



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
OCTOBER 10, 2023
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2631 350 4537 and password: 1234.

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

Approval of the Minutes of the (1) City Council Work Session of September 26, 2023; and (2) City Council Meeting of September 26, 2023.

AGENDA APPROVAL

1. Approval of the Agenda

PRESENTATIONS

2. Advisory Board of Health Commission annual presentation given by Katrina DeVore.
3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consider the approval of the first reading of an ordinance amending Chapter 9, Section 925 of the Richfield City Code to include managed natural landscapes, ornamental plants and rain gardens as new definitions, as well as amending the maintenance standard of grass height from 6" to 8".

Staff Report No. 128
 - B. Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2023 through November 30, 2025.

Staff Report No. 129
 - C. Consider approval of a settlement agreement with 256 Holdings, LLC, Wendy's Properties, LLC, and Haza Foods of Minnesota, LLC for purchase of temporary and permanent easements at 6500 Lyndale Ave S.

Staff Report No. 130

- D. Consider the approval of the lease agreement between the City of Richfield and Fortis Academy, LLC for use of the training space at Richfield Ice Arena.

Staff Report No. 131

- E. Consider the approval of an agreement between the Richfield Department of Public Safety and The Axtell Group.

Staff Report No. 132

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

PUBLIC HEARINGS

5. Public hearing and consideration of the second reading of a proposed ordinance modifying the electric and gas franchise fees.

Staff Report No. 133

6. Conduct and close a public hearing and by motion: Adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2022, through December 31, 2022.

Staff Report No. 134

7. Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2024.

Staff Report No. 135

8. Public hearing related to the proposed resolution modifying the street light user fees.

Staff Report No. 136

9. Public hearing and consider a resolution adopting the proposed assessment for unpaid garbage collection services from private property within the residential organized collection system from August 1, 2022 to June 30, 2023.

Staff Report No. 137

10. Public hearing and consider a resolution adopting the proposed assessments of delinquent utility accounts, false alarm charges, public health or safety hazards charges, weed eradication charges, and vacant property registration fees to be certified to property taxes.

Staff Report No. 140

PROPOSED ORDINANCES

11. Consider the approval of the second reading of an ordinance amending Chapter 8, subsection 840.13 of the Richfield City Code to prohibit smoking in public parks and during community events. The proposed ordinance includes establishing a petty misdemeanor offense.

Staff Report No. 138

OTHER BUSINESS

12. Consider the appointment of a youth member to the Sustainability Commission.

Staff Report No. 139

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 612-861-9739.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

City Council Work Session

September 26, 2023

CALL TO ORDER

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

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

Council Members Absent:

Charter Commissioners Present: Martin Kirsch, President; Reed Bornholdt; and Bill Bullock

Staff Present: Katie Rodriguez, City Manager; Dustin Leslie, City Clerk; Chris Swanson, Management Analyst; Jay Henthorne, Police Chief

ITEM #1

THIRD DISCUSSION ON THE CHARTER COMMISSION'S RECOMMENDATIONS FOR AMENDMENTS TO THE CURRENT CITY CHARTER

City Manager Rodriguez introduced the conversation and the Charter Commission members to Council.

City Attorney Tietjen gave the presentation including the background and reviews of the proposed Charter amendments. She also gave context into the conversations regarding Mayoral emergency powers.

Council Member Whalen spoke about the chain of command in emergencies. He also spoke about updated language in the FEMA proposed language to make it more flexible – specifically changing “will” to “may.” City Attorney Tietjen stated that language could provide more flexibility.

Council Member Hayford Oleary stated the new language proposal had clear chain of command language which he liked.

Council Member Whalen asked if having a list on the FEMA proposed language limits the city in how they can respond. City Attorney Tietjen stated it would not as the list is not something that needs to be completely checked off in an emergency.

Council Member Trautmann stated he was not comfortable with eliminating the checks and balances of the charter with these changes.

Police Chief Henthorne outlined the emergency management process and how he, as Emergency Management Director, would support affected departments during an emergency.

Council Member Hayford Oleary stated the current language was not consistent and should be changed to be more direct.

Council Member Trautmann stated there could be consequences of giving the Mayor more powers without consent of the Council in emergencies.

There was a conversation between staff, Council, and the Charter Commission members about past conversations with how they came to language choices and the pros and cons of each.

Council Member Hayford Oleary asked what would happen if they kept the original language in the charter. City Attorney Tietjen stated the whole Council would have to vote on declaring a situation an emergency.

Police Chief Henthorne spoke about difficulties another city experienced because of similar language and stated he did not want the same to happen Richfield.

Council Member Trautmann stated he would support language that gave the Mayor the ability to remove staff members not willing to perform during an emergency. City Attorney Tietjen stated that would implicate other parts of the charter and give Council Members the ability to remove staff which they cannot do now.

Council Member Trautmann suggested the following language which the Council agreed to: "In time of public danger or emergency the Mayor may, as needed, direct the City manager, and the designated Emergency Director as part of the emergency response system to maintain order and enforce the law and to respond to the emergency including, but not limited to, requesting assistance from federal, state, and local agencies as may be needed."

ADJOURNMENT

Mayor Supple adjourned the work session at 6:45 pm.

Date Approved: October 10, 2023

Mary B. Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Council Meeting

September 26, 2023

CALL TO ORDER

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

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

Council Members Absent: Simon Trautmann

Staff Present: Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Chris Swanson, Management Analyst; Jay Henthorne, Police Chief; Jennifer Anderson, Health Administrator; Melissa Poehlman, Community Development Director; Jan Youngquist, Economic Development Manager and Dustin Leslie, City Clerk

Others Present: Mara Glubka, Human Rights Commissioner; Debbie Goettel, Hennepin County Commissioner

PLEDGE OF ALLEGIANCE

Mayor Supple led the Pledge of Allegiance.

OPEN FORUM

Mayor Supple reviewed the options to participate:

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

Kathleen Balaban, 65th and Stevens Avenue, indicated the residents resource page on the City's website was last updated in 2019 and some of the information was incorrect and/or missing. She requested this information be updated and a new updated guide be sent to every household in the city.

APPROVAL OF MINUTES

M/Hayford Oleary, S/Whalen to approve the minutes of the: (1) City Council Work Session of September 12, 2023; (2) Regular City Council Meeting of September 12, 2023.

Motion carried: 4-0

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

Motion carried: 4-0

ITEM #2	PROCLAMATION CELEBRATING LGBTQ+ HISTORY MONTH
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Mayor Supple invited Commissioner Mara Glubka, Human Rights Commission to accept the proclamation and read aloud the proclamation.

Commissioner Glubka summarized the LTBTQ history and shared an account of a friend who had to flee her home state of Missouri recently in an attempt to find safety and peace and the impact this had on the friends family.

ITEM #3	PROCLAMATION OF THE CITY OF RICHFIELD ON GUN VIOLENCE IN OUR COMMUNITY
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Mayor Supple read aloud the proclamation.

Council Member Whalen stated he was proud to be in a State that had leaders who have declared it a refuge for trans people who increasingly were fleeing and to address gun violence.

ITEM #4	PRESENTATION FROM HENNEPIN COUNTY COMMISSIONER GOETTEL
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Commissioner Goettel gave a presentation on what the County Commissioner's do, what their budget covered, how they helped the residents in the Cities they represent, how they are dealing with the mental health issues of the community, and the economic recovery following the end of Covid-19.

Commissioner Goettel stated the Southdale Library project was finally coming to pass in the 2024 proposed budget. She indicated they had also given grants for planting a million trees by 2030 to mitigate the loss of the tree canopy due to emerald ash borer and other pests with a special focus on improving the equity of the tree canopy, reducing air pollution, and combatting the urban heat island effect.

Commissioner Goettel thanked the city for working closely with the Commission on projects. She addressed the homeless issues facing the cities and State and summarized what they were doing to assist the homeless.

Council Member Hayford Oleary thanked Commissioner Goettel for her presentation, and he was glad to hear about the Southdale Library and appreciated people would be able to walk and bike to that library. He stated he appreciated Commissioner Goettel was continuing to advocate for Penn Avenue also. He indicated he was impressed with the positive changes with the transportation planning in the County. Commissioner Goettel noted they would be able to have better redevelopment a lot faster if they were able to upgrade the infrastructure underneath the roads as well as the road structure itself

and this was on her list. She stated with respect to the library, the leftover land would be a park owned by Hennepin County, which would never be sold or developed.

ITEM #5	CONSENT CALENDAR
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City Manager Rodriguez presented the consent calendar.

- A. Consider adoption of a resolution appointing election judges and establishing an absentee ballot board for the Richfield School District Election of November 7, 2023 (Staff Report No. 123)

RESOLUTION NO. 12128

**RESOLUTION APPOINTING ELECTION JUDGES FOR
THE INDEPENDENT SCHOOL DISTRICT #280
ELECTION BEING HELD ON NOVEMBER 7, 2023**

M/Whalen, S/Hayford Oleary to approve the consent calendar.

Motion carried: 4-0

ITEM #6	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR
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None.

ITEM #7	CONSIDER THE SECOND READING AND HOLD A PUBLIC HEARING FOR AN ORDINANCE AMENDMENT TO THE RICHFIELD CITY CODE APPENDIX D (FEE SCHEDULE) RELATED TO BUILDING, PLANNING, AND ZONING FEES (STAFF REPORT NO. 124)
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Council Member Whalen presented Staff Report 124 and opened the public hearing.

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

Motion carried: 4-0

M/Whalen, S/Christensen to approve the Ordinance Amendment to Richfield City Code, Appendix D Fee Schedule related to Building, Planning and Zoning fees and approve the Resolution authorizing summary publication of said Ordinance.

**BILL NO. 2023-9
TRANSITORY ORDINANCE NO. 19-31**

**AN ORDINANCE AMENDING APPENDIX D TO THE RICHFIELD CITY CODE:
ESTABLISHING A FEE SCHEDULE FOR CERTAIN PERMITS AND APPLICATIONS**

RESOLUTION NO. 12130

**AN ORDINANCE AMENDING APPENDIX D TO THE
RICHFIELD CITY CODE: ESTABLISHING A FEE
SCHEDULE FOR CERTAIN PERMITS AND
APPLICATIONS**

**SUMMARY PUBLICATION
TRANSITORY ORDINANCE NO. 19-32**

**AN ORDINANCE AMENDING APPENDIX D TO THE
RICHFIELD CITY CODE: ESTABLISHING A FEE
SCHEDULE FOR CERTAIN PERMITS AND
APPLICATIONS**

Motion carried: 4-0

ITEM #8	CONSIDER THE APPROAL OF THE FIRST READING OF AN ORDINANCE AMENDING CHAPTER 8, SUBDIVISION 840.13 OF THE RICHFIELD CITY CODE TO PROHIBIT SMOKING IN PUBLIC PARKS AND DURING COMMUNITY EVENTS. THE PROPOSED ORDINANCE INCLUDES ESTABLISHING A PETTY MISDEMEANOR OFFENSE (STAFF REPORT NO. 125)
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Hayford Oleary presented Staff Report 125.

City Manager Rodriguez stated staff had some changes based on questions from Council and feedback. She noted staff had made some changes to make the language more precise on the Ordinance.

Manager Anderson reviewed the Ordinance language changes.

M/Hayford Oleary, S/Christensen to approve the first reading of an Ordinance amending Chapter 8, Subsection 840.13 of the Richfield City Code to prohibit smoking in public parks and during City sponsored events or City co-sponsored events, as well as establishing a petty misdemeanor offense.

Motion carried: 4-0.

Council Member Hayford Oleary thanked staff for the clarification. He believed this was the appropriate and commonsense thing to do.

Mayor Supple agreed this was a commonsense approach. She believed they would need a discussion on edible cannabinoid products also in the future.

ITEM #9	CONSIDER A RESOLUTION APPROVING THE AMENDED AND RESTATED BUSINESS SUBSIDY POLICY (STAFF REPORT NO. 126)
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Hayford Oleary presented Staff Report 126.

Council Member Whalen and Mayor Supple thanked staff for their work on this.

M/Hayford Oleary, S/Whalen to approve the Resolution approving the amended and restate Business Subsidy Policy.

RESOLUTION NO. 12129

RESOLUTION APPROVING AMENDED AND RESTATED BUSINESS SUBSIDY POLICY

Motion carried: 4-0

ITEM #10	CONSIDER THE APPOINTMENT OF YOUTH MEMBERS TO CITY ADVISORY BOARD/COMMISSIONERS (STAFF REPORT NO. 127)
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Council Member Christensen presented Staff Report 127.

M/Christensen, S/Whalen to Approve the appointment of Maya Ervasti to the Human Right Commission and Alexander Valle-Orsonio to the Transportation Commission as youth commissioners.

Motion carried: 4-0

ITEM #11	CITY MANAGER'S REPORT
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City Manager Rodriguez had no report.

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

<u>U.S. BANK</u>	<u>09/21/2023</u>
A/P Checks: 323836-324093	\$3,026,644.69
Payroll: 182008-182374; 43660-43662	\$773,692.59
TOTAL	\$3,800,337.28

Motion carried: 4-0

ITEM #13	HATS OFF TO HOMETOWN HITS
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Council Member Hayford Oleary stated he was excited for the progress of the Taft Bike Park and the ribbon cutting would be on October 3 at 5 p.m.

Council Member Christensen gave hats off to the Penn Fest celebration. She indicated it was a pleasure to meet new vendors and others.

Council Member Whalen highlighted events coming up in October including the Great Pumpkin Giveaway, the Bark in the Park, and the Fifth Annual Community Trunk or Treat. He stated that early voting had also begun. City Clerk Leslie summarized the early voting process.

Mayor Supple gave hats off to Analyst Swanson for serving as the City’s Noise Oversight Commission Member for the Airports Commission. She also stated in October they were having the Renovation Celebration Tour of remodeled homes in the city. She indicated the adult Commissioner applications were opening on October 1. She stated she had been receiving phone calls from residents regarding aggressive turkeys. She indicated according to the Humane Society; turkeys have a pecking order of dominance and may view people or pets who act fearful as underlings. She presented recommendations for people who were having aggressive turkey issues.

ITEM #14	ADJOURNMENT
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M/Hayford Oleary, S/Whalen to adjourn the meeting at 8:13 p.m.

Motion carried: 4-0

Date Approved: October 10, 2023

Mary Supple
Mayor

Dustin Leslie
City Clerk

Katie Rodriguez
City Manager



STAFF REPORT NO. 128
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
 Jay A. Henthorne, Director of Public Safety/Chief of Police
 10/3/2023

OTHER DEPARTMENT REVIEW:
 CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
 10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the first reading of an ordinance amending Chapter 9, Section 925 of the Richfield City Code to include managed natural landscapes, ornamental plants and rain gardens as new definitions, as well as amending the maintenance standard of grass height from 6" to 8".

EXECUTIVE SUMMARY:

Effective July 1, 2023, municipalities are required to allow property owners and occupants to install and maintain managed natural landscapes.

Chapter 62 (HF 1830*/SF 1426) is the omnibus state government finance bill that was signed into law on May 24, 2023. Article 3, section 9 creates a new provision of law as Minnesota Statutes, section 412.925:

- Subpoint (a) requires all statutory cities or home rule charter cities to allow an owner, authorized agent, or authorized occupant of any privately owned lands or premises to install and maintain a managed natural landscape and defines a number of associated terms.
- Subpoint (b) states that managed natural landscapes may exceed 8 inches in height and be allowed to go to seed, but must be maintained and cannot include noxious weeds.
- Subpoint (c) states that weeds and grasses that are not part of a managed natural landscape cannot exceed 8 inches in height or be allowed to go to seed.

Managed natural landscapes does not include turf-grass lawns left unattended for the purpose of returning to a natural state.

RECOMMENDED ACTION:

By Motion: Approve the first reading of an ordinance amending Chapter 9, Section 925 of the Richfield City Code to allow for managed natural landscapes and a turf-grass lawn not to exceed 8".

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Minnesota is not the first state to pass legislation loosening local requirements with respect to residential lawns. In 2009, the Florida Legislature passed Florida Statutes 373.185, establishing a definition for "Florida-Friendly Landscaping" in the interest of preserving water and protecting local wetlands and waterfronts from lawn care runoff.

This legislation encouraged, but did not require, local government authorities to consider permitting Florida-friendly landscaping, including the use of more native plants and grasses in residential yards. Similarly, in 2021, Maryland passed House Bill 322, which prohibited homeowners' associations from imposing unreasonable

limitations on low-impact landscaping.

The Minnesota bill follows the nationwide trend, but expands its authority significantly by not merely encouraging the use of native plants and grasses, or limiting only homeowners' associations from restricting such landscaping choices, but requiring cities to allow them and setting height requirements for turf-grass surfaces.

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

Chapter 9, Section 925.06 of the Richfield City Code addresses public nuisances and lawn maintenance provisions and expectations.

C. CRITICAL TIMING ISSUES:

The City of Richfield will need to amend current code to be in compliance with the new state law which took effect July 1, 2023.

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

The City of Richfield will need to amend current city code to be in compliance with the new state law which took effect July 1, 2023.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▢ Managed Natural Landscapes	Cover Memo

BILL NO. _____

**AN ORDINANCE AMENDING SUBSECTION 925.06 OF THE RICHFIELD CODE OF
ORDINANCES RELATING TO PUBLIC NUISANCES AND LAWN MAINTENANCE
AND ALLOWING MANAGED NATURAL LANDSCAPES PURSUANT TO STATE
LAW**

THE CITY OF RICHFIELD DOES ORDAIN:

Section. 1. Subsection 925.06 of the Richfield City Code is amended as follows:

925.06. - Public nuisance special provision: Lawn maintenance.

Subdivision 1. Preamble. The City Council finds that there are a variety of landscapes in the City that add diversity and a richness to the quality of life. There are community expectations, however, that an area that has been disturbed, landscaped, or otherwise maintained, will continue to be maintained in a consistent manner. When vegetation in that area is not continually maintained, it becomes aesthetically unpleasing and violates community standards. Property that appears neglected may decrease the value of adjacent properties. In addition, if vegetation is not properly maintained, there may be the following adverse impacts on public health, safety, and welfare:

- a. Undesirable vegetation such as common buckthorn, quackgrass, and other weeds may invade and threaten to supplant other more desirable vegetation;
- b. Vegetation that causes allergic reactions, such as ragweed, may develop; and
- c. Tall vegetation along driveways and public roads may impair visibility when entering or exiting public roads.

The City Council also finds that it is in the public interest to allow citizens to choose the type of landscaping on their properties and to make changes in that vegetation. As a protection for the larger community, however, this change in vegetation must be properly managed and maintained and the length of the transition period must be minimized.

The Council finds that the establishment of prairie and meadow plant communities is an acceptable landscape treatment in the City. This requires special consideration, however, because weeds will grow during the first few years of transition before the new vegetation predominates, resulting in an appearance of neglect. Therefore, the Council finds that this type of vegetation is acceptable if it is properly maintained to shorten the transition period and if notice is given of the intended result.

In contrast, the transition to trees and other woody species does not require special consideration because untended grass or weeds are not a necessary part of that

transition period. Rather, the transition period is shortened by eliminating competition around the seedlings through such techniques as organic mulch.

The City Council enacts this subsection to balance the public interest in a variety of vegetation with the public need to ensure proper maintenance of that vegetation. The Council finds that establishing a height limitation for certain vegetation is in the best interest of the public health, safety, and welfare as outlined above and is a reasonable maintenance standard.

Subd. 2. Definitions. For purposes of this subsection, the following words have the meanings specified below.

