STATE OF MINNESOTA DISTRICT COURT

COUNTY OF RAMSEY SECOND JUDICIAL DISTRICT
Case Type: Civil Other/Ballot Omission
Declaratory Judgment

Bruce Clark, Peter Butler, and Ann Dolan,

Petitioners,

v.

City of Saint Paul, Minnesota;

and,

Shari Moore, in her official capacity
Saint Paul City Clerk;

and,

Joseph Mansky, in his official capacity
Ramsey County Elections Manager;

Respondents.

Honorable Leonardo Castro
Court File No. 62-CV-19-857

PETITIONERS' REPLY BRIEF IN SUPPORT OF PETITION FOR CORRECTION OF BALLOT ERROR

INTRODUCTION

The Saint Paul City Charter (the "Charter") provides for its residents the broadest allowable authority under the home rule amendment to the Minnesota Constitution. Initiative, Referendum on *any* ordinance, and power to amend the Charter are all expressly reserved for the residents in Saint Paul's (the "City's") governing document. *See* Charter Ch. 8. By refusing to allow a public vote on Ordinance 18-39, the City has

abdicated its non-discretionary duty to the people. To allow this action to stand amounts to a deletion of voter authority.

The City presents two badly flawed arguments to justify its disenfranchisement of the voters. First, it claims that the contract ("Contract") it signed with the trash haulers ("Haulers") somehow insulates it from the legally sufficient referendum (the "Referendum") on Saint Paul Ordinance 18-39 concerning organized collection of solid waste in the City. Because the Referendum would cause the Contract to terminate, it reasons, it must constitute illegal contract impairment in the context of the Contract Clause of the Constitution. Second, the City argues that the Referendum is somehow preempted by the "implied" language of Minnesota Statutes §115A.94 and §443.34.

In this brief, Petitioners will address both the City's fallacious arguments. First, we will demonstrate that termination (or breach) of a contract is not the same as impairment. Because the City alleges no harm *other than* termination, the impairment argument must fail at the outset. Nonetheless, Petitioners will next apply the three-pronged test for a Contract Clause violation to the Referendum. This too fails to prove impairment. Finally, we will establish that denial of the Referendum would be terrible public policy because, among other reasons, the City itself has created any potential breach, and is now trying to escape accountability for it.

Granting the City Council de facto veto power over a right enshrined in the Constitution defeats the very purpose of separation of powers under a charter. And yet, this is the logical consequence of the City's preemption argument. The reality is that Saint Paul is clutching at straws and will go to any length to deny the voter measure. For

the foregoing reasons, the Court must Order that enforcement of Ordinance 18-39 be immediately suspended pursuant to §8.05 of the Charter, pending its placement on the ballot this November.

I. "UNCONSTITUTIONAL IMPAIRMENT" OF A CONTRACT IS LEGALLY DISTINCT FROM "BREACH" OF A CONTRACT.

The entirety of the City's impairment argument rests on a central fallacy: that "termination" and "unconstitutional contract impairment" are the same thing. This is fundamentally wrong, and the City is unable to cite any authority for its position. In fact, precedent demonstrates that precisely the opposite is true – the Referendum does not constitute impairment; rather, it would constitute a simple breach if passed.

An early U.S Supreme Court case, *Hays v. Port of Seattle*, delineates between a law that repudiates a contract previously entered into by a governing body, and one that impairs its obligation. 251 U.S. 233, 40 S.Ct. 125, 64 L.Ed. 243 (1920). That case involved the passage of a law that had the effect of terminating a government contract with a private individual related to the construction of a waterway. *Id.* at 235. The Washington legislature passed a measure which effectively terminated the agreement and relinquished the public land involved to the municipality. *Id.* at 237. The Court found that no unconstitutional impairment had occurred because the non-breaching party retained his "right to recover from the state for the damages sustained." *Id.*

Here, as in *Hays*, the City's Contract with the Haulers would be terminated (or performance would be rendered impossible) if the Referendum were passed. No material

rights under the Contract would change; rather, it would function as though the City refused to perform. The Haulers would not relinquish any rights to recover against the City for breach of Contract, although the City would certainly have a valid defense that the Charter required Ordinance 18-39 to be presented to the voters and it was merely doing its duty thereunder. The constitution is simply not implicated here.

