

# **Bond Case Briefs**

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## **PARKS & REC - MINNESOTA**

### **Hayden v. City of Minneapolis**

**Court of Appeals of Minnesota - January 21, 2020 - N.W.2d - 2020 WL 284102**

City residents brought action for declaratory and injunctive relief against city, park board, and other parties responsible for developing a public park, seeking permanent injunction barring use of city funds for operation of park and declarations that use agreement and memorandum of understanding related to park were invalid.

The District Court granted city's motion for judgment on the pleadings on the declarations and residents' motion for summary judgment on the injunction. Both parties appealed.

The Court of Appeals held that:

- City charter prohibited city council from maintaining park;
- Charter provision delegating maintenance of parks to park board and prohibiting council from maintaining parks was not in conflict with state law;
- Partnerships between council and park board under previous city charter could not guide interpretation of new city charter; and
- Residents did not have standing to bring public interest action challenging use agreement.

City charter did not permit city council to accept delegation of authority to maintain parks from park board, and thus city charter prohibited council from maintaining park leased to city by park board; city charter unambiguously provided that council could act "except where" charter reserved action for "different board, commission, or committee," and charter expressly reserved authority to maintain parks to park board.

State law allowing city to expend funds on land and recreational facilities was permissive, stating that city "may" expend funds to maintain "land and recreational facilities," and thus city charter provision delegating maintenance of parks to park board and prohibiting council from maintaining parks did not forbid what state law expressly permitted, as would render charter provision in conflict with state law.

Any examples of partnerships between city council and park board under previous city charter could not guide interpretation of new city charter under new charter provision permitting use of "settled interpretation" of previous charter as guide in interpreting new charter, and thus examples of such partnerships did not affect interpretation of new charter prohibiting city council from maintaining parks; section of new charter prohibiting council from maintaining parks contained new language not present in previous charter.

Nothing in use agreement between developer and designer of public park required city to spend any public funds or required any public official to act illegally, and thus city taxpayers did not have standing to bring public interest action challenging agreement.