~~a.~~ "Managed natural landscape" means a planned, intentional, and maintained planting of native or nonnative grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscape does not include turf-grass lawns left unattended for the purpose of returning to a natural state. Managed natural landscapes may include plants and grasses that are in excess of eight inches in height and have gone to seed, but may not include any noxious weeds and must be maintained;

~~a.~~ b. "Meadow vegetation" means grasses and flowering broad-leaf plants that are native to, or adapted to, the State of Minnesota, and that are commonly found in meadow and prairie plant communities, except weeds.

~~b.~~ c. "Noxious weeds" are those plants so designated by the State of Minnesota under Minn. Stat. § 18.77, subd. 8.

~~c.~~ d. "Regularly cut" means mowing or otherwise cutting the vegetation so that it does not exceed ~~six (6)~~ eight (8) inches in height.

e. "Ornamental plants" means grasses, perennials, annuals, and groundcovers purposely planted for aesthetic reasons;

f. "Rain garden" means a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes, and rivers;

~~d.~~ g. "Turf grasses" are grasses commonly used in regularly cut lawn areas, such as bluegrass, fescue and rye grass blends, and non-woody vegetation interspersed with them, intended to be maintained at a height of no more than eight (8) inches; and

~~e.~~ h. "Weeds" include all noxious weeds, buffalobur, burdock, common cocklebur, crabgrass, dandelions, jimsonweed, quackgrass, common and giant ragweed, field sandbur, velvetleaf, and wild sunflower. Weeds also include anything that is horticulturally out of place. For example, a tree seedling is a weed in a vegetable garden, in a gutter or near the foundation of a house or garage. A property owner may establish that a plant or plants are not horticulturally out of place by providing a written landscape plan for the area in question, complete with a listing and locations of plant

species. The plants specifically listed above may not be included within the landscape plan. Vegetation that does not comply with this plan are weeds.

Subd. 3. Maintenance standard. The maintenance standard in this subsection applies to property that has been developed with a building as defined in the building code, including vacant property combined with developed property for tax purposes, and a parcel of property that has been completely or partially disturbed by demolition, grading or other means in preparation for development or redevelopment.

a. All turf grasses and weeds, including weeds within a meadow vegetation area, must not exceed a height of ~~six (6)~~ eight (8) inches, measured from the base at ground level to the tip of each stalk, stem, blade, or leaf.

b. This requirement does not apply to the following:

(1) A wetland or floodplain designated in the zoning ordinance and required wetland buffers or those voluntarily created by a landowner when compatible with the character of the neighborhood and the intent of the Wetland Protection Ordinance, Section 427 of this Code;

(2) A drainage pond or ditch that stores or conveys stormwater;

(3) The Woodlake Nature Center;

(4) An area in which the land and vegetation appears not to have been graded, landscaped, mowed, or otherwise disturbed by human or mechanical means at any time. Determination of what constitutes this type of area will be based on a reasonable judgment of the present appearance of the area. The recent history of the area may be relevant to this determination; and

(5) An area established with meadow vegetation if:

(a) The prior vegetation is eliminated and the meadow vegetation is planted through transplanting or seed by human or mechanical means; and

(b) A sign is posted on the property in a location likely to be seen by the public, advising that a meadow or prairie is being established. This sign is required only if the meadow vegetation is in an area likely to be seen by the public. This sign must be in addition to any sign permitted by the sign ordinance but must be no smaller than ten (10) inches square, no larger than one (1) square foot, and no higher than three (3) feet tall.

(6) A managed natural landscape as defined in this subsection.

Subd. 4. Declaration of public nuisance. The following are public nuisances subject to abatement under this section:

- a. Noxious weeds;
- b. Vegetation that does not meet the maintenance standard specified in subdivision 3 above; and
- c. Vegetation that violates the sight-distance standards in subsection 925.01, subdivision 4(a) of this Code.

Sec. 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Adopted by the City Council of the City of Richfield on this ____ day of _____ 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 129
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/3/2023

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2023 through November 30, 2025.

EXECUTIVE SUMMARY:

The City of Richfield requires the services of a towing contractor to tow impounded vehicles/trailers as well as vehicles parked illegally during snow ordinance enforcement, etc. The current contract with Chief's Towing expires November 30, 2023.

RECOMMENDED ACTION:

By motion: Approve the renewal of the contract with Chief's Towing, Inc., 8610 Harriet Avenue South, Bloomington, MN, for Public Safety towing services for the period of December 1, 2023, through November 30, 2025.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City currently has a contract with Chief's Towing, inc., for Public Safety towing services.
- Chief's Towing, Inc., was awarded the contract for 2023 and would like to renew the contract for the years 2023-2025, as the contract expires on November 30, 2023.
- The contract can be automatically renewed if both parties agree to the renewal and if Chief's notifies the City in writing, 30 days in advance of the expiration of the contract, that they wish to renew.

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

- Chief's notified the City that they wish to renew the contract for 2023-2025.
- The Public Safety Department wishes to renew the contract with Chief's Towing, Inc.
- Contracts for services need not be competitively bid.
- The contract has numerous conditions that must be met. Chief's Towing, Inc., is a reputable, established towing business that meets all contract requirements.

C. CRITICAL TIMING ISSUES:

- A six month notice must be given by either party in writing to terminate the contact.

- On December 1, 2023, Public Safety must have towing services. This is particularly important with the possibility of snow ordinance violations at any time.
- Chief's is a large towing company that can handle the needs of Public Safety regarding seizure/impound vehicles and comply with City ordinances that a smaller company could not handle effectively.

D. FINANCIAL IMPACT:

- There is adequate funding in the Public Safety budget to cover the costs.
- As changes to the Snow Emergency evolve, Chief's Towing will continue to tow them at the 2021-2023 price rate of \$100.00 a tow.

E. LEGAL CONSIDERATION:

The City Attorney has reviewed and approved the past contract with Chief's Towing, Inc.

ALTERNATIVE RECOMMENDATION(S):

Council could choose to not sign the contract; however, Public Safety must have towing and impounding services beginning December 1, 2023.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Contract	Contract/Agreement
☐ Fees Page	Backup Material
☐ Letter	Backup Material

**AGREEMENT BETWEEN THE CITY OF RICHFIELD AND
CHIEF'S TOWING, INC. FOR TOWING,
IMPOUNDING AND STORAGE OF MOTOR VEHICLES.**

THIS AGREEMENT is made this 10th day of October, 2023, between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and Chief's Towing, Inc., located at 8610 Harriet Avenue South (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City has a need to contract for the towing, impounding and storage of motor vehicles; and

WHEREAS, the City requires that the towing operators are located within three (3) miles of the City limits; and

WHEREAS, the Contractor is the operator of a towing and storage facility within three (3) miles of the City limits and has the expertise and capabilities to provide the required services;

NOW THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2023, to November 30, 2025, subject to termination as provided in Subdivision V.

II. DUTIES OF CONTRACTOR

- A. The Contractor shall tow, impound, and store all motor vehicles, which are ordered removed under the direction of the police chief, or the fire chief, of the City of Richfield or their authorized and legal representatives. The Contractor shall be entitled to a charge for its towing and storage services pursuant to those fees specified in the Contractor's Proposal (Exhibit B). It is agreed that neither the City nor the Richfield Police Department is responsible for any charges as a result of towing and/or storage, with the exception of those vehicles identified by the Police as subject to forfeiture, and that the Contractor assumes liability for any unpaid charges.
- B. The Contractor agrees to provide the services, as proposed, and perform all other terms and conditions according to the City's Specifications and the Contractor's Proposal, incorporated by reference herein as Exhibit A and Exhibit B.
- C. The Contractor shall defend, indemnify and hold harmless, the City of Richfield, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents or employees), performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is

caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.

- D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any

determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

F. The Contractor agrees to maintain for the full term of this Agreement, the following minimum insurance coverage:

a) \$1,000,000.00 Comprehensive General Liability insurance, Business Auto Policy with \$1,000,000.00 limits and Garage Keeper's Legal Liability.

b) Workers' Compensation insurance covering all employees of the Contractor, or his agents, in accordance with the Minnesota Workers' Compensation Law.

Certifications of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least 25 days written notice prior to cancellation, non-renewal, or any material change in the policy. The Contractor further agrees to name the City of Richfield as additional insured on said comprehensive general liability policy.

- G. The Contractor agrees to furnish on or before the date this Agreement becomes effective, an acceptable corporate surety bond in the amount of \$10,000, payable to the City of Richfield and subject to approval by the Richfield City Attorney, for the faithful performance of all duties and obligations imposed under the terms and conditions of the Agreement.

III. DUTIES OF THE CITY

The City agrees to pay the Contractor the flat rate charge of \$162.90 per vehicle for the towing and storage of vehicles identified by the Police Department as subject to forfeiture and which are subsequently released to the Police Department.

IV. MISCELLANEOUS

- A. This agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- B. The Contractor agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought, alleging a violation of ADA and/or Section 504 caused by the Contractor.

Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

- C. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes. The Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 168.06, Subdivision 4.
- F. The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event

mediation is unsuccessful, either party may exercise its legal or equitable remedies and commence such action prior to the expiration of the applicable statute of limitations.

V. TERMINATION

Either party may terminate this Agreement for any reason upon giving six (6) months advanced written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF RICHFIELD

DATED: _____

BY: _____
Its Mayor

DATED: _____

BY: _____
Its Manager

CHIEF'S TOWING, INC.

DATED: _____

BY: _____
Its: _____

City of Richfield, MN
Proposed rates for
TOWING, IMPOUNDING, STORAGE OF VEHICLES

	12/01/2021 thru 11/30/2023	12/01/2023 thru 11/30/2025
Towing of impounded cars, trucks (under 1 ton capacity), Motorcycles, all-terrain vehicles, snowmobiles and unattended Utility trailers towed within the City of Richfield	\$100.00	\$ 150.00
Towing charge for the same from outside the City of Richfield	\$100.00	\$ 150.00
Mileage charge for same.....	\$4.50	\$ 4.50
Towing of trucks (larger than 1 ton capacity) within the City of Richfield	\$175.00	\$ 250.00
Towing charge for same outside the City of Richfield	\$175.00	\$ 250.00
Mileage charge for same.....	\$ 4.50	\$ 4.50
Use of Winch with a tow		
Car (Per hour).....	\$30.00	\$ 75.00
Truck (Per hour)	\$50.00	\$ 150.00
Use of Dolly	\$30.00	\$ 50.00
Use of low-bed trailer or truck (flatbed required)..... \$130.00 \$200.00		
Storage Charges		
First 24 hours or fraction thereof:		
Inside Storage.....	\$42.00	\$ 50.00
Outside Storage	\$40.00	\$ 45.00
Each additional 24 hours or fraction thereof:		
Inside Storage	\$50.00	\$ 50.00
Outside Storage	\$40.00	\$ 45.00
<u>Forfeitures</u>		
Vehicles forfeited to the City of Richfield (includes 3 days Strg)	\$162.90	\$ 162.90
NO CHANGE		
<u>City owned vehicles</u>		
Towing city owned vehicle less than 1 ton within city of Richfield	\$50.00	\$ 60.00
Mileage charge for same outside city	\$ 4.50	\$ 4.50



Chief's Towing, Inc
8610 Harriet Ave. South
Bloomington, MN 55420
Ph 952-888-2201 watts 800-888-2201

September 20, 2023

City of Richfield
Richfield Public Safety Department
Lt. Joe Griffin
6700 Portland Avenue South
Richfield, MN 55423

RE: CONTRACT FOR TOWING OF CITY VEHICLES, IMPOUNDING AND STORAGE OF MOTOR VEHICLES CONTRACT DECEMBER 1, 2023 THRU NOVEMBER 30, 2025.

LT. Griffin:

Chief's Towing, Inc. would like to take this opportunity to thank you again for allowing us to perform the towing, impounding and storage of motor vehicles for the City of Richfield. We would like to renew the contract for an additional (2) year period if approved by the Richfield City Council. The price adjustment would be good for the two year term.

If the Council and Police Dept. would rather stay on a year to year basis that is acceptable as well.

Attached is a list of the new proposed rates, due to increases beyond our control this proposal does have an increase in rates.

I believe these rates are in line with industry standards and cheaper then most.

As changes to the Snow Emergency evolve, we will continue to tow them at the 2021-2023 price rate.

Sincerely,

Jeffery R. Schoenborn
Chief's Towing, Inc.
General Manager



STAFF REPORT NO. 130
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Joe Powers, City Engineer
Kristin Asher, Public Works Director
10/3/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider approval of a settlement agreement with 256 Holdings, LLC, Wendy's Properties, LLC, and Haza Foods of Minnesota, LLC for purchase of temporary and permanent easements at 6500 Lyndale Ave S.

EXECUTIVE SUMMARY:

The 65th Street Reconstruction Project requires the purchase of permanent and temporary easements on several parcels. These easements will allow for project construction and for installation of new infrastructure which includes but is not limited to sidewalks, driveways, landscaping, and street lighting.

The agreement under consideration is for the Wendy's parcel at 6500 Lyndale Ave S. These easements are necessary for the project due to the size of the new roundabout that will be constructed at the intersection of 65th Street and Lyndale Avenue.

On December 14, 2021, Council authorized condemnation of the Wendy's parcel under the eminent domain process. Since that time, staff and the City Attorney have continued negotiations with the property owners and tenants. The settlement agreement under consideration will terminate the condemnation proceedings and avoid the need for associated commissioner hearings to determine final compensation.

RECOMMENDED ACTION:

By Motion: Approve the settlement agreement with 256 Holdings, LLC, Wendy's Properties, LLC, and Haza Foods of Minnesota, LLC for purchase of temporary and permanent easements at 6500 Lyndale Ave S and authorize the Mayor and City Manager to execute the agreement.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT**

See Executive Summary.

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

Strategic Outcome Consideration: Approving the settlement agreement is in line with "Sustainable infrastructure financing" by minimizing additional costs that may result from commissioner hearings.

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

The City has the legal authority to acquire permanent and temporary easements by eminent domain for a public purpose.

D. CRITICAL TIMING ISSUES:

Approval of the settlement agreement will allow to City to cease condemnation proceedings.

E. FINANCIAL IMPACT:

- Funding for the purchase of the required easements will be paid by the City with project funds.
- Initial offers for the permanent and temporary easements was \$15,900.00.
- A final offer of \$35,715.00 was made on April 10, 2023, prior to beginning quick take proceedings.
- The parcel owners and tenants have agreed to a final settlement amount of \$40,000.00. Approval of this agreement will eliminate the need for commissioner hearings, which could result in significantly higher costs for the City.
- \$15,900.00 was deposited with Hennepin County on Jul 10, 2023 prior to the quick take of the property taking effect. This money will be returned to the City and used towards the final settlement amount.

F. LEGAL CONSIDERATION:

The City Attorney has drafted the agreement and will be present at the meeting to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
▢ Settlement Agreement	Contract/Agreement

STATE OF MINNESOTA

COUNTY OF HENNEPIN

IN DISTRICT COURT

FOURTH JUDICIAL DISTRICT

Case Type: Condemnation

City of Richfield, a municipal corporation
under Minnesota law,

Court File No. 27-CV-23-4719

Judge: Patrick D. Robben

Petitioner,

vs.

**STIPULATION OF SETTLEMENT
FOR PARCEL 2**

256 Holdings, LLC, et al.,

Respondents.

This stipulation of settlement (the "Agreement") is entered into by and between Petitioner City of Richfield ("City" or "Petitioner"), and Respondents 256 Holdings, LLC, a Minnesota limited liability company; Wendy's Properties, LLC, a Delaware limited liability company; and Haza Foods of Minnesota, LLC, a Delaware limited liability company (collectively, the "Parties") on this ____ day of _____, 2023.

RECITALS:

1. The City commenced a condemnation action in Hennepin County District Court, Court File No. 27-CV-23-4719 pursuant to a Petition filed on April 11, 2023 (the "Condemnation Action").
2. On May 26, 2023, the District Court filed the Findings of Fact, Conclusions of Law, and Order Approving Petition and Transfer of Title and Possession Under Minn. Stat. § 117.042 (the "Order") that, among other things, transferred certain property interests in Parcel 2 (as defined

on Exhibit A) for the City's 65th Street Reconstruction Project (the "Project"), including without limitation a permanent street easement; a permanent sidewalk, landscaping, utility, and drainage easement; and temporary construction easements as described in Exhibit A to the Order ("Property Interests").

3. 256 Holdings, LLC, a Minnesota limited liability company, successor by merger of NearCo II, LLC, a Minnesota limited liability company, is the fee owner of record of Parcel 2.

4. Wendy's Properties, LLC, a Delaware limited liability company, is a tenant/lessee on Parcel 2.

5. Haza Foods of Minnesota, LLC, a Delaware limited liability company, is a subtenant/sublessee on Parcel 2.

6. The following parties are identified in the Petition as having or potentially having an interest in Parcel 2 but are not parties to this Agreement (the "**Third Party Respondents**"):

- a. FourCrown, LLC, a Wisconsin limited liability company, is a tenant/lessee on Parcel 2;
- b. Bell Bank is a mortgagee on Parcel 2; and
- c. All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any.

7. On or about July 10, 2023, in accordance with the terms of the Order, the City deposited with the Hennepin County District Court Administrator, the approved appraised value of the Property Interests of \$15,900.00 (the "**Quick-Take Deposit**"), and title and possession to the Property Interests transferred to the City.

8. The Parties have reached a full and final settlement and compromise of the matters in dispute because of the Condemnation Action.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the Parties stipulate and agree as follows:

1. **RECITALS.** The recitals set forth above are true and accurate and are each incorporated and are material terms of this Agreement.

2. **SETTLEMENT AMOUNT.** The Parties agree to a full and final settlement of all claims related to and arising from the City's acquisition from Parcel 2 because of the Condemnation Action for the total amount of **\$40,000.00** ("Settlement Amount"), payable to Respondents as set forth in Paragraph 5 below.

3. **REPORT OF COMMISSIONERS.** The Parties agree to the issuance by the court-appointed commissioners of a Report of Commissioners for Parcel 2 substantially in the form provided under **Exhibit B** (the "**Report of Commissioners**"). Once the Commissioners have signed the Report of Commissioners, Petitioner shall file it with the District Court. Subject to the contingency in Paragraph 4 of this Stipulation, the Parties agree not to appeal this Agreement, the Settlement Amount, or the award made in the Report of Commissioners.

4. **CONTINGENCY.** This Agreement is contingent on the filing of the Report of Commissioners awarding the Settlement Amount as specified in Paragraph 2 above, and on the expiration of the statutory appeal period without an appeal. All known respondents who may claim an interest in the taking of the Property Interests will be given notice of the Commissioners' Hearing and of the filing of the Report of Commissioners. If any Third-Party Respondent objects to the entry of the Report of Commissioners, which objection must be filed prior to the Commissioners' Hearing, then this Stipulation shall terminate and Petitioner and Respondents

each reserve their right to proceed with a contested Commissioners' Hearing on damages and to pursue appeals from the final award of Commissioners; PROVIDED that Respondents may (at their option) (a) negotiate a resolution to any claim by a Third-Party Respondent ("**Third-Party Claim**") and secure a waiver or release reasonably satisfactory to the City of any Third-Party Claim ("**Third-Party Release**") or (b) bring any and all necessary motions to the Court seeking to secure an order from the Court disposing of or liquidating the claims of any other Third-Party Respondent ("**Third-Party Motion**"). The City agrees not to object to the Third-Party Motion. If the Respondent is successful in obtaining a Third-Party Release or in disposing of Third-Party Claims, then the City and Owner agree to be bound by this Agreement. If an appeal of the commissioners' award is filed within the 40-day statutory appeal period, which period commences on the filing of the Report of Commissioners, this Agreement shall be null and void and the Parties agree to proceed to conduct a de novo jury trial before the Minnesota District Court.