Yellow Cab Co. v. City of Chicago, 3 F. Supp.2d 919 (E.D. Ill. 1998) provides an excellent explanation of the difference between impairment and breach. *Id.* at 922-923. To paraphrase, the difference between the two is "whether the non-breaching party has an available remedy." *Id.*, *citing Horwitz-Matthews, Inc. v. City of Chicago*, 78 F.3d 1248, 1250-51 (7th Cir. 1996). It goes on:

> If some legislative action announces the state's refusal to perform its contractual obligation, the state has simply breached the contract. Thus, even if the state repudiates its contract by enacting a law that purports to repeal the state's obligation, the state remains obligated to pay the other party's damages under the law of contracts.

Id. Finally, "…if the legislative action does not prevent a non-breaching party from seeking damages in a breach of contract action against a state or one of its subdivisions, there has been no unconstitutional impairment of a contract obligation." *Id. citing Horwitz-Matthews*, 78 F.3d. at 1251-52. at 1251-52

In the case at bar, the legislative function of the Referendum fits squarely within the definition of "breach" outlined in the above passage. In no way does it purport to limit any remedy the Haulers could seek, and its simple effect, if passed by the voters, is nothing more than a reversal of the City's enactment of Ordinance 18-39. This case

alone utterly destroys the City's notion that the Referendum could unconstitutionally impair the Contract.

Although not binding precedent, this Court should recognize the reasoning in *Yellow Cab* and *Horwitz-Matthews* as decisive in this dispute. If it does, then the analysis is over. But, even in the absence of this language, the ballot measure in this case does not meet the criteria for a contract clause violation.

II. THE REFERENDUM DOES NOT VIOLATE THE CONTRACT CLAUSE

To date, the City has not provided a single example of a referendum being found to unconstitutionally impair a contract. Assuming arguendo that "unconstitutional impairment" and "breach" were interchangeable, passage of the Referendum would be governed by terms already negotiated into the Contract. Each and every element necessary to find unconstitutionality is absent in this case.

The test for the presence of a contract clause violation is well-settled. In *Christensen v. Minneapolis Municipal Employees Retirement Board, et al.*, the Minnesota Supreme Court analyzed three factors. 331 N.W. 2d 740, 750-51 (Minn. 1983). First, the court asks whether the law has caused substantial impairment of a contract at all. Second, in the event a substantial impairment is found, it may still be permissible if there is a significant and legitimate public purpose behind the legislation. Third, the legislation:

> …is examined in the light of this public purpose to see whether the adjustment of the rights and responsibilities of the contracting parties [is

based] upon reasonable conditions and [is] of a character appropriate to the public purpose justifying [the legislation's] adoption.

Id. at 751, *citing Energy Reserves Group v. Kansas Power and Light*, 103 S. Ct. 697, 74 L. Ed. 2d 569 (1983) (internal quotation marks omitted). This final prong is essentially a balancing test to ensure the impairment is commensurate with the goal of the measure.

Saint Paul cannot satisfy any of the three elements. As to the first, the City has failed to present evidence of impairment. Next, the Referendum has a significant and legitimate public purpose it seeks to achieve by the purest possible mechanism – an up-or-down vote. Finally, the City presents no meaningful argument that its interests would outweigh the benefit to the public which the Referendum would accomplish.

a. THE REFERENDUM WOULD NOT SUBSTANTIALLY IMPAIR THE CONTRACT IF IT PASSED.

Petitioners have already established that passage of the Referendum would, at most, terminate the Contract and give rise to a claim for breach. Moreover, we have also discussed the express provisions in the Contract that excuse performance if the law changes, including the Force Majeure Clause at §13.6 concerning events beyond the parties' reasonable control. *See* Ex. F at §13.6; §3.1.4; §3.1.4.2; *see also* §12.1 at p. 40-41 (the Haulers will not be in default if they fail to perform under the contract due to a Force Majeure event or in the event of breach by the City). Unnecessary repetition will

be avoided here, but the plain language in the Contract, which was drafted, negotiated, and signed by the City, anticipates and provides for the Referendum.

"The two-fold goal of all contract interpretation is to determine and then to enforce the parties' intent." *Travertine Corp. v. Lexington-Silverwood*, 683 N.W.2d 267, 271 (Minn. 2004) (citation omitted). "If the contract language is plain, clear, and unambiguous, there is no interpretation necessary and the court's task is to enforce the agreement." *Minneapolis Pub. Hous. Auth. v. Lor*, 591 N.W.2d 700, 704 (Minn. 1999).