5. PAYMENT OF SETTLEMENT AMOUNT. Within 15 business days after expiration of the 40-day appeal period following the filing of the Report of Commissioners without an appeal, Third-Party Claims, or upon entry of a final judgment as provided in Paragraph 4 above (after the Respondents obtains either a Third-Party Release or disposes of Third-Party Claims) the City shall pay the Settlement Amount by issuing checks as follows:

- a. A check in the amount of \$2,000.00 shall be made payable to "256 Holdings, LLC" and delivered by U.S. Mail to the following address: 256 Holdings LLC, 680 Commerce Drive, Suite 215, Woodbury, MN 55125; and
- b. A check in the amount of \$38,000.00 shall be made payable to "Haza Foods of Minnesota, LLC" and delivered by U.S. Mail to the following address: HAZA Foods, Attn: General Counsel, 4415 Highway 6, Sugar Land, TX 77478.

6. **QUICK TAKE DEPOSIT.** The Respondents hereby assign to the City all of their right, title, and interest in the Quick-Take Deposit. The City may apply to the Court at any time after the delivery of the Settlement Checks, and resolution of any Third-Party Claims, for disbursement to the City of the Quick-Take Deposit, together with any interest that has accrued thereon, without further notice to the Respondents. The City and the Respondents hereby agree to the entry of a Court order directing disbursement to the City alone of the Quick-Take Deposit, together with any interest that has accrued thereon.

7. **WAIVER OF HEARING RIGHTS.** In consideration of this Agreement and settlement, the Parties agree to waive any rights they may have to a hearing before the Commissioners to determine just compensation and waive any rights to appeal an award of just compensation damages awarded consistent with a Commissioner's Report awarding the Settlement Amount in connection with the Condemnation Action, except as otherwise provided in Paragraph 4 of this Stipulation.

8. **ENTIRE AGREEMENT & WAIVER.** Respondents agree that this Agreement, upon completion of conditions and satisfaction of contingencies, if any, fully and finally settles all claims that were made or could have been made in the Condemnation Action, including attorney's fees, interest, litigation expenses, appraisal fees, and other expert fees and related costs. Owner agrees that payment and acceptance of the Settlement Amount constitutes full accord and satisfaction for all claims for damages, past, present, and future, of any kind or nature, occasioned by the taking, that were made or could have been made in the Condemnation Action, including without limitation for construction interference damages, loss of going concern damages, and all damages, if any, to the remaining lands owned by Respondents, and are hereby intending to forever settle all claims that were made or could have been made in the Condemnation Action.

9. ADDITIONAL CITY OBLIGATIONS. After issuance of the Report of Commissioners and expiration of the statutory appeal period, the City will file a Final Certificate in this action and record a discharge of notice of *Lis Pendens* with respect to the Property Interests in the Office of the Hennepin County Recorder or Registrar of Titles.

10. BINDING EFFECT AND CAPACITY TO SIGN. The persons signing this Agreement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

11. VOLUNTARY EXECUTION. The Parties have either consulted or had the opportunity to consult with an attorney prior to executing this Agreement. The undersigned state and represent that they have fully read this Agreement, and that each know and understand the consequences and legal effect thereof. This Agreement contains the entire agreement of the Parties with regard to the matters set forth herein.

12. ATTORNEY FEES. The Parties shall be responsible for their own attorneys' fees associated with this matter.

13. MODIFICATIONS. This Agreement may only be amended in writing and signed by each Party.

14. COUNTERPARTS. This Agreement may be executed in counterparts which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, execute this Stipulation as of the corresponding date written below.

{Remainder of Page Intentionally Left Blank; Signature Pages to Follow}

{Petitioner's Signature Page to Stipulation of Settlement for Parcel 2}

Dated: _____, 2023.

CITY OF RICHFIELD


By: _____
Mary B. Supple, Mayor

Attesting:

Dustin Leslie, City Clerk

Dated: October 3, 2023.

KENNEDY & GRAVEN, CHARTERED

By: 
Joshua P. Weir (#0402328)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300
Email: jweir@kennedy-graven.com

**ATTORNEYS FOR PETITIONER
CITY OF RICHFIELD**

{256 Holdings LLC's Signature Page to Stipulation of Settlement for Parcel 2}

256 Holdings, LLC, a Minnesota limited liability company

Dated: OCTOBER 3, 2023.

By: 
Its: VICE PRESIDENT - OPERATIONS

{Wendy's Properties, LLC's Signature Page to Stipulation of Settlement for Parcel 2}

**Wendy's Properties, LLC, a Delaware
limited liability company**

Dated: Sept. 27, 2023.

By:



Its:

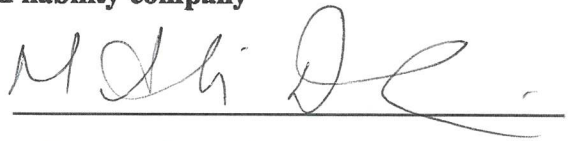
VP - Global Systems Optimization, Franchise & Portfolio
Management

Legal Approved: SLM

{Haza Foods of Minnesota, LLC's Signature Page to Stipulation of Settlement for Parcel 2}

**Haza Foods of Minnesota, LLC, a Delaware
limited liability company**

Dated: Sept. 28, 2023.

By: 

Its: President

EXHIBIT A

Parcel No. 2: Property I.D. 27-028-24-23-0090, Torrens Certificate No. 1310664

Property Address: 6500 Lyndale Avenue South, Richfield, MN 55423

Description of Subject Property:

Par. 1: Tract A, Registered Land Survey No. 1318, Hennepin County, Minnesota.

Par. 2: That part of Tract B, Registered Land Survey No. 1318 Hennepin County, Minnesota, lying Easterly and Northerly of the following described line: Beginning at the Southwest corner of Tract A, Registered Land Survey No. 1318; thence Southerly along the Southerly extension of the Westerly line of Tract A, at a distance of 8.62 feet; thence Easterly deflecting to the left 82 degrees 13 minutes 28 seconds to the Easterly line of said Tract B and there terminating.

Description of Permanent Sidewalk, Landscaping, Utility, and Drainage Easement:

A permanent sidewalk, landscaping, utility, and drainage easement lying over, under and across all that part of the following described property:

Tract A, Registered Land Survey No. 1318, Hennepin County, Minnesota.

Together with:

That part of Tract B, Registered Land Survey No. 1318 Hennepin County, Minnesota, lying Easterly and Northerly of the following described line: Beginning at the Southwest corner of Tract A, Registered Land Survey No. 1318; thence Southerly along the Southerly extension of the Westerly line of Tract A, at a distance of 8.62 feet; thence Easterly deflecting to the left 82 degrees 13 minutes 28 seconds to the Easterly line of said Tract B and there terminating.

Said easement is described as lying southeasterly of the northwesterly 30.00 feet of the above described property, lying westerly of the easterly 20.00 feet of the above-described property and lying northeasterly of the following described line:

Commencing at the west Quarter corner of Section 27, Township 28, Range 24, said Hennepin County; thence on an assumed bearing of North 89 degrees 28 minutes 00 seconds East, along the south line of the Southwest Quarter of the Northwest Quarter of said Section 27, a distance of 475.78 feet; thence North 20 degrees 24 minutes 54 seconds East, a distance of 378.78 feet; thence northeasterly, a distance of 231.70 feet, along a tangential curve, concave to the west, having a radius of 359.40 feet and a central angle of 36 degrees 56 minutes 16 seconds; thence South 73 degrees 28 minutes 38 seconds West, not tangent to said curve, a distance of 46.78 feet; thence North 18 degrees 40 minutes 16 seconds West, a distance of 10.00 feet, to the point of beginning; thence northwesterly, a distance of 27.82 feet, along a tangential curve, concave to the southwest, having a radius of 22.50 feet and a central angle of 70 degrees 50 minutes 49 seconds; thence westerly, a distance of 16.10 feet, along a compound curve, concave to the

south, having a radius of 62.50 feet and a central angle of 14 degrees 45 minutes 20 seconds to the south line of said northwesterly 30.00 feet and there terminating.

Except that part thereof lying within the westerly 10.00 feet of the easterly 30.00 feet of the southerly 10.00 feet of the northwesterly 40.00 feet of the above-described property.

Description of Permanent Street Easement:

A permanent street easement lying over, under and across all that part of the following described property:

Tract A, Registered Land Survey No. 1318, Hennepin County, Minnesota.

Together with: That part of Tract B, Registered Land Survey No. 1318 Hennepin County, Minnesota, lying Easterly and Northerly of the following described line: Beginning at the Southwest corner of Tract A, Registered Land Survey No. 1318; thence Southerly along the Southerly extension of the Westerly line of Tract A, at a distance of 8.62 feet; thence Easterly deflecting to the left 82 degrees 13 minutes 28 seconds to the Easterly line of said Tract B and there terminating.

Said easement is described as lying southeasterly of the northwesterly 30.00 feet of the above described property, lying westerly of the easterly line of the above-described property and lying northeasterly of the following described line:

Commencing at the west Quarter corner of Section 27, Township 28, Range 24, said Hennepin County; thence on an assumed bearing of North 89 degrees 28 minutes 00 seconds East, along the south line of the Southwest Quarter of the Northwest Quarter of said Section 27, a distance of 475.78 feet; thence North 20 degrees 24 minutes 54 seconds East, a distance of 378.78 feet; thence northeasterly, a distance of 244.45 feet, along a tangential curve, concave to the west, having a radius of 359.40 feet and a central angle of 38 degrees 58 minutes 12 seconds; thence South 71 degrees 26 minutes 42 seconds West, not tangent to said curve, a distance of 33.00 feet to said easterly line of the above-described property and the point of beginning; thence 11.89 feet, along a non-tangential curve concave to the southwest, having a radius of 150.00 feet, a central angle of 04 degrees 32 minutes 28 seconds West and a chord bearing North 37 degrees 02 minutes 25 seconds West; thence 24.03 feet along a compound curve, having a radius of 35.00 feet and a central angle of 39 degrees 20 minutes 18 seconds to the south line of said northwesterly 30.00 feet.

Description of Temporary Easement:

A temporary easement for construction purposes lying over, under and across all that part of the following described property:

Tract A, Registered Land Survey No. 1318, Hennepin County, Minnesota.

Said easement is described as lying southeasterly of the northwesterly 30.00 feet of said Tract A, lying westerly of the easterly 20.00 feet said Tract A, lying 2 feet southwesterly of and parallel with the following described Line A:

Line A: Commencing at the west Quarter corner of Section 27, Township 28, Range 24, said Hennepin County; thence on an assumed bearing of North 89 degrees 28 minutes 00 seconds East, along the south line of the Southwest Quarter of the Northwest Quarter of said Section 27, a distance of 475.78 feet; thence North 20 degrees 24 minutes 54 seconds East, a distance of 378.78 feet; thence northeasterly, a distance of 231.70 feet, along a tangential curve, concave to the west, having a radius of 359.40 feet and a central angle of 36 degrees 56 minutes 16 seconds; thence South 73 degrees 28 minutes 38 seconds West, not tangent to said curve, a distance of 46.78 feet; thence North 18 degrees 40 minutes 16 seconds West, a distance of 10.00 feet, to the point of beginning; thence northwesterly, a distance of 27.82 feet, along a tangential curve, concave to the southwest, having a radius of 22.50 feet and a central angle of 70 degrees 50 minutes 49 seconds; thence westerly, a distance of 16.10 feet, along a compound curve, concave to the south, having a radius of 62.50 feet and a central angle of 14 degrees 45 minutes 20 seconds to the south line of said northwesterly 30.00 feet and there terminating.

And

lying northwesterly of the following described line:

Commencing at the intersection the westerly line of said Tract A and the southerly line of said northwesterly 30.00 feet of said Tract A, thence South 07 degrees 34 minutes 18 seconds East, 6.79 feet; to the point of beginning; thence North 77 degrees 22 minutes 23 seconds East, 16.35 feet; thence South 30 degrees 43 minutes 56 seconds East, 14.79 feet; thence North 58 degrees 44 minutes 04 seconds East, 38.99 feet; thence North 29 degrees 43 minutes 20 seconds West, 23.90 feet; thence North 58 degrees 40 minutes 52 seconds East, 85.06 feet to its intersection with a line 2 feet southerly of and parallel with said line A.

Except that part thereof lying within the westerly 10.00 feet of the easterly 30.00 feet of the southerly 10.00 feet of the northwesterly 40.00 feet of the above-described property.

Term of Temporary Easement: Said temporary easement shall commence April 1, 2023 and expire June 30, 2024.

Description of Temporary Easement:

A temporary easement for construction purposes lying over, under and across all that part of the following described property:

Tract A, Registered Land Survey No. 1318, Hennepin County, Minnesota except the easterly 20 feet thereof.

Said easement is described as follows:

Commencing at the Northwest corner of said Tract A, thence South 07 degrees 34 minutes 18 seconds East, assumed bearing along the west line of said Tract A, 57.20 feet; thence North 60 degrees 01 minutes 11 seconds East, 166.26 feet to the westerly line of said easterly 20 feet and the point of beginning; thence South 60 degrees 01 minutes 11 seconds West, 6.85 feet; thence South 29 degrees 58 minutes 49 seconds East, 28.08 feet to the westerly line of said easterly 20.00 feet Tract A thence northerly along said westerly line of said easterly 20 feet to the point of beginning.

Term of Temporary Easement: Said temporary easement shall commence April 1, 2023 and expire June 30, 2024.

Subject to easements of record, except as taken herein.

Acquired or Encumbered Interests:

NAME	NATURE OF INTEREST
256 Holdings, LLC, a Minnesota limited liability company, successor by merger of NearCo II, LLC, a Minnesota limited liability company	Fee Owner
Bell Bank	Mortgagee
FourCrown, LLC, a Wisconsin limited liability company	Tenant/Lessee
Wendy's Properties, LLC, a Delaware limited liability company	Tenant/Lessee
Haza Foods of Minnesota, LLC, a Delaware limited liability company	Subtenant/Sublessee
All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	Any right, title or interest within the acquired portion of the Subject Property

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to acquire or encumber all interests owned or claimed by the named respondents in the Subject Property within the taking areas described above.

EXHIBIT B

Form of Report of Commissioners

[Attached]

11/1

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Condemnation

City of Richfield, a municipal corporation
under Minnesota law,

Court File No. 27-CV-23-4719

Judge: Patrick D. Robben

Petitioner,

vs.

**REPORT OF COMMISSIONERS
PARCEL 2**

256 Holdings, LLC, et al.,

Respondents.

We, the undersigned Commissioners, appointed in this matter by Order of this
Court, do hereby report as follows:

I.

We met as directed by the Court and each took the oath prescribed by law.

II.

After notice, we viewed the property identified as Parcel 2 described on "Exhibit A" to the
Findings of Fact, Conclusions of Law, and Order Approving Petition and Transfer of Title and
Possession Under Minn. Stat. § 117.042 ("Order"), filed on May 26, 2023.

III.

We make the below award for damages as to Parcel 2 arising from the Order. The award is
based on the commissioners viewing of said real estate and the Stipulation of Settlement for

Parcel 2, attached hereto as Exhibit A, which we received and accepted.

TO: 256 Holdings, LLC, a Minnesota limited liability company	\$2,000.00
TO: Bell Bank	\$
TO: FourCrown, LLC, a Wisconsin limited liability company	\$
TO: Wendy's Properties, LLC, a Delaware limited liability company	\$
TO: Haza Foods of Minnesota, LLC, a Delaware limited liability company	\$38,000.00
TO: All other parties unknown, together with unknown successors, assigns, heirs, devisees and spouses, if any	\$0
<hr/>	
TOTAL DAMAGES TO ALL PARTIES:	\$40,000.00

We heard no testimony relative to this taking nor reviewed any appraisal or other evidence of fair market value or damages related to the taking, other than the Stipulation, Exhibit A. The foregoing award assumes that the above-referenced property is free of all pollutants, contaminants and hazardous wastes. We have not assessed any damages for the presence of pollutants, contaminants, and hazardous wastes on the subject property. This award is made with the express understanding that the Petitioner, City of Richfield, has reserved all rights to recover damages, testing costs and cleanup-costs attributable to the existence of pollutants, contaminants or other hazardous wastes on the property from the Respondents in a separate legal action.

Dated: _____, 2023

Myron Greenberg, Commissioner

Dated: _____, 2023

Stephanie Scarrella, Commissioner

Dated: _____, 2023

Steven DeCaster, Commissioner



STAFF REPORT NO. 131
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
 DEPARTMENT DIRECTOR REVIEW:

Amy Markle, Recreation Services Director
 Amy Markle, Recreation Services Director
 9/22/2023

OTHER DEPARTMENT REVIEW:
 CITYMANAGER REVIEW:

N/A
 Katie Rodriguez, City Manager
 10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the lease agreement between the City of Richfield and Fortis Academy, LLC for use of the training space at Richfield Ice Arena.

EXECUTIVE SUMMARY:

The Richfield Ice Arena is home to Holy Angels, Southwest Christian/Richfield High School teams, and Richfield/Bloomington Hockey association. To accommodate the teams, the City has constructed an additional locker room to Rink 1 and the Minnesota Magicians had been renting this space till 2022. To further accommodate the teams, the 1,900 square-foot area of the Arena that was formerly occupied by Hat Trick Hockey was converted into a training facility for ice sport athletes and leased to the team on October 15, 2014. On April 15, 2017, the space was subleased to Surge Sports Training LLC, a private company that conducts sports training services to the Minnesota Magicians and other users of the Richfield Arena. That lease expired on April 14, 2018. An experienced training company, ETS Elite South Central, LLC, stepped forward and has leased the space for the same purpose for the past five years, their current lease expired on September 30th 2023. The city has decided to change to Fortis Academy to lease the space. Fortis Academy is a more hockey focused training company and will help sell more ice rentals. This new lease will run to October 31st, 2026.

Highlights of the Lease Agreement are as follows:

- **Rent** - \$1,500 per month for the first 12 months of lease term, \$1,550 for second year, and \$1,600 for third year.
- **Term** - The term of the Lease Agreement shall commence on November 1, 2023, and shall terminate on October 31, 2026. There's an option for the tenant to extend an additional 3 years.
- **Use of Leased Premises** - The Leased Premises shall be used only for training purposes for individuals and groups including strength conditioning, aerobic conditioning, skill development and other ice sports training activities, and other activities as the City may authorize from time to time.
- **Taxes** - Hennepin County officials have reviewed the attached lease and have determined use of the leased premises are not subject to property taxes because the leased premises will not operate as a training center for the general public such as a private health club.
- **Insurance** – Fortis Academy, LLC will be required to carry general liability insurance as set forth in Article V.

RECOMMENDED ACTION:

By motion: Approve the lease agreement between the City of Richfield and the Fortis Academy, LLC for use of the space.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- At a study session on April 18, 2013, staff presented a proposal to construct a number of building improvements at the Ice Arena including the construction of a dedicated locker room, training area, lobby expansion and exhibit area/classrooms to accommodate the new team and larger crowds. Cost estimates for all these improvements were initially estimated at about \$1,961,960 not including parking lot expansion and related storm water retention that would be triggered by building code due to the magnitude of the amount of improvements made to the Arena. When adding the cost of parking lot and storm water retention improvements, it was later concluded that the cost to fund these improvements over a fifteen-year bond term would far exceed the amount of anticipated additional revenue the new improvements would help generate to pay the annual bond payments. As a result, the proposal to proceed with lobby, classroom and training facility expansion was abandoned.
- City Council approved a contract with Derau Construction Company on November 12, 2013 in the amount of \$510,900 to construct an attached locker room to Rink 1 as a stand-alone project. This contract did not include architectural design costs or contingency.
- The estimated final cost of the new locker room was \$625,478 including design cost and contingency.
- The Minnesota Magicians played their first home game on September 19, 2013. An ordinance amendment was approved by Council on August 28, 2013 to temporarily allow a properly licensed food establishment to sell 3.2 percent malt liquor beverages at the Richfield Arena for the remainder of the Magician's first season.
- State Representative Linda Slocum and Senator Melissa Wiklund sponsored and introduced a bill for special legislation to sell strong beer and wine at the Richfield Arena which was then approved by the legislature.
- The Richfield City Council approved a rental agreement between the City and the Magicians on September 9, 2014, for use of the newly constructed locker room.
- The lease with Hat Trick Hockey was terminated on March 31, 2014 by default. The 1,900 square-foot area of the Arena that was formerly occupied by Hat Trick Hockey was converted into a training facility for ice sport athletes and leased to the team on October 15, 2014. On April 15, 2017, the space was subleased to Surge Sports Training LLC, a private company that conducts sports training services to the Minnesota Magicians and other users of the Richfield Arena. That lease expired on April 14, 2018. On September 1, 2018 ETS Elite South Central, LLC signed a three year lease to conduct sports training in the facility. They extended the lease two additional years on September 30, 2021.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

We are partnering with Fortis Academy to create our own in-house hockey program. They are providing volunteer coaches for the program to keep costs down for residents. The residents also don't pay the USA hockey fees. This will be a very affordable hockey program for our residents and help grow the game in Richfield. The contract will help advance equity priorities by reducing barriers to access City amenities that promote health and well being..

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

The City Council considers and executes these types of agreements for the City.

D. CRITICAL TIMING ISSUES:

Previous vender lease expired September 30th, 2023

E. FINANCIAL IMPACT:

Fortis Academy, LLC is required to provide it's own equipment.

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the agreement.

ALTERNATIVE RECOMMENDATION(S):

City Council may reject the agreement and renegotiate with Fortis Academy, LLC.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Kris Weiby, Facilities Manager

ATTACHMENTS:

Description	Type
▢ Fortis Lease Agreement	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into effective as of this November 1, 2023, by and between the City of Richfield, a Minnesota municipal corporation, whose address is 6700 Portland Ave, Richfield, Minnesota 55432 ("Landlord") and The Fortis Academy LLC, a Minnesota limited liability company, whose registered address is 12280 Travois RD, Eden Prairie, MN 55347 with a mailing address of 12280 Travois RD, Eden Prairie, MN 55437 ("Tenant").

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.1 **LEASED PREMISES.** In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord the Leased Premises located at 636 East 66th Street, Richfield, Minnesota, hereto (hereinafter referred to as the "Leased Premises"), subject to the terms and conditions of this Lease.

1.2 **TERM.** The term of this lease and Tenant's obligation to pay rent hereunder shall commence on November 1st, 2023, and shall run until October 31st, 2026. This term does not automatically renew or extend.

1.3 **EXTENSION OPTION.** Tenant will, provided this Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have one option to extend this Lease for a term of 36 months. If Tenant elects to exercise this option, Tenant must provide to Landlord written notice of the intent to extend the term of this Lease at least ninety (90) days prior to the expiration of the initial term of this Lease. If Tenant fails to provide such written notice, Tenant will have no further or additional right to extend the term of the Lease. If elected, the extension term will commence on November 1st, 2026 and will run until October 31st, 2029. During any extension term, the minimum rent will be as set forth in section 2.1 of this Lease. All other terms and conditions of this Lease shall apply to such extension period.

1.4 **USE OF COMMON AREAS.** Tenant shall have the non-exclusive right to use the entry ways, stairs, hallways, and restrooms of the Leased Premises. Employees of the Tenant shall have the non-exclusive right to use the parking areas of the Leased Premises. Use by Tenant of the parking areas of the Leased Premises for over 15 guests or invitees of the Tenant shall be subject to the prior written approval of the Landlord. Use of the public areas of the Leased Premises shall be subject to such rules and regulations for use of such areas as may be established from time to time by the Landlord.

1.5 **ACCESS TO TRAINING CENTER.** Tenant, its employees, and invitees shall have access to the Leased Premises during all business hours established by Landlord for the facility. There will be no access to the Leased Premises during non-business hours for employees and/or

invitees of Tenant. The Landlord may exclusively use the Leased Premises four times per year for special events. Scheduling of the events is in the sole discretion of the Landlord. Landlord may perform cleaning, maintenance, and improvement projects throughout the Leased Premises. Landlord may prohibit access to the Leased Premises during such time if the Landlord believes providing access may create a safety concern or may cause damage within the Leased Premises, Tenant will be given no less than 30 days' notice of such Landlord use events. Additionally, Tenant, upon Tenant's request, will be provided keys for access to the Leased Premises. Tenant shall make no more keys than are provided by Landlord. If Tenant loses keys that were provided by the Landlord, Tenant will be charged \$75 per key lost and \$75 per lock.

ARTICLE II - RENT

2.1 RENT. During the term hereof Tenant agrees to pay to Landlord "minimum rent" for the Leased Premises as follows:

<u>Monthly Rental Rate</u>	<u>Monthly Rental Period</u>	<u>Payment Due Date</u>
\$1,500	November 1 to November 30, 2023,	November 1, 2023
\$1,500	December 1 to December 31, 2023,	December 1, 2023
\$1,500	January 1 to January 31, 2024,	January 1, 2024
\$1,500	February 1 to February 29, 2024,	February 1, 2024
\$1,500	March 1 to March 31, 2024,	March 1, 2024
\$1,500	April 1 to April 30, 2024,	April 1, 2024
\$1,500	May 1 to May 31, 2024,	May 1, 2024
\$1,500	June 1 to June 30, 2024,	June 1, 2024
\$1,500	July 1 to July 31, 2024,	July 1, 2024
\$1,500	August 1 to August 31, 2024,	August 1, 2024
\$1,500	September 1 to September 30, 2024,	September 1, 2024
\$1,500	October 1 to October 31, 2024,	October 1, 2024
\$1,550	November 1 to November 30, 2024,	November 1, 2024
\$1,550	December 1 to December 31, 2024,	December 1, 2024
\$1,550	January 1 to January 31, 2025,	January 1, 2025
\$1,550	February 1 to February 28, 2025,	February 1, 2025
\$1,550	March 1 to March 31, 2025,	March 1, 2025
\$1,550	April 1 to April 30, 2025,	April 1, 2025
\$1,550	May 1 to May 31, 2025,	May 1, 2025
\$1,550	June 1 to June 30, 2025,	June 1, 2025
\$1,550	July 1 to July 31, 2025,	July 1, 2025
\$1,550	August 1 to August 31, 2025,	August 1, 2025
\$1,550	September 1 to September 30, 2025,	September 1, 2025
\$1,550	October 1 to October 31, 2025,	October 1, 2025
\$1,600	November 1 to November 30, 2025,	November 1, 2025
\$1,600	December 1 to December 31, 2025,	December 1, 2025
\$1,600	January 1 to January 31, 2026,	January 1, 2026
\$1,600	February 1 to February 28, 2026,	February 1, 2026
\$1,600	March 1 to March 31, 2026,	March 1, 2026

\$1,600	April 1 to April 30, 2026,	April 1, 2026
\$1,600	May 1 to May 31, 2026,	May 1, 2026
\$1,600	June 1 to June 30, 2026,	June 1, 2026
\$1,600	July 1 to July 31, 2026,	July 1, 2026
\$1,600	August 1 to August 31, 2026,	August 1, 2026
\$1,600	September 1 to September 30, 2026,	September 1, 2026
\$1,600	October 1 to October 31, 2026,	October 1, 2026

During any extension term, the minimum rent shall be as follows:

- November 1, 2026 to October 31, 2027 - \$1625 monthly rental rate
- November 1, 2027 to October 31, 2028 - \$1650 monthly rental rate
- November 1, 2028 to October 31, 2029 - \$1675 monthly rental rate

During the initial term and any extension term, rental payments are payable in advance prior to the first (1st) day of each month as indicated above, without deduction or set-off, commencing November 1, 2023.

2.2 FIRST PAYMENT. The total amount due for the first payment of minimum rent is \$1,500 which is due no later than November 1, 2023.

2.3 ADDITIONAL RENT. Any other charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease other than minimum rent shall be designated as "additional rent". Failure of Tenant to pay "additional rent" shall give Landlord the right to declare an event of default. Invoices for additional rent will be provided by Landlord to Tenant at the conclusion of each calendar year quarter during the Term of this lease.

2.4 RENT DELINQUENCIES. Should the Tenant, for any reason whatsoever, fail to pay, when the same is due and payable, any "minimum rent", and/or "additional rent" and should said rent not be paid within ten (10) days of the due date, Tenant shall pay a late penalty of \$50. An additional charge of \$50 will take place for every 30 days the payment is late after the first of the month.

2.5 TAXES, ASSESSMENTS, AND OTHER CHARGES. In addition to other charges identified in this agreement, the Tenant shall pay all taxes, assessments, licenses, fees, or other charges that may be levied or assessed upon the Tenant's property, the Leased Premises, or any activity of the Tenant. Should it be determined that the interest of the Tenant in this agreement is taxable, and should any tax be levied, the Tenant shall pay such tax. Upon request by the Landlord, the Tenant shall provide proof of such payment.

2.6 ICE RENTAL RATE. Any daytime non-prime weekday ice rental purchased by Tenant will be discounted \$10.00 off Landlord's regular daytime ice rental rate. For purposes of this provision, "non-prime weekday" means Monday through Friday between 6:00 a.m. – 2:30 p.m. year-round.

ARTICLE III - USE OF PREMISES

3.1 TENANT'S USE. During the term of this Lease, the Leased Premises shall be used solely for the purpose of Athletic Training and administrative purposes for the Tenant and for no other purpose without prior written consent of Landlord.

3.2 COMPLIANCE WITH LAWS AND REGULATIONS.

(a) Tenant covenants and agrees that at all times during the term hereof it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental and/or quasi-governmental laws, rules, regulations and orders, as well as any and all applicable provisions of insurance underwriters of insurance of the Leased Premises or of the Leased Premises.

(b) Tenant hereby agrees to operate its business in accordance with the Americans with Disabilities Act (ADA), codified at 42 U.S. sections 12101 et seq. Among other requirements that may apply to the Leased Premises, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers in order to allow access by disabled persons and to provide auxiliary aids and services for hearing, vision or speech impaired persons. Detailed regulations can be found at 28 C.F.R. Part 36.

3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, the Tenant affirmatively covenants and agrees as follows:

(a) Tenant shall neither permit or suffer or conduct activities creating noise or other nuisance in, on or about said Leased Premises to annoy or disturb any person occupying premises in close proximity or common areas.

(b) Tenant shall keep the Leased Premises, including all service and/or loading areas for the Leased Premises, free from all litter, dirt, and obstructions.

(c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord.

(d) Tenant shall keep said Leased Premises clean and in the sanitary condition required by ordinance and regulations of any governmental or quasi-governmental unit having jurisdiction.

(e) Tenant shall neither permit nor suffer the Leased Premises, or the walls, ceilings, or floors thereof to be endangered by overloading.

(f) Tenant shall not use or permit the Leased Premises to be used for any purpose or purposes other than that set forth in Section 3.1 hereof.

(g) Tenant will control its employees, guests, and invitees to prevent drunken, unruly, or obnoxious behavior.

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 TENANT'S MAINTENANCE AND REPAIRS. Tenant agrees that, from and after the date that possession of the Leased Premises is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Premises including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Premises; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixtures, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees, or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders, or regulations as a result of Tenant's use and or occupancy of the Leased Premises. In the event Tenant is required to make improvements or alterations under the preceding sentence, Tenant may elect to terminate this Lease on 30 days' prior written notice unless Landlord is willing to assume responsibility for payment of expenses related to such improvement. All such repairs, alterations or improvements shall require prior approval of the Landlord. Landlord may inspect the Leased Premises to ensure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Premises as being in good and sanitary order, condition, and repair.

4.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Premises in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Premises, except trade fixtures, shall become a part of the Leased Premises and shall become the property of Landlord. Further, within ninety (90) days prior to the expiration of the term, Landlord shall during reasonable business hours, have the right to show the Leased Premises to third parties for the purpose of again leasing same. Landlord shall schedule appointments with Tenant to show the Leased Premises to third parties, giving at least 48 hours' notice and, to the extent reasonably possible, scheduling such appointments to avoid any disruption to Tenant's business.

ARTICLE V - TENANT LEASE RESPONSIBILITIES

5.1 RESPONSIBILITIES. Tenant shall procure a liability insurance policy on the Leased Premises in the minimum amounts of \$ 2,000,000 aggregate and \$ 1,000,000 per occurrence and shall name Landlord as an "additional insured" thereunder and shall provide Landlord with a certificate thereof.

Tenant shall comply with all applicable City of Richfield ordinances.

ARTICLE VI – UTILITIES and MAINTENANCE

6.1 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect, or omission of the public utility serving the Leased

Premises or for any reason not attributed to Landlord.

6.2 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability, therefore.

6.3 CUSTODIAL SERVICE, GARBAGE AND REFUSE COLLECTION. All garbage and refuse shall be kept in closed bags/containers and shall be placed in the exterior containers designated for such purpose.

6.4 TELEPHONE SERVICE AND INTERNET ACCESS. The Tenant may use its own telephone system provided it does not result in any structural alterations to the Leased Premises or other area within the Leased Premises, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the Leased Premises. The Tenant may use the Landlord's WIFI system free of charge as long as it's not used for Point-of-Sale purposes. The Tenant must obtain its own WIFI system if using it for Point-of-Sale methods.

ARTICLE VII - ALTERATIONS AND TENANT IMPROVEMENTS

7.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, any alterations, or changes in the interior of the Leased Premises in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's consent where required, all in accordance with this Article. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant's fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Premises that could result in attachment to the Leased Premises or to the Leased Premises of mechanics or materialmen's liens without securing payment and performance bonds for such work in a form satisfactory to Landlord.

7.2 NOTICE TO LANDLORD. Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Premises. Tenant shall provide Landlord, upon request with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's determination. If Landlord determines that the proposed

work would create a structural or design change, then the same must be approved in writing by Landlord prior to the commencement of any work or the delivery of any materials therefor.

7.3 LEASED IMPROVEMENTS. All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

7.4 SIGNS. No signs, advertisements, placards, or notices shall be placed or painted on any part of the Leased Premises or the Leased Premises without the prior written authorization of Landlord.

ARTICLE VIII - DESTRUCTION AND RESTORATION

8.1 DAMAGE. If a significant portion of the Leased Premises shall be damaged or destroyed by any casualty, Landlord shall have the option to rebuild or to terminate this Lease. If the Leased Premises cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord has the right to terminate this Lease from the date of such damage or destruction by giving a notice to the Tenant. If due to such damage or destruction, Tenant is unable to use the Leased Premises for 30 days, Tenant shall have the right to terminate this Lease by giving Landlord written notice. The obligation to pay rent shall cease as of the date of the casualty and shall not commence again until and unless the space is made ready for occupancy.

ARTICLE IX – WAIVER AND INDEMNITY

9.1 WAIVER AND INDEMNITY.

(a) Landlord and its officers, council members, mayor, and employees shall not be liable to Tenant, or those claiming by, through or under Tenant, for any damage or claims, however caused, arising from loss or damage to books, records, computer or other electronic equipment, data or media, files, artwork, money, securities, negotiable instruments or papers, or any other personal property in the Leased Premises or Leased Premises, the interruption in the use of any cellular or wireless communication devices or the interruption in the use of the Leased Premises, any fire, robbery, theft, assault, or any other casualty, any leakage or bursting of pipes or water vessels or any roof or wall leakage or other water damage, in any part or portion of the Leased Premises or Leased Premises and Tenant hereby releases Landlord from liability with respect thereto.

(b) Tenant shall indemnify, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and its officers, council members, mayor, and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorneys' fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, any other tenant in the Leased Premises, or to any other person rightfully in the Leased Premises

(I) occurring in or about the Leased Premises, or (ii) caused by the negligence or misconduct of Tenant or any of its representatives, employees, visitors, guests or other associated parties, or (iii) resulting from the violation of the provisions of this Lease by Tenant or its employees; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment, data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Premises; or (c) any loss or damage resulting from interference with or obstruction of deliveries or access to or from the Leased Premises. The covenants set forth in this Section shall survive the expiration of the Lease and any earlier termination thereof.

ARTICLE X - TENANT'S DEFAULT

10.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid after the fifteenth (15th) day of the month; provided, however, that Tenant shall not be in default under this paragraph 10.1(a) until five days after Landlord has given written notice to Tenant of default by reason of failure to make timely payment of rent; or
- (b) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Premises or shall vacate or abandon Leased Premises. Tenant will be deemed to have vacated, closed or abandoned the Leased Premises if it fails to conduct its business on the Leased Premises during regular working hours for a period of more than thirty (30) consecutive business days without prior written authorization of Landlord; or
- (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Premises; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
- (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant or any guarantor, shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

10.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of

default, Landlord may elect to: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; or (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota, Minnesota Statutes Chapter 504B, and take and hold possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Without limiting the foregoing, in other words, under an election under alternative (2), Tenant shall remain liable for all remaining rent under the Lease for the remaining term of the Lease (subject to offset for amounts received by Landlord upon reletting the Leased Premises), but Tenant shall no longer be entitled to any rights of possession of the Leased Premises. Upon re-entry Landlord may remove all personal property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's sole subjective discretion shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the premises to the extent deemed by the Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by the Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, additional rent, late charges, additional rent payable for and otherwise, and any and all charges payable by Tenant hereunder or under other agreements with the Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; PLUS
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Premises, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Premises, including attorneys' fees, expended in the collection of rents; PLUS
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of termination or re-entry for the balance of the

term of this Lease had the Lease not been terminated or re-entry made, together with interest thereon at the rate of two percent (2%) per annum in excess of the prime rate as quoted by U.S. Bank National Association to its best customers, or the highest rate permitted by law, whichever is less from due date until paid, PROVIDED THAT, in the event the Leased Premises is relet (which reletting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the original term hereof then, for each month during such reletting for which Landlord receives net avails of such reletting, Tenant shall be entitled to a credit against its liability to Landlord for such month in an amount equal to such net avails, and PROVIDED FURTHER that, in lieu of damages set forth in the foregoing provisions of this Section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within ninety (90) days after termination or re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to fifteen percent (15%) of the rents that would have been due and payable for the portion of the balance of the term of the Lease from the date of early termination or re-entry through the final lease year.

10.3 COSTS, EXPENSES AND ATTORNEYS' FEES. If one party is required to seek legal counsel for collection or to commence litigation or another dispute resolution proceeding in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or dispute resolution proceeding shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 HOLDING OVER. If either party terminates this Lease Agreement and in the event that Tenant continues to occupy the Leased Premises after the expiration of the term of this Lease hereof without entering into a new Lease hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained, except where same are not applicable, and except that the rental during such holdover period shall be the then current "minimum rent" plus fifty percent (50%) thereof and all "additional rent" shall continue to be paid.

11.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

11.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause,

term or provision of this Lease that is illegal, invalid, or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

11.4 PROVISIONS BINDING ON SUCCESSORS AND ASSIGNS. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representative, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.

11.5 The Tenant will be able to utilize the City's outgoing mail drop.

11.6 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Lease.

11.7 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail whichever shall first occur. Notice shall be addressed to:

Landlord: CITY OF RICHFIELD
636 EAST 66TH STREET
RICHFIELD, MN 55423
Attn: Recreation Services Director

Tenants: The Fortis Academy
12280 Travois Rd
Eden Prairie, MN 55347

Attn: _____

or to any other address as shall be designated by written notice.