Here, Saint Paul does not contend that the Contract is ambiguous. And it offers no explanation for why §13.6 and the other clauses excusing performance should be written out of the Contract. The closest it comes to doing so is emphasizing the "generic, standard… general, nonspecific" nature of the language in the Force Majeure Clause, in an apparent attempt to diminish its meaning or enforceability. Resp. Br. at 18-19. This is simply not a sufficient basis to disregard this language or excise it from the Contract.[1]

The larger point is that the Contract does not need to provide eventualities for the Referendum at all. The City has not even attempted to explain how this particular voter measure and its effect on this particular Contract is different from any other referendum that impacts any given contract. So, the validity of the ballot measure before the Court does not depend on the City's choice to draw it into the Contract.

[1] The presence of contractual language excusing performance is only relevant insofar as it disproves the City's contention that the Referendum is illegal. As this Court has already properly found, this is not a lawsuit about the terms of the Contract.

Two cases are cited by the City to conjure support for its position that the Referendum would represent an unconstitutional impairment if passed. *Davies v. City of Minneapolis* involved a proposed charter amendment which would have "totally eliminated an important security provision" designed to protect third-party bondholders. 316 N.W.2d 498 at 503 (Minn. 1982). The City also relies on a turn-of-the-century United States Supreme Court case, *Stearns v. State of Minnesota*, concerning taxation of railroad companies. 179 U.S. 223 (1900). Both these cases are inapposite, and each will be discussed in turn.

i. *Davies v. Minneapolis* Does Not Prove Impairment by the Referendum.

The charter amendment in *Davies v. Minneapolis* sought to repeal a tax enacted to fund construction of the Metrodome. 316 N.W.2d 498 (1982). This would have eliminated the security for third parties who purchased $55,000,000 in bonds to finance the construction of the stadium. *Id.* at 499. The *Davies* scenario was similar to that of a United States Supreme Court case,[2] and would have created a hobbled agreement that no party could lawfully have entered into at the outset. Legislative modifications to government taxing and spending obligations were echoed in several other cases around

[2] *See United States Trust Co v. New Jersey*, 431 U.S. 1, 97 S.Ct. 1505, 52 L.Ed.2d 92 (1977), involving bonds issued to finance the World Trade Center. New Jersey promised bondholders that the collateral would not be used to finance public transportation projects. After the state government went back on its promise and repealed the provision, the U.S. Supreme Court found that the repeal "totally eliminated an important security provision and thus impaired the obligation of the States' contract." *Id.* at 19.

that time,[3] which clarified the courts' position in this area. The Referendum at bar bears no resemblance to the charter amendment in *Davies*.

First, among its numerous and complicated subdivisions, the *Davies* amendment purported to reach into the terms of a contract and eliminate the rights of the bondholders. A finding of unconstitutional impairment makes sense because it is not reasonable to expect that third-party purchasers of bonds should be educated on the nuances of city charters, or that they should risk losing their investment because they failed to read Chapter 410 of the Minnesota Statutes. Here, the Referendum is a simple, binary choice to approve or repeal the legislation. The City has presented no evidence of third-party harm, and the measure does not purport to alter the terms of the Contract itself.

Dovetailing with this distinction, the charter amendment in *Davies* did not cause termination of the contract. Instead, as discussed earlier, it materially altered the rights and responsibilities of one party and simultaneously would have compelled continued performance. This is plainly distinguishable from the Referendum at bar, which serves to repeal Ordinance 18-39 and tangentially would cause termination of the Hauler Contract.

Next, there is no direct financial obligation at stake. This is an important difference because the *Davies* amendment, like the measures in *US Trust Co.* and *Energy Reserves*, purported to repeal or regulate the power to tax and spend. The Referendum at bar does not touch this area of the City's authority.

[3] *See, e.g., U.S. Trust Co.*, 97 S.Ct. 1505 (1977); *Energy Reserves*, 103 S.Ct. 697 (1983); *Christensen v. Minneapolis Mun. Emp. Ret. Bd.*, 331 N.W. 2d 740 (Minn. 1983).

Finally, the charter amendment in *Davies* is similar to other measures brought in Minneapolis,[4] in that it presents the opportunity for voters to create their own legislation from a blank slate. Importantly, Minneapolis does not reserve for its people any of the powers of initiative, referendum, or recall. *See Vasseur v. Minneapolis,* 887 N.W.2d at 472. (Minn. 2016). Because of these restrictions, Minneapolis opens the door to attempts at skirting the Charter. Contrast this scenario with the Referendum at bar. The Referendum is a binary choice – up or down – on an ordinance already passed by the City Council, rather than a potentially convoluted voter measure that is far more likely to impair the rights of third parties.