Where in this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

11.8 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

11.9 PRONOUNS. As utilized in this Lease, the "singular" pronouns shall include the "plural", and the "masculine" shall include the "feminine" and the "neuter" and vice versa, unless a contrary intent specifically appears.

11.10 ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublet any

portion of the Leased Premises without first obtaining the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. In no event may Tenant assign this Lease or sublet any portion of the Leased Premises if Tenant is in default of any of its obligations under this Lease. No assignment by Tenant shall relieve Tenant of any obligation under this Lease, and Tenant shall remain fully liable hereunder. Any attempted assignment by Tenant in violation of the terms and covenants of this section shall be void. Any consent by Landlord to a particular assignment shall not constitute Landlord's consent to any other or subsequent assignment, and any proposed assignment by a subtenant of Tenant shall be subject to the provisions of this section as if it were a proposed assignment by Tenant.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD: CITY OF RICHFIELD

BY: _____
City Manager

BY: _____
Recreation Services Director

BY: _____
Mayor

TENANTS: The Fortis Academy LLC

BY: _____
Josh Levine
ITS: Manager



STAFF REPORT NO. 132
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jay Henthorne, Director of Public Safety/Chief of Police
Jay Henthorne, Director of Public Safety/Chief of Police
10/3/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
10/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of an agreement between the Richfield Department of Public Safety and The Axtell Group.

EXECUTIVE SUMMARY:

The Richfield Department of Public Safety issued a Request for Qualifications for an organizational and staffing study of the Public Safety Department. A study of this magnitude has not been performed in the last three to four decades. There have been no significant staffing changes to the Department since the 1970's. The profession of policing has substantially changed over the past five to ten years and while the Richfield Department of Public Safety has kept up with those changes there will be more challenges ahead that the Department needs to be prepared for regarding staffing, delivery of service, and community involvement. The City of Richfield and its Department of Public Safety are not immune to these challenges; while we have taken several forward looking actions to address concerns within the profession such as an embedded social worker position, body worn cameras, use of force data published on the website, along with our complete policy manual. Additionally the Public Safety Department published a five year strategic plan to better meet these challenging needs. However as we begin forecasting into the next five to ten years we want to assure the community that we are able to provide the high level of service that is expected of the department.

The process was open for several weeks. Three companies submitted proposals and a review board of Public Safety picked The Axtell Group. The board felt The Axtell Group fit the qualifications extremely well regarding community objectives in the RFQ and service delivery.

RECOMMENDED ACTION:

By motion: Approve the proposal for a organizational and staffing assessment with The Axtell Group.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

The Richfield Department of Public Safety has not taken such an in-depth study of the organization as a whole, and the services provided. The City survey and focus groups relating to the City Strategic Plan had public safety as one of the top priorities for the business and community members. Taking that information along with our Department's Strategic Plan and the ever evolving police profession we need to look at the organization and adjust accordingly to meet these objectives and plan for the future.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

This organizational and staffing study will help service the under-served population by providing more in-depth

services to crime victims, calls for service, investigations, and community oriented policing.

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

None

D. **CRITICAL TIMING ISSUES:**

The Department would like to get this study done within the next several months to correlate with the comp and class study along with future challenges that could come along as we move into the next couple of years within the public safety arena.

E. **FINANCIAL IMPACT:**

The proposed cost for this project is \$69,900.00. The Department is looking at using the allotted one time public safety money that will be distributed by the legislature in December of 2023. If the proposal is approved, the funding and expenditure will be added to the 2023 Revised Budget.

F. **LEGAL CONSIDERATION:**

The Department has followed the process of RFQ/RFP and advised the Axtell Group that they would be selected pending Council approval. The other two organizations have been notified of appreciation for their proposals and that they were not selected to move on in the process.

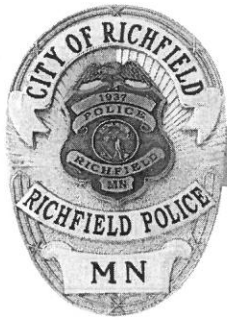
ALTERNATIVE RECOMMENDATION(S):

Council could deny the proposal, however we would not have an in-depth analysis on how to continually evolve in a rapidly changing profession for the next several decades.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
□ RFQ and Proposal	Backup Material



RICHFIELD

POLICE DEPARTMENT

Request for Quote (RFQ)

PURPOSE

This purpose of this RFQ is to solicit a proposal from an individual or organization to provide an organizational and staffing assessment for The Richfield Department of Public Safety

ABOUT US

The Richfield Department of Public Safety Department provides professional, trusted services to community members, businesses, and visitors by remaining grounded in our mission, core values, and procedural justice. Information about City of Richfield and the Richfield Department of Public Safety Department can be found at:

https://www.richfieldmn.gov/departments/public_safety/index.php

SCOPE OF DESIRED SERVICES

We are looking for your help to:

- Review for context:
 - Current Department of Public Safety Strategic Plan Priorities, Mission, and Core Values
 - Current City Council Strategic Priorities
 - Current City Organizational Values
- Analyze current and historical staffing, scheduling and deployment models, sworn and civilian.
- Provide recommendations to help the department meet community needs, department expectations, and legal standards.
- Engage internal and external stakeholders to understand the City's unique, diverse needs and expectations.
- Recommend best practices that raise operational and community engagement standards, employee wellness and retention, recruitment, leadership, patrol response, criminal investigation, training, business licensing, environmental health, and staff professional development.
- Provide recommendations that will help reduce civil liability and deliver programming that prevents crime, increases community safety, and builds trust.
- Evaluate specialties and expanded functions of Public Safety.
- Align with community expectations, best practices, and current and future needs.

Your quote should list the service price for each item or submit a bulk quote for all services requested. Please provide a description of the services included in the quote.

ABOUT YOU

Policing and Public Safety has experienced historic challenges, changes, and expectations. Understanding policing in Minnesota, experience working as a police chief and Director of Public Safety or high-level police leadership equivalent, evidence of positive impacts with diverse communities, and reputation of providing trusted services between police and public safety and communities is preferred. Must take a collaborative approach with our team.

SUBMISSION

Please submit your quote electronically. Quotes are due no later than Friday September 8, 2023, at 1600 hours to JHenthorne@richfieldmn.gov. We anticipate a decision by September 27, 2023.

If you have any questions, please contact Deputy Chief Mike Flaherty at MFlaherty@richfieldmn.gov.

Friday, Sept. 8, 2023

Proposal

Organizational & Staffing Study

Richfield Department of Public Safety



Proposed By:

The Axtell Group

Todd Axtell, President & CEO
651-925-7169

576 Warwick St.
St. Paul, MN 55116



The Axtell Group
BUILDING YOUR BANK OF TRUST

theaxtellgroup.com

Friday, Sept. 8, 2023

Chief Henthorne,

Thank you for the opportunity to submit this proposal in response to the City of Richfield's Request for Quote (RFQ) seeking an organizational and staffing assessment for its Department of Public Safety.

My team and I have carefully read and reviewed the RFQ, the Department of Public Safety's Five-year Strategic Plan, and the City's values, mission and priorities. I'm pleased to confirm that we are qualified, prepared and excited to collaborate with your team on this important project.

The Axtell Group is a nationally recognized public safety consulting firm with deep roots in Minnesota. We leverage more than 100 years worth of hands-on public safety leadership experience and a deep working knowledge of 21st Century Policing best practices to help agencies get the most out of their resources and improve the quality of life for the people they serve.

Our team understands the changing and increasingly challenging landscape of policing. We also understand the power of engaging diverse groups of stakeholders and the importance of providing peace officers with the support they need to deliver services in ways that not only meet community needs, but also align with community values.

We have extensive experience assessing and assisting police departments, helping them adjust operational capacity to ensure resources are deployed efficiently and effectively. Our goal is always to help agencies reduce, solve and prevent crime; improve the quality of life for residents and visitors to their cities; leverage new technologies to improve efficiencies and outcomes; strengthen communications; and develop their teams. Always, we take a community-centered approach to our work.

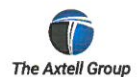
It would be an honor to help the City of Richfield and its Department of Public Safety do the same.

If you have any questions or require additional information, please do not hesitate to reach out to me directly.

Respectfully,



Todd Axtell
President and CEO
The Axtell Group
651-925-7169



■ Table of Contents

Executive Summary	1
About the Axtell Group	3
Why the Axtell Group	4
Project Personnel	5
Project Approach	6
Timeline & Project Cost	13



Executive Summary

Between 2016 and 2022, a seismic and necessary shift occurred in law enforcement and public safety — and much of the change began in the Twin Cities.

Several controversial and high-profile incidents involving metro police officers resulted in the tragic loss of lives, community anger and calls for meaningful reform. In many cities, the relationship between residents and their police officers became strained. Trust was broken, and an alarming number of police officers left the profession with not enough aspiring law enforcement professionals to fill their shoes.

Cities soon faced a daunting challenge: re-evaluate the way they deliver policing and public safety services to ensure they align with and meet community needs, expectations and values while addressing rising crime and a shortage of officers.

The City of Richfield and its police department were not immune to these challenges and took several forward-looking actions to address community concerns. An embedded social worker position was added to the agency, officers began wearing body-worn cameras, use of force data was published and the use of force policy was revised.

Additionally, the police department published a five-year (2021-2026) Strategic Plan focused on five strategic priorities:

- Reducing, solving and preventing crime
- Improving quality of life issues
- Integrating technology into the agency
- Strengthening communications
- Developing and retaining a quality workforce.

Accomplishing these goals requires the strategic allocation of limited resources.

With more than a century's worth of combined experience at the highest levels of law enforcement; a track record of success helping busy, urban police departments navigate these historic challenges, changes and expectations; and a deep appreciation for Richfield's unique attributes, the Axtell Group is the ideal partner for this project.

We'll use a proven approach to gather qualitative and quantitative data, develop a clear picture of current and future policing and public safety needs, and provide smart, actionable recommendations built on a solid foundation of best practices.

Like the Richfield Police Department, the Axtell Group takes a community-centered approach to our work.

■ Executive Summary

A Community-Centered Assessment

The Axtell Group understands that each community has its own unique culture, challenges and public safety needs. Time-tested best practices and emerging innovations are most effective when tailored to a city's specific characteristics.

Richfield is located in the heart of the Twin Cities metro. Its nearly seven square miles are bordered by Minneapolis to the north, Bloomington to the south, Edina to the west and the Minneapolis-St. Paul International Airport to the east. Interstate 35W winds through the center of the city, which is bracketed by Interstate 494 on the south, Highway 62 on the north and Highway 77 on the east.

These attributes help make Richfield a hub of urban energy and activity — yet it maintains its small-town feel.

The city's 36,000 residents have a strong sense of community spirit, take great pride in their schools and enjoy high-quality city services, including in the areas of public safety.

The Richfield Police Department has an authorized strength of 46 sworn police officers who are supported by 11 non-sworn employees. Together, these law enforcement professionals provide around-the-clock public safety services to a diverse population of residents, businesses large and small, and thousands of commuters and visitors who pass through the city each day.

In addition to leveraging data analysis to evaluate the police department's structure, staffing, scheduling, operations and policies, the Axtell Group will ensure that community voices are represented:

- Community leaders from groups traditionally underrepresented in law enforcement
- Elected officials and city employees from departments that frequently work with the police department
- Members of the business community
- Members of the faith community
- Parents, students and educators
- Sworn and civilian RPD employees.

Information gathered from these groups, combined with demographic, crime, operational and other data, will inform our recommendations and ensure they reflect the city's unique culture, challenges and public safety needs while enhancing the agency's capacity to deliver services effectively and efficiently.



About the Axtell Group

The Axtell Group is a public safety consulting firm specializing in helping law enforcement agencies and cities achieve excellence in policing, reduce risk and plan for the future by identifying and analyzing strengths, opportunities for growth, community expectations and current and future needs.

Founded by Todd Axtell, who retired as Chief of Police for the City of Saint Paul, Minn., after a distinguished 34-year career, the firm brings more than a 100 years worth of practical wisdom to its projects thanks to a combination of real-world experience and a deep understanding of proven theories and best practices.

For six years (2016-2022), Axtell and his team successfully led Minnesota's capital city police department through budget cuts, staffing challenges, a global pandemic and a nationwide discussion about the future of policing.

During that time, Chief Axtell, Assistant Chief Robert Thomasser and Communications Director Steve Linders kept the department on course by constantly analyzing data, community needs and crime trends; engineering and re-engineering its staffing and deployment model; developing innovative programs to meet emerging needs; significantly reducing risk to the department, its officers, and the city; and energizing a workforce that stood at the center of an unprecedented storm.

With an unwavering commitment to building trust through community engagement and collaboration, historic levels of transparency, and accountability at all levels of the agency, we helped the Saint Paul Police Department not only survive — but thrive. Today, we use our community-centered approach to help other agencies do the same.

Over the last year, we've completed staffing assessments for the Burnsville and Oakdale police departments, provided strategic counsel for police chiefs and sheriffs across the state and country, and developed a reputation as collaborative partners who provide practical, actionable and community-centered guidance that is grounded in industry best practices.

We help police departments understand and adjust their operational capacity to ensure city resources are deployed efficiently and effectively. Our commitment to developing recommendations tailored specifically for your unique needs is what sets us apart.

As Tanya Schwartz, Chief of Police for the Burnsville Police Department noted, "The thing I liked best about working with the Axtell Group was the way their team went beyond the usual metrics to gain a deep understanding of our culture, our community and our unique needs. It was clear they not only cared about the work they were doing, but also our police department and the people we serve."

■ Why the Axtell Group?

We are your collaborative, community-focused strategic partners.

We provide a comprehensive, quantitative and qualitative appraisal of your police department, your city's public safety needs and your community's expectations.

We prepare you for success.



Our Values

01

Cooperation and Collaboration. While independent and objective, we'll work closely with your leadership team throughout the project to ensure we're focused, within scope and delivering an assessment that is thorough, reliable and specific to Richfield.

02

Meaningful Community Engagement. We'll formally seek input from diverse community voices, including police department and City employees, civic and business leaders, elected officials, parents and students.

03

Actionable Recommendations. We'll use quantitative and qualitative data to develop smart, actionable recommendations tailored specifically to meet Richfield's unique needs and align with its community values.

References available upon request.

"We hired the Axtell Group to conduct a staffing assessment for our police department. They dove in, analyzed a large amount of data, conducted interviews with employees at all levels of the City, observed our police department operations, brought community to the table, and delivered a report that will help us take our police department to the next level while holding onto the intangible attributes that make our city and police department so unique."

-Gregg Lindberg, City Manager, Burnsville, Minn.

■ Project Personnel



Todd Axtell is the president and CEO of the Axtell Group. He has dedicated his professional life to public service, including 33 years with the Saint Paul Police Department, the last six as Chief of Police.

Throughout his career, Todd has championed trust, transparency, community engagement, diversity and the highest levels of accountability. He and his team are credited with helping make the Saint Paul Police Department a model of excellence that's emulated and admired throughout the state and country.

During his tenure at the helm of the agency, Todd assembled a diverse leadership team; instituted innovative training programs focused on ethical policing, moral courage, de-escalation and officer wellness; and led successful efforts to increase the diversity of law enforcement professionals through novel recruitment programs.

His strategic investments in investigations led to clearance rates well above the national average. He made community engagement and increasing diversity top priorities — and achieved both. Under his leadership, the department connected with its community at historic levels and saw a 41 percent increase in the number of diverse employees.

Todd and his team also conducted a top-to-bottom review of Saint Paul Police Department policies and procedures, instituted best practices that resulted in officers using lower levels of force than ever before, reduced civil payouts related to police misconduct to historic lows, and publicly shared more data about traffic stops, arrests and use of force than ever.

Todd is a lifetime member of the Police Executive Research Forum (PERF), a past board member of the International Association of Chiefs of Police (IACP) and a graduate of the FBI National Executive Institute. He earned a master's degree in Police Leadership, Administration and Education from the University of St. Thomas.



■ Project Personnel



Robert Thomasser is the Axtell Group's chief operating officer. He has more than 32 years of law enforcement experience, including running the day-to-day operations of the Saint Paul Police Department for six years.

Rob specializes in risk assessment and mitigation, strategic planning, change management, and the development and execution of innovative programs that build community trust, improve organizational performance and enhance public safety as well as a community's overall sense of safety.

He was born and raised in St. Paul, Minn., and began his law enforcement career with the Los Angeles County Sheriff's Office. Rob joined the Saint Paul Police Department in 1991, where he worked in nearly every corner of the agency. He has a well-established tactical background as a team leader, commanding officer and division chief. He also has extensive patrol operations and investigative experience and served as the assistant chief of police for six years under two different police chiefs.

During his time managing the day-to-day operations of the Saint Paul Police Department, Rob developed staffing and deployment models that addressed both community safety and community expectations; established programs and policies that helped make the agency more transparent, responsive, and better positioned to navigate the ever-changing public safety dynamics in Minnesota's capital city; ensured the agency was meeting or exceeding 21st Century Policing principles; and secured buy-in and support from the workforce — officers and civilians alike.

Today, Rob leverages his extensive experience and understanding of best practices to help other agencies understand and adjust their operational capacities to meet community needs.

He frequently mentors and coaches police chiefs and aspiring leaders with agencies of all sizes and is a long-time member of the Police Executive Research Forum (PERF) as well as the International Association of Chiefs of Police (IACP).



■ Project Personnel



Camille Hepola, MBA, MPA, is a senior advisor with the Axtell Group, where she specializes in solving complex challenges for public and private sector organizations.

She's passionate about helping communities thrive through community engagement and awareness of government services. Her purpose, and gift of communication, are frequently called upon by leaders and elected officials at the federal, state and local levels to assist with the development and refinement of various policies and legislative priorities, including public safety initiatives, economic development projects and city management initiatives.



Steve Linders is the chief communications officers for the Axtell Group. He's a strategic communications and public affairs professional who's helped many of Minnesota's most venerable public and private organizations build trust, enhance their reputations, minimize risk and protect their brands.

He started his career in book publishing 25 years ago. Since then, he's led public relations and community engagement activities for the University of Minnesota, Allina Health, Saint Paul Public Schools and the Saint Paul Police Department.



Warsame Shirwa is a senior advisor with The Axtell Group. He specializes in community relations, education and outreach. Born in Mogadishu, Somalia, he came to the United States as a political refugee and has dedicated his life to education and outreach to other new immigrants and traditionally marginalized groups.

In addition to serving as a community outreach specialist with the Saint Paul Police Department, Warsame has worked with the U.S. Department of Homeland Security, nonprofit organizations and community organizations.

Project Approach

Our work is distinctively collaborative and iterative driven. This project will include five stages — conceptualization, design and planning, data collection, data analysis, and dissemination of findings and recommendations.

Conceptualization — We'll begin by meeting with City and police department leaders to review and discuss the scope and goals of this project. This stage provides a valuable opportunity to identify any necessary adjustments to the concept as framed and described in this proposal.

Design and Planning — Essentially the first step in the working process, we'll collaborate with police department and City leaders to identify data needs, key internal and external stakeholders, and available performance metrics. The design and planning phase provides the roadmap for completing the assessment.

Data Collection — This phase includes the collection of law enforcement and community data and records, the administration of an employee survey, interviews with key stakeholders, a meeting with a diverse group of community leaders, and review of policies, schedules and more.

Data Analysis — During this phase, our team will synthesize and evaluate quantitative and qualitative data. We'll compare these data with community expectations and law enforcement best practices to identify strengths, opportunities to improve and the department's overall capacity to achieve the goals, as outlined in its Strategic Plan.