Davies does not justify the City's exclusion of the Referendum from the ballot.

ii. *Stearns v. State of Minnesota* is Irrelevant

In 1865, not long after Minnesota became a state, the federal government granted it certain lands to be used for railroad construction and development. At issue in *Stearns v. Minnesota,* 179 U.S. 223, 21 S.Ct. 73, 45 L.Ed. 162 (1900), was how these railroads were to be taxed. *Stearns* is so different as to be nearly wholly irrelevant, and would be except that it had the ancillary effect of including a measure that was ratified by voters in a contract clause analysis. This case has absolutely no bearing on the Referendum at bar.

[4] *See, e.g., Vasseur v. Minneapolis,* 887 N.W.2d 467 (Minn. 2016); *Haumant v. Griffin,* 699 N.W.2d 774 (Minn. Ct. App. 2005); *Bicking v. City of Minneapolis,* 891 N.W.2d 304 (Minn. 2017).

Stearns did not involve voter legislation at all. Nowhere in the entirety of the opinion does the word "referendum" appear. The *statute* in Stearns was "an act of the general assembly of Minnesota, approved by the people in 1896." *Id.* at 259. In other words, congress passed it, and then the people ratified it. To equate this with a modern-day definition of "referendum" is nonsensical.[5]

The modification to the contract in *Stearns* took place *30 years* after it was signed, and resulted in double-taxation for the railroads. It is difficult to imagine a more prejudicial piece of legislation. As in *Davies*, the underlying contract was not terminated, but hobbled. In the case at bar, the Charter in Saint Paul requires a referendum within *45 days* of the passing of an ordinance. Charter §8.05.

The measure in *Stearns* would never be called a referendum by any modern definition of the term. But the majority in *Davies* referred to it once,[6] in dicta, as a referendum in the broadest sense of the word. Respondents have twisted this into an argument to support their badly flawed contention. That the City could only conjure support with *Stearns* reveals the shaky ground on which its argument stands.

The railroad case notwithstanding, the City does not cite a single example where a referendum has been found to unconstitutionally impair a contract.

[5] Saint Paul defines referendum in its Charter at §8.05.
[6] *Davies*, 316 N.W.2d at 503.

b. There Is a Valid, Important Public Purpose Behind the Referendum

Even if this court finds that passage of the Referendum would impair the Contract, and even if it finds that impairment to be substantial, the measure falls squarely within the public purpose exception. It is drafted to address a broad public concern to benefit the entire City of Saint Paul. Organized collection is a radical departure from open hauling, necessitates the assumption of significant new responsibilities and liabilities by the City, and constitutes the termination of thousands of individual contracts and the destruction of the free market and competitive pricing system. The Referendum ensures broad support for such a change by the purest mechanism available – a public vote.

By contrast, the courts have critiqued the public purpose of legislation intended to benefit a narrow class. For example, in *Allied Structural Steel v. Spannaus*, the U.S. Supreme Court rejected a Minnesota law that applied:

> …only to private employers who have at least 100 employees, at least one of whom works in Minnesota, and who have established voluntary private pension plans, qualified under 401 of the Internal Revenue Code. And it applies only when such an employer closes his Minnesota office or terminates his pension plan.

438 U.S. 234 at 248, 449 F.Supp at 651 (U.S. 1978). The concern expressed by the court in *Allied Structural* was that only a very small portion of the public were affected by this legislation. Whether bad faith was involved or not, the appearance was that special interests may improperly benefit.

That scenario stands in stark contrast to the case at bar. Petitioners simply seek to exercise their right to ensure that the public supports organized collection of solid waste

in the City. This applies to the entirety of Saint Paul and is devoid of any special favors or strings attached. Petitioners did not attempt to permanently enjoin the City from organizing collection, or make it apply to only a small cross-section of the city (although the Supreme Court's holding in *Jennissen v. City of Bloomington* , 913 N.W.2d 456 (Minn. 2018) makes it clear that such a measure would have been a valid part of the process). This broad benefit is exactly the type of public good the exception was created for.

The City must show that some material harm will flow from termination. As discussed earlier, impairment of a third-party's financial interest was the foundational reason for rejecting the measure in *Davies*. Far from being "reasonable and necessary to serve an important public purpose," as the City notes, appellants in that case did not even allege that such a purpose existed. *Davies*, 316 N.W.2d at 502. Consequently, Respondent – Intervenor First Trust Company of St. Paul made its voice loudly heard on behalf of the bondholders to defend their contractual interests. *Id.* at 501.