Dissemination — We will produce, in an electronic format (or print, if requested), a final report that objectively establishes the Richfield Police Department's operational capacity to deliver comprehensive police service in a manner that meets community needs and expectations. Additionally, the report will provide agency-specific, actionable recommendations to assist the police department as it works to:

- Meet community needs, department expectations and legal standards
- Expand leadership's capacity to plan for the future
- Raise standards related to operations and community engagement activities
- Enhance patrol response, criminal investigations, training and more
- Enhance officer wellness, recruitment professional development and retention
- Reduce civil liability, increase specialty programs and reduce risk.

■ Phases One & Two

Conceptualization + Design and Planning

Preliminary Planning Meeting— The Axtell Group’s team will conduct an in-person initial project planning meeting with the chief of police and other members of his leadership team to review the concept presented in this proposal.

This important meeting provides an opportunity to clarify the scope of the project, its goals and timeline as well as identify members of the city and police department’s project team who will play important roles in gathering and disseminating data, assisting with interviews, facilitating an employee survey, and managing the project.

Work Plan and Schedule Development — Information gathered at the preliminary planning meeting will be used to develop a detailed work plan, schedule and process for ongoing information sharing and regular status updates with City and police department leaders.

The workplan and detailed schedule will be shared with City and department leaders for their input and feedback, which will be incorporated into the plan before it is implemented.

Kickoff Meeting — Once the work plan and schedule have been approved, we’ll hold a kickoff meeting with the city’s project team to ensure there is universal understanding of the goals, scope and timing of the project.

We’ll also provide a detailed list of existing agency data needed for the project as well as additional information about our process, team and the role each will play throughout the course of the project.



■ Phase Three

Data Collection & Empirical Observation

Data Collection — The Axtell Group's team will work with members of the City and police department's project team to collect existing and relevant community, law enforcement and city data, including but not limited to:

- Current and historic crime data
- Current and historic staffing data
- Current and historic scheduling data
- Recruitment, retention and training data
- CAD/RMS data
- Department policies and procedures
- Budget data
- Community feedback data.

Empirical Observation — The Axtell Group's team will add context to the collected data by engaging in empirical observation:

- Ride-along with a Richfield officer
- Testing of department technology
- Observation of daily policing activities
- In-person visits to various units

Community Engagement — The Axtell Group's team will ensure a diverse group of community members, including city and police department employees, have opportunities to share their experiences, ideas and concerns:

- Community meeting with diverse community leaders, including representatives from advocacy groups, business, faith and education
- Police department employee survey
- One-on-one interviews with key sworn and non-sworn police department employees, city employees, and community leaders
- One-on-one discussions with elected officials



■ Phase Four

Data Analysis

Best Practices Comparison — Using 21st Century Policing principles as a guide, the Axtell Group will compare Richfield Police Department data to industry best practices. The results will help determine the agency's capacity to meet or exceed these standards.

City Needs and Expectations — We'll analyze data collected through interviews and discussions with city employees and elected officials to assess the Richfield Police Department's current and future capacity to meet the needs and expectations of the city and its departments.

Community Needs and Expectations — We'll use data collected through interviews and the meeting with community leaders to assess the police department's capacity to meet the current and future needs and expectations of the community, including residents, advocacy groups, neighborhoods, small and large businesses, schools and religious organizations.

Police Department Employee Needs and Expectations — We'll use data collected through employee interviews, empirical observation and the employee survey to assess the department's capacity to meet the needs and expectations of sworn and non-sworn employees.



■ Phase Five

Report Dissemination

Findings and Recommendations — We'll prepare a detailed report highlighting the police department's strengths as well as areas that could be enhanced to ensure it has the organizational, structural, programmatic, staffing and policy capacity to efficiently meet the future needs of its community and achieve its goals.

The report will be based on data, empirical observation and, perhaps most importantly, feedback from the community itself.

Our recommendations will be grounded in current best practices, supported by data, realistic, actionable and developed specifically for the City of Richfield, its police department and the people they serve.

Recommendations will focus on several critically important focus areas, including:

- Operational efficiency and effectiveness
- Patrol response
- Community engagement
- Criminal investigations
- Recruitment, retention and wellness
- Training and staff development
- Leadership capacity
- Risk reduction, crime prevention and building trust.

Presentation of Findings and Recommendations — Upon publication of the final report, the Axtell Group will present its findings, in-person, to city and police department leaders.

We'll work with city and department leaders to determine the time and location of the presentation.

Ongoing Consultation and Support — If requested, members of the Axtell Group's assessment team will make themselves available to answer questions and provide ongoing consultation and support as the police department considers the recommendations.

Our goal is to serve as your strategic partner as you strive to reach your policing and public safety goals.



■ Timeline

The Axtell Group understands the importance and urgency of this project.

In our experience, projects of this size and scope require four months to complete — from the initial planning meeting to the presentation of the final report:

- **Conceptualization** — Will be completed through final negotiations at the time a contract is signed.
- **Design and Planning** — We anticipate this taking five days to complete.
- **Data Collection** — We anticipate this taking 60 days to complete.
- **Data Analysis** — We anticipate this taking 60 days to complete.
- **Report Production & Dissemination** — Immediately upon completion of assessment.

■ Project Cost

The Axtell Group anticipates allocate between 350 and 400 hours to complete this project. This includes several on-site visits, ride-alongs, a community meeting and interviews with dozens of stakeholders.

The total proposed cost for this project is \$69,900.

As you consider our proposal, please know that we are happy to discuss the addition or elimination of certain elements or areas of focus.



Thank You!

We appreciate the
opportunity to submit our
proposal and look forward to
working with your team!

Project

Contact: **Todd Axtell, President and CEO**
651-925-7169 | ToddAxtell@theaxtellgroup.com



STAFF REPORT NO. 133
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Rachel Lindholm, Sustainability Specialist
Kristin Asher, Public Works Director
10/3/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Chris Link, Deputy Public Works Director
Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consideration of the second reading of a proposed ordinance modifying the electric and gas franchise fees.

EXECUTIVE SUMMARY:

The City's existing franchise fees have historically helped fund improvements in the right-of-way. In order to cover growing needs, proposed projects, and to establish a budget for sustainability projects, fee increases are proposed. The proposed ordinance change would increase residential franchise fees by \$1 per month per utility, for a total of \$24 annually per residential property.

RECOMMENDED ACTION:

Conduct and close the public hearings and by motion:

- 1. Approve the second reading of a proposed ordinance modifying the electric franchise fee on Northern States Power d/b/a Xcel Energy for providing electric service within the City of Richfield.**
- 2. Approve the second reading of a proposed ordinance modifying the gas franchise fee on CenterPoint Energy for providing gas service within the City of Richfield.**
- 3. Approve a resolution authorizing summary publication of said ordinances.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City first adopted an Electric Franchise Fee Ordinance and Gas Franchise Fee Ordinance in December 2003 and implemented them in early 2004.
- The Franchise Fees were increased in 2014 from \$2.10 per quarter for each utility to \$4.10 per quarter for each utility.
- The Franchise Fees have not been changed since the 2014 rate increase despite routine annual increases in electric and gas utility rates.
- Funds generated by the Franchise Fees have been used for street maintenance functions, for the purchase, treatment, or removal of boulevard trees, and to mill and overlay City streets.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity Considerations: Staff worked to make sure increases were spread equitably across residential and commercial users, ensuring that residents did not see disproportionately higher increases despite making up the vast majority of utility accounts citywide.

Strategic Outcome Considerations: Increasing the Franchise Fees to fund various street maintenance, forestry, and sustainability efforts works to ensure "City infrastructure supports service needs" while making use of "sustainable infrastructure financing".

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

The underlying Franchise Fee agreements govern the process for increasing the Franchise Fees.

D. **CRITICAL TIMING ISSUES:**

In order to collect fees in early 2024, this process has to be under way to have sufficient time for both ordinance readings, the public hearing, and the required amount of time between the second reading and when the increase can take effect. There are also timeline considerations based on the processes the utility companies need to undertake in order to collect the revised fee.

The franchise fee increases will go into effect February 1, 2024.

E. **FINANCIAL IMPACT:**

- The cumulative annual fees would generate a revenue increase of approximately \$540,000, bringing the total generated to \$2,430,000.
- The increases for each class vary depending on the category. Staff have proposed smaller percentage increases for the residential class compared to the three commercial classes. Residential users will see a \$1 per month increase on both their Xcel and Centerpoint bills. Estimated calculations show an approximate increase per household from \$98.40 per year to \$122.40 per year.
- Collection of the Franchise Fee revenues are used solely for right-of-way improvements currently. A full list of current uses are:

Bond Payments

- Mill and Overlay Program

Pavement Management

- Concrete
 - Curb
 - Sidewalk replacement
- Sealcoat/Reclamite
- Cracksealing
- Pavement Assessment
- Bicycle Network Striping

Forestry

- Ash Tree Injections
- Diseased Boulevard Tree Removal
- Tree Planting

Misc. Right-of-Way Projects

- Pedestrian Improvements
- SRTS Projects
- 77th Street Railroad Crossing
- Public Works Storage Area
- Retaining Wall Replacement
- Speed Limit Implementation
- This increase in Franchise Fee revenue will cover additional right-of-way improvements such as ADA Improvements and designate funding for sustainability projects.

F. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the proposed ordinances and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<div data-bbox="164 149 185 180">📄</div> <div data-bbox="224 149 472 180">FF Electric Ordinance</div>	Backup Material
<div data-bbox="164 191 185 222">📄</div> <div data-bbox="224 191 436 222">FF Gas Ordinance</div>	Backup Material
<div data-bbox="164 233 185 264">📄</div> <div data-bbox="224 233 454 264">Sum Pub Resolution</div>	Backup Material

ORDINANCE NO.

**CITY OF RICHFIELD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON
NORTHERN STATES POWER D/B/A XCEL ENERGY FOR PROVIDING
ELECTRIC SERVICE WITHIN THE CITY OF RICHFIELD**

THE CITY OF RICHFIELD ORDAINS:

SECTION 1. The City of Richfield Municipal Code Appendix E is hereby amended as follows:

Subdivision 1. Purpose. The Richfield City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Richfield.

- (a) Pursuant to City Ordinance No. 2007-5, a Franchise Agreement between the City and Northern States Power Company, d/b/a Xcel Energy, the City has the right to impose a franchise fee on Xcel Energy in amount and fee design as authorized in Section 9.1 of the Xcel Energy Franchise.
- (b) Pursuant to City Ordinances 2010-6 and 2013-25, the City exercised its right to impose a franchise fee on Xcel Energy. This includes the right to modify the fee amount with the consent of Xcel Energy as to amount and notice period, to which Xcel Energy has consented.
- (c) Pursuant to Ordinance 2023-XX, the City modified the franchise fee on Xcel Energy.

Subd. 2. Franchise Fee Statement. Pursuant to Ordinance 2023-XX amending Ordinance 2013-25, the franchise fee imposed on Xcel Energy under its Electric Franchise is hereby amended. The amended fee schedule is attached hereto and made a part of this ordinance, commencing with Xcel Energy's January 2024 billing month. The franchise fee income shall be used for right-of-way management and sustainability efforts.

Subd. 3. Payment and Fee Design. The franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.3 of the Franchise. This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that Xcel Energy will surcharge its customers in the City the amount of the fee.

Subd. 5. Record Support for Payment. Xcel Energy shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subd. 6. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.

Subd. 7. Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon Xcel Energy by certified mail. It has been agreed to in advance by Xcel Energy's representatives that Xcel Energy will abide by the provisions of this Subdivision 7, provided fee collection will not commence before the later of the Company billing month set forth in subdivision 2 or the first billing month commencing 20 days after the foregoing effective date of the franchise fee.

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

Adopted this 10th day of October, 2023

Mary B. Supple, Mayor

Katie Rodriguez, City Manager

APPROVED AS TO FORM:

Dustin Leslie, City Clerk

EXHIBIT A

XCEL ENERGY ELECTRIC FRANCHISE

FEE SCHEDULE

<u>Class</u>	<u>Fee Per Meter</u>	
Residential	4.10	5.10
Sm C & I – Non-Dem	12.50	17.00
Sm C & I - Demand	30.00	41.25
Large C & I	185.00	263.00

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

ORDINANCE NO.

**CITY OF RICHFIELD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**AN ORDINANCE MODIFYING THE GAS FRANCHISE FEE ON
CENTERPOINT ENERGY FOR PROVIDING GAS SERVICE WITHIN THE
CITY OF RICHFIELD**

THE CITY OF RICHFIELD ORDAINS:

SECTION 1. The City of Richfield Municipal Code Appendix E is hereby amended as follows:

Subdivision 1. Purpose. The Richfield City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Richfield.

(a) Pursuant to City Ordinance No. 2003-10, a Franchise Agreement between the City and CenterPoint Energy ("CenterPoint"), the City has the right to impose a franchise fee on CenterPoint in an agreed upon amount and fee design, as set forth in Section 6.1 of the CenterPoint Franchise.

(b) Pursuant to City Ordinances 2010-7 and 2013-26, the City exercised its right to impose a franchise fee on CenterPoint. This includes the right to modify the fee amount with the consent of CenterPoint as to amount and notice period, to which CenterPoint has consented.

(c) Pursuant to Ordinance 2023-XX, the City modified the franchise fee on CenterPoint Energy.

Subd. 2. Franchise Fee Statement. Pursuant to Ordinance 2023-XX amending Ordinance 2013-26, the franchise fee imposed on CenterPoint under its Gas Franchise is hereby amended. The amended fee schedule is attached hereto as Exhibit A and made a part of this ordinance, commencing with CenterPoint's January 2024 billing month. The franchise fee income shall be used for right-of-way management.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth as follows. The franchise fee shall be payable quarterly and shall be based on the complete billing months during the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. The fee may be changed by ordinance from time to time; however each change shall meet the same notice requirements and may not occur more often than annually. Such fee shall not exceed any amount, which the Company may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in its rates for Gas service. The Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account

for uncollectibles or customer refunds. The time and manner of collecting the franchise fee is subject to approval of the Public Utilities Commission, which the Company agrees to use best efforts to obtain. The Company agrees to make its records available for inspection by the City at reasonable times, provided that the City and its designated representative agree in writing not to disclose any information that is not public data which would indicate the amount paid by any identifiable customer or any other information regarding specific customers.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission allows the utility company to add a surcharge to customer rates to reimburse such utility company for the cost of the fee and that CenterPoint will surcharge its customers in the City the amount of the fee.

Subd. 5. Record Support for Payment. CenterPoint shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subd. 6. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.

Subd. 7. Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon CenterPoint by certified mail. It has been agreed to in advance by CenterPoint's representatives that CenterPoint will abide by the provisions of this Subdivision 7, provided fee collection will not commence before the later of the Company billing month set forth in subdivision 2 or the first billing month commencing 20 days after the foregoing effective date of the franchise fee.

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

Adopted this 10th day of October, 2023

Mary B. Supple, Mayor

Katie Rodriguez, City Manager

APPROVED AS TO FORM:

Dustin Leslie, City Clerk

EXHIBIT A

CENTERPOINT GAS FRANCHISE

FEE SCHEDULE

<u>Class</u>	<u>Fee Per Meter</u>	
Residential	4.10	5.10
Comm-A	4.10	5.10
Comm/Ind-B	12.50	16.50
Comm/Ind-C	30.00	41.15
SVDF-A	30.00	41.15
SVDF-B	30.00	41.15
LVDF	185.00	259.00

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE UPDATING FRANCHISE FEE SCHEDULES AMENDING
APPENDIX E: ARTICLES II AND III OF THE CITY CODE**

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING APPENDIX E: ARTICLES II AND III OF THE CITY
CODE**

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

This ordinance, which amends City Code Appendix E: Articles II and III relating to gas and electric franchise fees, does the following: updates the city code to include increased franchise fee schedules.

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 City Clerk at 612-861-9739.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 134
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Scott Kulzer, Administrative Aide/Analyst
Kristin Asher - Public Works Director
10/2/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Chris Link, Deputy Public Works Director
Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Conduct and close a public hearing and by motion: Adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2022, through December 31, 2022.

EXECUTIVE SUMMARY:

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

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

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

In the period from January 1, 2022, through December 31, 2022, thirty-three (33) property owners chose the third option, and two (2) property owners have since paid off their entire balance. The total amount to be assessed is currently \$111,144.27 across thirty-one (31) properties.

RECOMMENDED ACTION:

By Motion: Conduct and close the public hearing and adopt a resolution for special assessments for removal of diseased trees from private property for work ordered from January 1, 2022, through December 31, 2022.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

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

Notification to Property Owners

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

- Removal deadline;
- Reason the tree was marked for removal;
- Assessment information;

- Information regarding private contractors;
- A card postmarked to the City informing the City of owner's removal plans; and
- City staff contacts for more information.

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

Occupied Properties

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

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

Vacant Properties

In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal deadline or become hazardous. A contractor then performs the removal and the cost is assessed to the property. In 2022, no vacant properties had trees removed in this manner.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Outcome Consideration: By adopting this assessment resolution the City is leveraging its "financial capacity to deliver essential services" by assisting residents with removal of hazardous trees and spreading the cost burden over a five-year period.

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

- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 5, 2023.
- The public hearing notice was published in the official newspaper on September 14, 2023 in advance of the October 10, 2023 public hearing.

D. CRITICAL TIMING ISSUES:

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

E. FINANCIAL IMPACT:

- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2022, through December 31, 2022, have been determined to be \$111,144.27.
- The property owner may pay the original principal amount without interest before November 10. Payments received on or after November 10 but before November 17 will be charged interest at the rate of five percent (5%) through the date of payment. The unpaid balance will be spread over five (5) years with a five percent (5%) interest rate.
- The original source of funding to have the work done is through the City's Permanent Improvement Revolving Fund.

F. LEGAL CONSIDERATION:

The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Tree Assessment Resolution	Resolution Letter
<input type="checkbox"/>	Tree Assessment Roll	Exhibit

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2022 through December 31, 2022 amount to \$111,144.27.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to the removal of diseased trees from private properties in the City of Richfield and the expenses incurred for such work ordered during the period of January 1, 2022 through December 31, 2022.