In the present case, the City presents no evidence that the Haulers would actually be harmed as the bondholders were in *Davies*, whether by termination of organized collection generally, or of the Contract specifically. Nor have the Haulers made any attempt to intervene in this suit, as the bank did on behalf of the bondholders in *Davies*. The silence of the parties the City claims to be protecting speaks volumes.

c. The Balancing Test Favors Allowing the Referendum.

The third element of the *Christensen* framework essentially requires the Court to balance the reasonableness of any impairment with the public purposes advanced by the legislation. So, in the event that impairment were found, the Court must determine whether the Referendum's impact on the Contract is "based upon reasonable conditions and is of a character appropriate to the public purpose justifying the law's adoption." *Jacobson v. Anheuser-Busch, Inc.*, 392 N.W.2d 868, 872 (Minn. 1986). The City has utterly failed to present any argument that would justify preclusion of the Referendum on this basis.

In the final paragraph of its responsive brief, the City musters an argument that recognition of the Referendum "would create unnecessary uncertainty and chaos in the garbage collection currently happening within the City." Resp. Br. at 22. Citing "serious public health concerns," Saint Paul urges this Court to deny voter rights because "no interests are served" by respecting the voter measure.[7] *Id.* This is of course untrue, but it also reflects the City's dismissive attitude toward voters.

More than 5,500 people signed the Petition for Referendum on 18-39 within 45 days of passage of the Ordinance. *See* Ex. C. The signatures were collected by unpaid volunteers who feverishly worked on a short timeline to meet the deadlines imposed by

[7] To the extent that repeal of Ordinance 18-39 would actually cause confusion and chaos, the City hardly has clean hands. Its own choice to ignore voter authority and press forward with organized collection, along with all its complicated mechanisms to extract payment from residents, has created this mess in the first place.

the Charter. It is these resident signatories – and quite possibly a majority of those who live in Saint Paul - whose interests *would be served* by suspending and repealing Ordinance 18-39. The City's denial of the residents' opportunity to be heard is not justified.

The City has failed to show why this particular Referendum's effects on this particular Contract are unconstitutional, and any arguments it presents toward the balance of interests seem to boil down to the inconvenience the measure would present if passed. Consequently, any balancing of burdens and public purposes tips sharply in favor of allowing the ballot measure to be presented to the voters.

III. Denying the Referendum is Terrible Public Policy.

Petitioners have already discussed how the plain language in the Contract renders impairment impossible. But even if the Contract had failed to account for a possible change in law by the voters, the City would only have itself to blame. The peoples' rights to Initiative, Referendum, and Charter Amendment have been the law of the land in Saint Paul for decades, and it would be terrible public policy to override these rights and reward the City's failure to respect them. To exclude the Referendum on the basis of impairment would functionally insulate the City Council from redress by virtue of its own negligence. This voter disenfranchisement becomes even more difficult to justify in light of the ease with which the City could have prevented the problem.

Article 1, Section 10 of the Constitution prohibits states from passing any law that "impairs the obligation of contracts." Modern jurisprudence has borne out that the purpose behind this elevated scrutiny – to protect private parties (or third parties) from government abuse. The *Energy Reserves* Court also noted that a stricter scrutiny is used when the governing body is itself a party to the contract. 103 S. Ct. 697, 74 L. Ed. 2d 569 (1983). The idea is to ensure that the state cannot legislate its way into more favorable terms, or out of a meaningful financial obligation that the other contracting party wishes to preserve.[8,9]

Here, Saint Paul is attempting to use the contract clause as it was never intended – as a weapon against its people. By the City's definition, it could simply legislate its way around voter rights by signing contracts. Of course, the City does not contend that it would be illegal for the *City Council* to terminate the contract with the haulers, only that it is illegal for the *voters* to do so. Voter legislation will nearly always conflict with the ambitions of the City Council - - if that weren't the case, then it would bring the measure itself. The Charter creates a non-discretionary duty to place the Referendum on the ballot because the City would *never* recognize voter measures of this sort if it had a choice. To

[8] *See United States Trust Co. v. New Jersey*, 431 U.S. 1 at 26, 97 S.Ct. 1505 at 1518 (1977): "If a State could reduce its financial obligations whenever it wanted to spend the money for what it regarded as an important public purpose, the Contract Clause would provide no protection at all."