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

1. Such proposed assessment roll, in the amount of \$111,144.27, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than five annual installments and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid before November 10, 2023. A property owner may, at any time prior to November 17, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

City of Richfield

Special Assessment Master Report

S/A Number: 24066

S/A Number: 24066			Description: 23 TREES	
Assessment Total: \$117,315.90				
Interest Rate: 5.0000			Opened Date:	Amortization Type: S
Payment Number: 0 Of: 5			1st Hearing:	County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024			2nd Hearing:	Status: Pending
Resolution Number:			Levied:	Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	26-028-24-13-0009	6500	13th Ave S		\$8,034.38	\$8,034.38	\$8,034.38	
A	26-028-24-13-0048	6411	15th Ave S		\$3,198.87	\$3,198.87	\$3,198.87	
A	26-028-24-34-0048	6910	11th Ave S		\$2,741.89	\$2,741.89	\$2,741.89	
A	26-028-24-42-0110	6711	14th Ave S		\$2,913.93	\$2,913.93	\$2,913.93	
A	26-028-24-44-0009	6845	18th Ave S		\$2,956.94	\$2,956.94	\$2,956.94	
A	26-028-24-44-0085	6926	18th Ave S		\$2,150.00	\$2,150.00	\$2,150.00	
A	27-028-24-11-0097	6338	Clinton Ave S		\$1,451.59	\$1,451.59	\$1,451.59	
A	27-028-24-12-0065	6320	2nd Ave S		\$3,225.75	\$3,225.75	\$3,225.75	
A	27-028-24-42-0046	6738	1st Ave S		\$9,691.77	\$9,691.77	\$9,691.77	
A	27-028-24-44-0018	6809	5th Ave S		\$2,042.66	\$1,344.06	\$1,344.06	
A	27-028-24-44-0079	6820	Clinton Ave S		\$1,075.25	\$1,075.25	\$1,075.25	
A	28-028-24-33-0145	6856	Oliver Ave S		\$4,569.81	\$4,569.81	\$4,569.81	
A	28-028-24-42-0079	6626	Emerson Ave S		\$5,376.25	\$5,376.25	\$5,376.25	
A	29-028-24-42-0094	6729	Xerxes Ave S		\$2,147.28	\$2,147.28	\$2,147.28	
A	29-028-24-43-0112	6933	Xerxes Ave S		\$1,606.88	\$1,606.88	\$1,606.88	
A	32-028-24-43-0117	7727	Upton Ave S		\$2,661.19	\$2,661.19	\$2,661.19	
A	33-028-24-44-0010	7608	Colfax Ave S		\$1,612.88	\$1,612.88	\$1,612.88	
A	34-028-24-13-0083	7301	Stevens Ave S		\$2,916.68	\$2,916.68	\$2,916.68	
A	34-028-24-23-0126	7313	Garfield Ave S		\$3,193.50	\$0.00	\$0.00	Paid at City
A	34-028-24-23-0137	7309	Harriet Ave		\$5,077.18	\$5,077.18	\$5,077.18	
A	34-028-24-24-0017	7200	Blaisdell Ave S		\$4,193.48	\$4,193.48	\$4,193.48	
A	34-028-24-24-0100	7327	Wentworth Ave		\$1,677.39	\$1,677.39	\$1,677.39	
A	34-028-24-33-0050	7608	Harriet Ave		\$3,575.21	\$3,575.21	\$3,575.21	
A	34-028-24-42-0101	7526	2nd Ave S		\$8,602.00	\$8,602.00	\$8,602.00	
A	35-028-24-14-0019	7204	17th Ave S		\$752.67	\$752.67	\$752.67	
A	35-028-24-14-0100	7320	18th Ave S		\$3,752.63	\$3,752.63	\$3,752.63	

City of Richfield
Special Assessment Master Report
S/A Number: 24066

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	35-028-24-14-0104	7338	18th Ave S		\$2,279.53	\$0.00	\$0.00	Paid at City
A	35-028-24-21-0014	7139	11th Ave S		\$2,295.66	\$2,295.66	\$2,295.66	
A	35-028-24-23-0005	7338	Oakland Ave S		\$7,741.80	\$7,741.80	\$7,741.80	
A	35-028-24-24-0044	7327	10th Ave S		\$806.44	\$806.44	\$806.44	
A	35-028-24-41-0056	7538	17th Ave S		\$4,408.53	\$4,408.53	\$4,408.53	
A	35-028-24-42-0108	7438	15th Ave S		\$4,677.34	\$4,677.34	\$4,677.34	
A	35-028-24-21-0005	819	71st St E		\$3,908.54	\$3,908.54	\$3,908.54	
A Count: 33				A Total:	\$117,315.90	\$111,144.27	\$111,144.27	
Total Count: 33				Grand Total:	\$117,315.90	\$111,144.27	\$111,144.27	



STAFF REPORT NO. 135
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Scott Kulzer, Administrative Aide/Analyst
Kristin Asher, Public Works Director
10/2/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Chris Link, Deputy Public Works Director
Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2024.

EXECUTIVE SUMMARY:

The ILN Project Area assessment was established to recover special maintenance expenses in the 77th Street area in 1988. The current services include:

- Maintenance and operation of irrigation systems
- Weed control
- Mowing
- Fertilization
- Trash and litter removal
- Re-plantings

These current services are provided on both sides of the 77th Street wall. The maintenance functions are funded through a maintenance assessment on 77th Street commercial properties.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- 1. Adopt a resolution adopting the assessment on the ILN Project Area for costs incurred to maintain the area for 2022.**
- 2. Adopt a resolution ordering the undertaking of the current service project within the ILN Project Area for 2024.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined the actual assessment costs of current services for 2022 for this area to be \$43,700.44.
- The estimate for 2024 maintenance is \$80,000.
- Fluctuations in expenditures for maintenance of the 77th Street Project Area are caused by a number of factors:
 - Changes in water use and irrigation costs;
 - Concrete repair variations;
 - Demand for aging infrastructure updates; and
 - Need for re-plantings.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Strategic Outcome Consideration: Adoption of the ILN Project Area Assessment resolutions will ensure we "maintain Richfield as an affordable place to live" by recovering costs for the unique services commercial properties are provided in the ILN Project Area.

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

- Section 825 of the City Code indicates "current services" mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was completed for 2022.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis; however, all single family and multi-family residential properties, plus the two churches in the area, are exempt from the special assessment levy.
- The proposed assessment was properly filed with the City Clerk.
- Notice of the public hearing was mailed to all owners described on the assessment roll on September 5, 2023.
- The public hearing notice was published in the official newspaper on September 14, 2023.

D. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under Section 825 of the City Code. This list is available at the offices of the City Clerk and Public Works.
- The assessment roll is submitted to the County Auditor and is due to Hennepin County by the end of November annually.

E. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the ILN Project Area maintenance services from 2003-2022 are:

<u>Year</u>	<u>Estimate</u>	<u>Actual</u>
2003	\$80,000	\$59,831.07
2004	\$80,000	\$63,842.79
2005	\$80,000	\$64,841.54
2006	\$80,000	\$69,606.52
2007	\$80,000	\$77,441.46
2008	\$80,000	\$77,000.01
2009	\$80,000	\$62,894.55
2010	\$80,000	\$64,124.81
2011	\$80,000	\$72,427.48
2012	\$80,000	\$78,286.46
2013	\$80,000	\$59,779.82
2014	\$80,000	\$71,499.01
2015	\$80,000	\$59,557.56
2016	\$80,000	\$71,489.33
2017	\$80,000	\$77,790.83

2018	\$80,000	\$71,528.09
2019	\$80,000	\$54,621.75
2020	\$80,000	\$45,890.78
2021	\$80,000	\$51,161.92
2022	\$80,000	\$43,700.44

F. LEGAL CONSIDERATION:

The City Attorney has reviewed the resolutions and will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

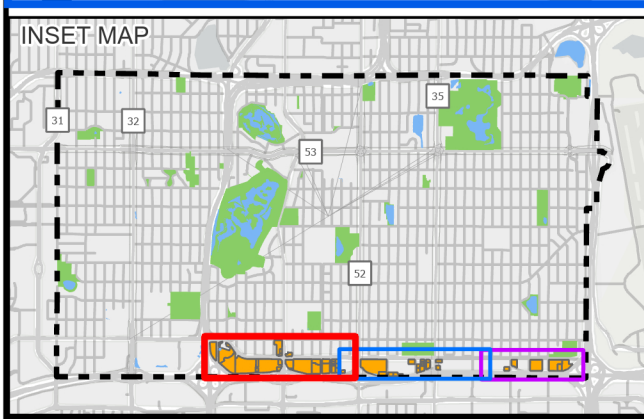
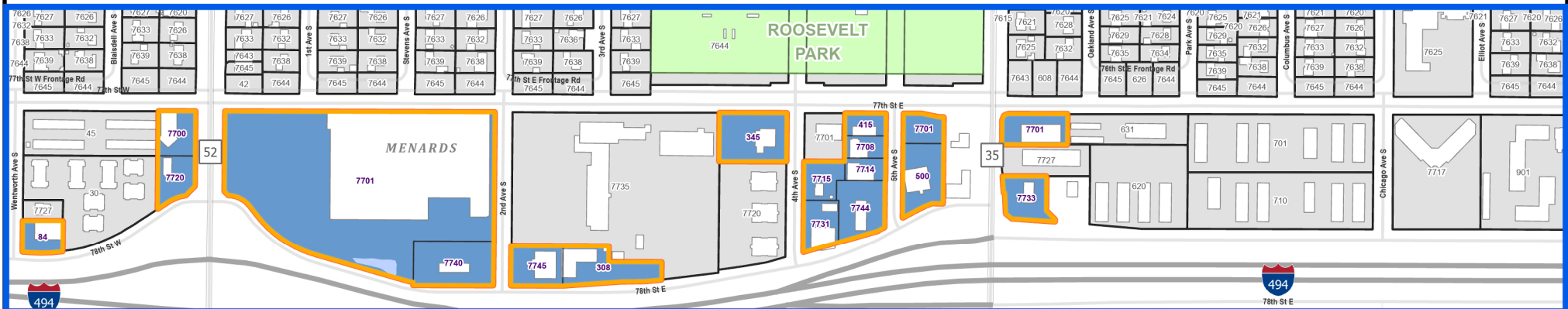
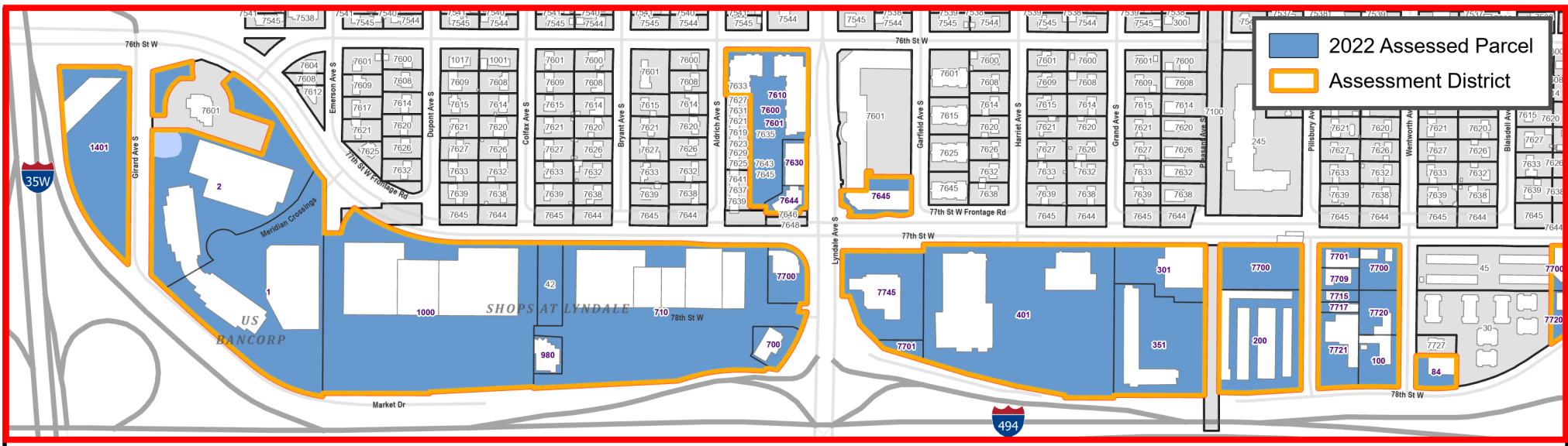
None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ ILN Assessment Map	Exhibit
▣ 2022 ILN Assessment Resolution	Resolution Letter
▣ 77th Special Assess Roll	Exhibit
▣ 2024 ILN Assessment Resolution Ordering Work	Resolution Letter



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0 250 500 Feet
1 inch = 500 feet

Interstate-Lyndale-Nicollet (ILN) Assessment District Richfield, Minnesota



RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT ON
INTERSTATE-LYNDAL-NICOLLET (ILN) PROJECT AREA MAINTENANCE FOR
THE PERIOD JANUARY 1, 2022 TO DECEMBER 31, 2022**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the ILN Project Area, which is approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue.

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

1. Such proposed assessment roll in the total amount of \$43,700.44 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2024 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid before November 10, 2023. A property owner may, at any time prior to November 17, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessment shall be collected and paid over in the same manner in other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

City of Richfield

Special Assessment Master Report

S/A Number: 24064

S/A Number: 24064			Description: 2022 77TH ST MTCE	
Assessment Total: \$43,952.08				
Interest Rate: 5.0000			Opened Date:	Amortization Type: S
Payment Number: 0 Of: 1			1st Hearing:	County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024			2nd Hearing:	Status: Pending
Resolution Number:			Levied:	Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	33-028-24-43-0019	1401	76th St W		\$1,441.40	\$1,441.40	\$1,441.40	
A	33-028-24-43-0049	2	Meridian Crossings		\$2,466.52	\$2,466.52	\$2,466.52	
A	33-028-24-43-0050	1	Meridian Crossings		\$2,704.65	\$2,704.65	\$2,704.65	
A	33-028-24-43-0051	FREAS	77th St W		\$141.92	\$141.92	\$141.92	
A	34-028-24-33-0081	7745	Lyndale Ave S		\$906.81	\$906.81	\$906.81	
A	34-028-24-33-0082	7701	Lyndale Ave S		\$82.74	\$82.74	\$82.74	
A	34-028-24-34-0001	84	78th St W		\$179.13	\$179.13	\$179.13	
A	34-028-24-34-0053	200	78th St W		\$1,165.79	\$1,165.79	\$1,165.79	
A	34-028-24-34-0054	7700	Wentworth Ave		\$251.64	\$0.00	\$0.00	Paid at City
A	34-028-24-34-0056	100	78th St W		\$289.00	\$289.00	\$289.00	
A	34-028-24-34-0057	7721	Pillsbury Ave		\$420.03	\$420.03	\$420.03	
A	34-028-24-34-0058	7715	Pillsbury Ave		\$67.00	\$67.00	\$67.00	
A	34-028-24-34-0059	7717	Pillsbury Ave		\$58.62	\$58.62	\$58.62	
A	34-028-24-34-0061	7701	Pillsbury Ave		\$125.83	\$125.83	\$125.83	
A	34-028-24-34-0065	7700	Nicollet Ave S		\$232.78	\$232.78	\$232.78	
A	34-028-24-34-0066	7720	Nicollet Ave S		\$219.78	\$219.78	\$219.78	
A	34-028-24-44-0023	500	78th St E		\$364.04	\$364.04	\$364.04	
A	34-028-24-44-0024	7708	5th Ave S		\$127.71	\$127.71	\$127.71	
A	34-028-24-44-0025	7714	5th Ave S		\$127.29	\$127.29	\$127.29	
A	34-028-24-44-0027	7701	5th Ave S		\$161.38	\$161.38	\$161.38	
A	34-028-24-44-0028	415	77th St E		\$128.35	\$128.35	\$128.35	
A	34-028-24-44-0029	7731	4th Ave S		\$231.95	\$231.95	\$231.95	
A	34-028-24-44-0030	7715	4th Ave S		\$199.12	\$199.12	\$199.12	
A	35-028-24-33-0006	7701	Portland Ave		\$278.53	\$278.53	\$278.53	
A	35-028-24-33-0008	7733	Portland Ave		\$258.37	\$258.37	\$258.37	
A	35-028-24-34-0002	1120	78th St E		\$303.25	\$303.25	\$303.25	

City of Richfield

Special Assessment Master Report

S/A Number: 24064

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>	<u>Closed Desc</u>
A	35-028-24-43-0008	1200	78th St E		\$583.23	\$583.23	\$583.23	
A	34-028-24-33-0150	7645	Lyndale Ave S		\$314.81	\$314.81	\$314.81	
A	34-028-24-44-0032	345	77th St E		\$458.09	\$458.09	\$458.09	
A	33-028-24-44-0110	7610	Lyndale Ave S	200	\$1,158.20	\$1,158.20	\$1,158.20	
A	33-028-24-44-0113	7630	Lyndale Ave S		\$153.66	\$153.66	\$153.66	
A	33-028-24-44-0115	7644	Lyndale Ave S		\$122.03	\$122.03	\$122.03	
A	33-028-24-44-0231	1000	78th St W		\$4,678.50	\$4,678.50	\$4,678.50	
A	33-028-24-44-0232	710	78th St W		\$4,027.26	\$4,027.26	\$4,027.26	
A	33-028-24-44-0233	7700	Lyndale Ave S		\$294.22	\$294.22	\$294.22	
A	33-028-24-44-0234	704	78th St W		\$212.13	\$212.13	\$212.13	
A	33-028-24-44-0235	980	78th St W		\$149.14	\$149.14	\$149.14	
A	33-028-24-44-0236				\$292.06	\$292.06	\$292.06	
A	34-028-24-33-0087	301	77th St W		\$609.57	\$609.57	\$609.57	
A	34-028-24-33-0088	351	77th St W		\$1,305.31	\$1,305.31	\$1,305.31	
A	34-028-24-33-0156	401	77th St W		\$3,735.65	\$3,735.65	\$3,735.65	
A	34-028-24-34-0055	7720	Wentworth Ave		\$251.22	\$251.22	\$251.22	
A	34-028-24-34-0060	7709	Pillsbury Ave		\$125.82	\$125.82	\$125.82	
A	34-028-24-34-0073	7700	Pillsbury Ave		\$510.36	\$510.36	\$510.36	
A	34-028-24-43-0005	7740	2nd Ave S		\$502.82	\$502.82	\$502.82	
A	34-028-24-43-0077	7745	2nd Ave S		\$290.35	\$290.35	\$290.35	
A	34-028-24-43-0078	7701	Nicollet Ave S		\$5,098.88	\$5,098.88	\$5,098.88	
A	34-028-24-44-0031	7744	5th Ave S		\$362.91	\$362.91	\$362.91	
A	34-028-24-44-0037	308	78th St E		\$388.81	\$388.81	\$388.81	
A	35-028-24-43-0077	1401	77th St E		\$2,043.50	\$2,043.50	\$2,043.50	
A	35-028-24-44-0010	1525	77th St E		\$1,742.33	\$1,742.33	\$1,742.33	
A	35-028-24-44-0033	1620	78th St E		\$1,167.61	\$1,167.61	\$1,167.61	
A	35-028-24-44-0034	1600	78th St E	1	\$439.98	\$439.98	\$439.98	
A Count: 53				A Total:	\$43,952.08	\$43,700.44	\$43,700.44	
Total Count: 53				Grand Total:	\$43,952.08	\$43,700.44	\$43,700.44	

RESOLUTION NO.

RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2024 TO DECEMBER 31, 2024

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain current services be undertaken by the City in the ILN Project Area, approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of the public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 10, 2023, at which time all interested parties desiring to be heard were given an opportunity to be heard.

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

1. That the following examples of current services of the City shall be undertaken by the City within the ILN Project Area, which area constitutes the special assessment district with the exception of residential properties and the two churches in the area, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. The treatment and removal of insect-infested or diseased trees on private property;
 - g. Trimming and care of trees and the removal of unsound trees;
 - h. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - i. Operation of the street lighting system;
 - j. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - k. Snow removal and other maintenance of streets.

2. The work to be performed may be by day labor, by City force, by contract, or by any combination thereof.
3. The designated period of the project shall be from January 1, 2024, through December 31, 2024. Costs of the project shall be in the manner provided in the Richfield Ordinance Code.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 136
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Rachel Lindholm, Sustainability Specialist
Kristin Asher, Public Works Director
10/3/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Chris Link, Deputy PW Director
Katie Rodriguez, City Manager
10/4/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing related to the proposed resolution modifying the street light user fees.

EXECUTIVE SUMMARY:

As discussed at the August 2, 2023 City Council Work Session, staff is proposing to increase the street light user fee consistent with the following:

- The street light user fee was established in 2009 to raise revenue to cover operational costs associated with the citywide street lighting system, including electricity costs.
- The current collection amount does not cover the City's street lighting electricity costs.
- Staff are proposing to increase the quarterly residential charge from \$5.77 to \$7.21.
- The increased fee will cover existing electricity costs for operation of the street lighting system and will help fund a modest LED street light upgrade program.