[9] The City cites *Yellow Cab Co. v. City of Chicago*, 3 F. Supp.2d 919 (E.D. Ill. 1998), which also confirms the proposition that the contract clause was "intended to protect individuals from state interference in their private contracts, particularly against hostile actions by a state." *Id.* at 922 (internal citation omitted).

vindicate the City's arbitrary refusal to recognize the Referendum would be bad public policy.

IV. The Referendum Does Not Conflict With §115A.94 or §443.34 and it is Not Preempted.

The City's preemption argument rests on the fallacy that the legislature wants cities to organize collection, or at least expresses some preference for it. This is demonstrably wrong by the plain terms of §115A.94, §443.34, and the holding by the Minnesota Supreme Court in *Jennissen v. Bloomington*. Petitioners' original brief illustrates the many problems with the City's argument, and we will avoid unnecessary repetition here.

That said, no attempt is made to explain the language in §115A.94 Subdivision 6, which provides that "a city… may exercise *any* authority granted by any other law, *including a home rule charter*, to govern collection of solid waste." (emphasis added). Similarly, we are given no explanation for the language in §443.34 which clarifies that the authority granted by the City's oft-cited "rate-setting" statute is "*an addition to* existing charter or statutory powers… and *not* an amendment to or repeal thereof." (emphasis added). The City's desire to enact organized collection does not somehow render Ordinance 18-39 immutable, and both these provisions expressly reserve charter rights.

Saint Paul argues that "…the legislature knows how to include language in statutory provisions that would expressly allow voters to approve or reverse a local

government's enactment of law." Resp. Br. p. 10. Petitioners agree, and it looks just like the language in §115A.94 Subd. 6, and §443.34. Reference to "authority under a home rule charter" can *only* mean the powers of initiative, referendum, and charter amendment, as these are the defining characteristics of a home rule charter city.

And so, the City is in the awkward position of having to explain how the legislature could have *explicitly* provided for the exercise of charter power in the organized collection process, but *implicitly* taken it away at the same time. Resp. Br. at 11. This is absurd, and the Referendum cannot possibly be preempted due to a conflict with state statutes.[10]

CONCLUSION

Voter disenfranchisement is on full display in Saint Paul, and the damage done by the City's arrogance mounts with each passing day.[11] Time and again it has proven that it has absolutely no regard for voter rights under the Charter, even refusing to abide by its own resolution to recognize a referendum on a different ordinance.[12] No meaningful

[10] As the City points out on pp 9-10, n. 4, the *Jennissen* Court did not consider whether the charter amendment in that case was conflict-preempted. This explains why the City is arguing it today - - it is the only possible avenue left under this broken theory.
[11] At the time of this writing, Saint Paul has just passed the first round of 20 tax assessment Resolutions for eventual placement of liens on private properties for failure to pay garbage bills. These Resolutions will directly affect roughly 6,000 properties in the City. The authority for this action is the subject of the Referendum – Ordinance 18-39. Petitioners have attached the documents hereto for the Court's convenience.
[12] Exhibit F is City Resolution 18-1760. This recognizes the referendum on Ordinance 18-40 as legally sufficient and directs the City Attorney to draft a measure repealing it.

argument is made to exclude the Referendum from the ballot. This Court must recognize it as legally sufficient, and the City's refusal to authorize it as arbitrary, capricious, and contrary to law. Petitioners Respectfully request, pursuant to the Charter §8.05, that the Court direct immediate suspension of the enforcement of Ordinance 18-39 pending its approval by the voters at the Fall, 2019 municipal election.

Dated: April 26, 2019

By: ____*/s/ Gregory J Joseph*_____

Gregory J Joseph (#0346779)
HALPER & JOSEPH, PLLC
300 E. Frontage Road, Suite A
Waconia, MN 55387
Telephone: (952) 356-0825
Facsimile: (612) 395-5375
greg@halperjoseph.com

This Resolution was passed on October 11, 2018. Today, more than 6 months later, Ordinance 18-40 remains in full force and effect.

Acknowledgement

I hereby acknowledge that, pursuant to Minn. Stat. §549.211, subd. 3, sanctions may be imposed by this Court if it determines that Minn. Stat. §549.211, subd. 2, has been violated.

Dated: April 26, 2019

/s/ Gregory J Joseph
Gregory J Joseph, MN Bar No. 0346779