RECOMMENDED ACTION:

Conduct and close a public hearing related to the proposed resolution modifying the street light user fees.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- On September 22, 2009, the City Council established a street light user fee to raise revenue to pay for costs related to operating the City's street lighting system and was increased once in 2012.
- Electricity costs continue to increase and the revenue generated from the current fee does not cover operating costs for the street lighting system.
- At the August 2, 2023 City Council Work Session, staff was directed to increase the fee 25% in order to cover the rising electricity costs and to provide funding for some LED upgrades to the streetlighting system.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

Equity Considerations: The street light user fee is calculated by acreage, charging single family homeowners less than larger commercial lot owners.

Strategic Outcome Considerations: Increasing the street light user fee will ensure that "City infrastructure supports service needs" while the modest LED street light upgrade program will keep "climate resilience [as] a priority".

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

- Minnesota State Statutes, Section 429.101 authorizes the governing body of a municipality to charge for

- certain current services provided by the municipality including the operation of a street lighting system.
- Richfield City Code Section 825 governs the ordering and assessment of charges for certain current services provided by the municipality including the operation of a street lighting system.

D. CRITICAL TIMING ISSUES:

- The existing street light user fee revenue does not cover the cost of electricity for operating the street light system due to increased electricity costs.
- If approved, the increase is set to take effect January 1, 2024.

E. FINANCIAL IMPACT:

- The cumulative annual fees would generate a revenue increase of approximately \$75,295, bringing the total generated to \$376,997. This would cover electricity costs for street lights and allow for a modest LED street light upgrade program.
- The increases for each class are approximately 25%, with the residential users paying \$1.44 more per quarter on their City utility bill.

F. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ SLUF Resolution	Resolution Letter

RESOLUTION NO. ____

**RESOLUTION INCREASING THE STREET LIGHT USER FEE CHARGED TO
RESIDENTIAL AND COMMERCIAL PROPERTY IN THE CITY OF RICHFIELD FOR
THE OPERATION OF A STREET LIGHTING SYSTEM**

WHEREAS, the City of Richfield community values the operation of a street lighting system; and

WHEREAS, every property in the City, residential and commercial, benefits from good streets which are well lighted and maintained through a city street light system; and

WHEREAS, pursuant to Minnesota State Statutes, Section 429.101 and Richfield City Code, Section 825, the governing body of a municipality may charge for certain current services provided by the municipality including the operation of a street lighting system.

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

1. Every property in the City of Richfield, residential and commercial, benefits from streets which are well lighted and maintained.
2. The Street Light User Fee for residential single-family property shall be \$7.21 per quarter per residential property. Rates for other land uses will be determined by the attached Street Light User Fee Rate Factors Sheet.
3. The rates for the Street Light User Fee will be reviewed and established annually as part of the City's budget preparation process.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

Street Light User Fee RATE FACTORS SHEET

Fees are based on Land Use

Land Use Titles:

COM -All commercial properties, to include multifamily residents (apartments) and industrial parcels.

RES -All residentially coded parcels.

PUB -Public buildings, i.e. City Hall, City Garage, and Fire Stations

CHURCH -All Churches also to include cemeteries and activity buildings associated with a Church

SCH - All schools, to include private and public schools.

PRK -All parks owned by the City of Richfield, also to include Nature Centers and all "properties" located within city park parcels

DPLX -Addresses that split a residential lot, to include townhomes, 3-plexs, and 4-plexs.

LAND USE CODE	MULTIPLIER	To Bill FACTOR
COM (acres>0.2)	5*	(5 x ACREAGE)
if acres<0.2	----	1
RES	----	1
PUB (acres>0.2)	5	(5 x ACREAGE)
if acres <0.2	----	1
CHURCH (acres>0.2)	1.25, , , ,	(1.25 x ACREAGE)
if acres <0.2	----	1
if acres <0.2	----	1
SCH (acres>0.2)	1.25	(1.25 x ACREAGE)
if acres <0.2	----	1
if acres <0.2	----	1
PRK	1.25	(1.25 x ACREAGE)
DPLX	----	0.5

* The multiplier of "5" is based on the definition that a residential lot is 1/5 of an acre; hence multiplying acreage by 5 produces the equivalent number of residential lots.

** The multiplier of "1.25" is based on the definition that a residential lot is 1/5 of an acre and multiplying acreage by 5 produces the equivalent number of residential lots. However, the total area of each parcel is not proportional to the number of street lights in an equivalent residential area so the factor of 5 is reduced by 75%, producing 1.25.



STAFF REPORT NO. 137
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Rachel Lindholm, Sustainability Specialist
Amy Markle, Recreation Services Director
10/3/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution adopting the proposed assessment for unpaid garbage collection services from private property within the residential organized collection system from August 1, 2022 to June 30, 2023.

EXECUTIVE SUMMARY:

Garbage, recycling, organics, and yard waste services for most residential properties in the City is provided through the City's organized collection program, established in 2021. The City requires service to be provided by the haulers, even if a resident has not paid their service bills, as not having waste picked up is a public health concern. As a result of this requirement, the City agreed to take on the assessment process to resolve unpaid balances.

As of October 3, 2023, City staff has determined the actual assessment costs of unpaid garbage collection services to be \$167,745.65. This amount will continue to be adjusted as assessments are paid by owners or residents before being sent to the County.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Adopt a resolution adopting the assessment for costs incurred for unpaid garbage collection services between August 1, 2022 to June 30, 2023.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Richfield organized residential curbside garbage, recycling, organics, yard waste, and bulky item collection services for 1-3 unit homes in 2021. The 3 existing residential haulers each got a number of Richfield households to serve equal to their market share, and in the same area to coordinate collection more easily. This program has reduced the number of garbage trucks traveling on roads in Richfield, reduced air, noise, and other forms of pollution, and saved many households money while providing more service options.

Haulers send out periodic notice (at least once per quarter) of non-payment and late fees, if applicable. This communication helps inform tenants and/or owners of the current situation regarding collection services at a specific property, and how to pay balances or who to contact with concerns. Over the past few months, city staff have worked to verify accounts being assessed and have worked with the haulers and residents/owners to resolve miscommunications or pay balances.

B. EQUITABLE OR STRATEGIC CONSIDERATIONS OR IMPACTS

- Equity consideration: All residents are required to have solid waste collection services. Trash collection is structured as a "pay as you throw" system to incentivize waste reduction and equitable charges.
- Strategic plan considerations: By taking on the assessment process and having haulers continue to provide hauling services, the City ensures essential services are delivered.

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

- Minnesota State Statute requires the County be notified of all special assessments.
- The unpaid charges for garbage collection services must be assessed for certification to the County Auditor as stated in City Code 601.37.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 5, 2023.

D. CRITICAL TIMING ISSUES:

- The unpaid charges for garbage collection services must be assessed for certification to the County Auditor as stated in City Code 601.37.
- Each year the City shall list the total unpaid charges for current services. This list is available at the offices of the City Clerk and Public Works.
- The assessment roll is submitted to the County Auditor and is due to Hennepin County by the end of November annually.

E. FINANCIAL IMPACT:

- At the conclusion of the August 1, 2022 to June 30, 2023 period, five-hundred fifty-three (553) properties were moved into the assessment process for unpaid garbage collection services totaling \$212,311.19.
- Since then, one-hundred thirty-three (133) properties have paid their past-due garbage collection service balance in full and they will not be assessed.
- The total amount to be assessed currently stands at \$166,570.38 across four-hundred twenty (416) properties. This number is anticipated to decrease through the conclusion of the payment period in mid-November before the official assessment roll is submitted to Hennepin County.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment.
- The unpaid balance will be paid over one (1) assessment period with a five percent (5%) interest rate.

F. LEGAL CONSIDERATION:

The City Attorney will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▢ Solid Waste Assessment Roll	Exhibit
▢ Solid Waste Assessment Resolution	Resolution Letter

City of Richfield

Special Assessment Master Report

S/A Number: 24071

S/A Number: 24071			Description: 2023 GARBAGE ASSESSMENT	
Assessment Total: \$212,311.19				
Interest Rate: 5.0000		Opened Date:		Amortization Type: S
Payment Number: 0 Of: 1		1st Hearing:		County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024		2nd Hearing:		Status: Pending
Resolution Number:		Levied:		Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	25-028-24-33-0060	6813	Cedar Ave S		\$684.11	\$684.11	\$684.11
A	26-028-24-11-0011	6221	Bloomington Ave S		\$477.63	\$477.63	\$477.63
A	26-028-24-11-0025	6345	Bloomington Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-12-0001	6214	13th Ave S		\$495.33	\$140.91	\$140.91
A	26-028-24-12-0033	1413	62nd St E		\$390.63	\$390.63	\$390.63
A	26-028-24-12-0035	1421	62nd St E		\$390.63	\$390.63	\$390.63
A	26-028-24-12-0040	1511	62nd St E		\$390.63	\$390.63	\$390.63
A	26-028-24-12-0059	6216	15th Ave S		\$477.63	\$477.63	\$477.63
A	26-028-24-12-0081	6324	15th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-12-0083	6332	15th Ave S		\$516.27	\$516.27	\$516.27
A	26-028-24-12-0096	6305	14th Ave S		\$441.62	\$441.62	\$441.62
A	26-028-24-12-0114	6325	15th Ave S		\$281.09	\$281.09	\$281.09
A	26-028-24-12-0132	6221	13th Ave S		\$613.77	\$613.77	\$613.77
A	26-028-24-12-0139	6320	14th Ave S		\$422.07	\$422.07	\$422.07
A	26-028-24-13-0038	6434	Bloomington Ave S		\$348.26	\$348.26	\$348.26
A	26-028-24-13-0061	6438	15th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-13-0070	6417	14th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-13-0080	6520	15th Ave S		\$305.73	\$305.73	\$305.73
A	26-028-24-13-0093	6505	14th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-13-0098	6512	Bloomington Ave S		\$181.40	\$181.40	\$181.40
A	26-028-24-13-0132	6500	14th Ave S		\$160.23	\$160.23	\$160.23
A	26-028-24-13-0145	6515	13th Ave S		\$305.73	\$305.73	\$305.73
A	26-028-24-14-0081	6428	16th Ave S		\$352.40	\$352.40	\$352.40
A	26-028-24-14-0086	6445	Bloomington Ave S		\$305.73	\$305.73	\$305.73
A	26-028-24-14-0090	6429	Bloomington Ave S		\$389.09	\$239.09	\$239.09
A	26-028-24-14-0099	6508	16th Ave S		\$636.81	\$636.81	\$636.81

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	26-028-24-14-0103	6524	16th Ave S		\$270.65	\$270.65	\$270.65
A	26-028-24-14-0109	1528	66th St E		\$390.63	\$390.63	\$390.63
A	26-028-24-14-0127	6412	16th Ave S		\$103.63	\$103.63	\$103.63
A	26-028-24-21-0001	6210	11th Ave S		\$189.09	\$189.09	\$189.09
A	26-028-24-21-0005	6232	11th Ave S		\$101.79	\$101.79	\$101.79
A	26-028-24-21-0013	6232	12th Ave S		\$197.97	\$197.97	\$197.97
A	26-028-24-21-0030	6301	11th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-21-0034	6327	11th Ave S		\$130.26	\$130.26	\$130.26
A	26-028-24-24-0010	6401	11th Ave S		\$333.54	\$133.54	\$133.54
A	26-028-24-24-0012	6415	11th Ave S		\$202.66	\$142.66	\$142.66
A	26-028-24-31-0014	6625	11th Ave S		\$307.93	\$107.93	\$107.93
A	26-028-24-31-0021	6632	11th Ave S		\$181.40	\$181.40	\$181.40
A	26-028-24-31-0026	6633	10th Ave S		\$466.70	\$466.70	\$466.70
A	26-028-24-31-0027	6627	10th Ave S		\$390.63	\$390.63	\$390.63
A	26-028-24-31-0086	6721	Elliot Ave S		\$509.07	\$509.07	\$509.07
A	26-028-24-31-0096	6738	11th Ave S		\$389.09	\$389.09	\$389.09
A	26-028-24-31-0100	6733	10th Ave S		\$140.83	\$140.83	\$140.83
A	26-028-24-32-0067	6715	Park Ave		\$390.63	\$390.63	\$390.63
A	26-028-24-32-0083	6601	Columbus Ave S		\$425.87	\$425.87	\$425.87
A	26-028-24-32-0107	6736	Columbus Ave S		\$309.57	\$309.57	\$309.57
A	26-028-24-33-0002	6932	Oakland Ave S		\$716.36	\$716.36	\$716.36
A	26-028-24-33-0024	6929	Park Ave		\$842.71	\$842.71	\$842.71
A	26-028-24-33-0029	6933	Columbus Ave S		\$768.32	\$768.32	\$768.32
A	26-028-24-33-0030	6932	Chicago Ave S		\$300.96	\$150.96	\$150.96
A	26-028-24-33-0057	6909	Oakland Ave S		\$223.28	\$173.28	\$173.28
A	26-028-24-33-0071	6815	Columbus Ave S		\$523.79	\$523.79	\$523.79
A	26-028-24-33-0081	6824	Columbus Ave S		\$155.66	\$155.66	\$155.66
A	26-028-24-33-0119	6808	Columbus Ave S		\$667.93	\$667.93	\$667.93
A	26-028-24-33-0121	6808	Chicago Ave S		\$323.95	\$323.95	\$323.95
A	26-028-24-34-0017	6839	11th Ave S		\$279.26	\$279.26	\$279.26
A	26-028-24-34-0033	6935	11th Ave S		\$207.10	\$207.10	\$207.10
A	26-028-24-34-0047	6915	10th Ave S		\$768.32	\$768.32	\$768.32
A	26-028-24-34-0064	6825	10th Ave S		\$318.71	\$318.71	\$318.71
A	26-028-24-34-0069	6815	10th Ave S		\$781.81	\$781.81	\$781.81
A	26-028-24-34-0088	6829	Elliot Ave S		\$684.11	\$684.11	\$684.11
A	26-028-24-34-0092	6844	10th Ave S		\$442.31	\$442.31	\$442.31
A	26-028-24-42-0033	6632	13th Ave S		\$842.71	\$842.71	\$842.71
A	26-028-24-42-0046	6639	13th Ave S		\$400.19	\$400.19	\$400.19
A	26-028-24-42-0061	6635	13th Ave S		\$283.77	\$283.77	\$283.77
A	26-028-24-42-0084	6713	13th Ave S		\$606.85	\$606.85	\$606.85

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	26-028-24-42-0113	6726	15th Ave S		\$318.71	\$318.71	\$318.71
A	26-028-24-43-0004	6901	14th Ave S		\$574.49	\$574.49	\$574.49
A	26-028-24-44-0043	6833	16th Ave S		\$151.85	\$151.85	\$151.85
A	26-028-24-44-0056	6844	16th Ave S		\$616.82	\$616.82	\$616.82
A	26-028-24-44-0065	6900	Cedar Ave S		\$609.72	\$609.72	\$609.72
A	26-028-24-44-0076	6927	18th Ave S		\$322.80	\$322.80	\$322.80
A	26-028-24-44-0079	6909	18th Ave S		\$199.20	\$199.20	\$199.20
A	26-028-24-44-0087	6938	18th Ave S		\$155.66	\$155.66	\$155.66
A	26-028-24-44-0092	6927	17th Ave S		\$702.91	\$702.91	\$702.91
A	26-028-24-44-0103	6938	17th Ave S		\$768.32	\$768.32	\$768.32
A	26-028-24-44-0116	6920	16th Ave S		\$231.87	\$231.87	\$231.87
A	27-028-24-11-0116	6218	5th Ave S		\$259.73	\$259.73	\$259.73
A	27-028-24-12-0005	6228	3rd Ave S		\$466.70	\$466.70	\$466.70
A	27-028-24-12-0007	6238	3rd Ave S		\$466.70	\$466.70	\$466.70
A	27-028-24-12-0020	6331	Nicollet Ave S		\$509.54	\$509.54	\$509.54
A	27-028-24-12-0041	6244	Stevens Ave S		\$299.84	\$149.84	\$149.84
A	27-028-24-12-0075	6221	2nd Ave S		\$303.63	\$303.63	\$303.63
A	27-028-24-13-0037	6409	1st Ave S		\$423.28	\$423.28	\$423.28
A	27-028-24-13-0044	6444	Stevens Ave S		\$197.97	\$197.97	\$197.97
A	27-028-24-13-0045	6438	Stevens Ave S		\$314.06	\$314.06	\$314.06
A	27-028-24-14-0002	6412	Portland Ave		\$482.47	\$482.47	\$482.47
A	27-028-24-14-0028	6500	Portland Ave		\$314.06	\$314.06	\$314.06
A	27-028-24-14-0053	356	Apple Ln		\$609.07	\$609.07	\$609.07
A	27-028-24-14-0062	320	Apple Ln		\$558.06	\$258.06	\$258.06
A	27-028-24-14-0063	6401	Clinton Ave S		\$390.63	\$390.63	\$390.63
A	27-028-24-14-0088	6539	3rd Ave S		\$248.26	\$248.26	\$248.26
A	27-028-24-21-0017	6231	Pillsbury Ave		\$211.10	\$211.10	\$211.10
A	27-028-24-21-0030	6235	Pillsbury Ave		\$390.63	\$390.63	\$390.63
A	27-028-24-21-0031	6234	Pillsbury Ave		\$390.06	\$390.06	\$390.06
A	27-028-24-21-0034	6312	Pillsbury Ave		\$101.79	\$101.79	\$101.79
A	27-028-24-21-0053	6308	Blaisdell Ave S		\$422.07	\$422.07	\$422.07
A	27-028-24-21-0058	6309	Wentworth Ave		\$220.23	\$220.23	\$220.23
A	27-028-24-21-0072	6336	Nicollet Ave S		\$348.26	\$348.26	\$348.26
A	27-028-24-21-0073	6342	Nicollet Ave S		\$390.63	\$390.63	\$390.63
A	27-028-24-21-0075	6337	Blaisdell Ave S		\$636.81	\$636.81	\$636.81
A	27-028-24-21-0089	6332	Pillsbury Ave		\$294.24	\$294.24	\$294.24
A	27-028-24-22-0018	6240	Harriet Ave		\$209.14	\$209.14	\$209.14
A	27-028-24-22-0057	6237	Grand Ave		\$563.07	\$563.07	\$563.07
A	27-028-24-22-0061	6236	Grand Ave		\$444.63	\$444.63	\$444.63
A	27-028-24-22-0063	6229	Harriet Ave		\$509.07	\$509.07	\$509.07

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	27-028-24-22-0067	6229	Garfield Ave S		\$234.05	\$234.05	\$234.05
A	27-028-24-22-0068	6226	Garfield Ave S		\$303.63	\$303.63	\$303.63
A	27-028-24-22-0073	308	64th St W		\$203.58	\$103.58	\$103.58
A	27-028-24-22-0075	400	64th St W		\$477.63	\$477.63	\$477.63
A	27-028-24-22-0076	412	64th St W		\$220.23	\$220.23	\$220.23
A	27-028-24-23-0052	409	64 1/2 St W		\$166.32	\$166.32	\$166.32
A	27-028-24-24-0047	6401	Blaisdell Ave S		\$348.26	\$348.26	\$348.26
A	27-028-24-31-0020	6725	Pillsbury Ave		\$684.11	\$684.11	\$684.11
A	27-028-24-31-0024	6742	Pillsbury Ave		\$199.20	\$199.20	\$199.20
A	27-028-24-32-0102	6729	Grand Ave		\$474.98	\$474.98	\$474.98
A	27-028-24-33-0027	6944	Pleasant Ave		\$519.38	\$519.38	\$519.38
A	27-028-24-33-0043	6944	Grand Ave		\$684.11	\$342.05	\$342.05
A	27-028-24-33-0063	6824	Pleasant Ave		\$407.32	\$407.32	\$407.32
A	27-028-24-34-0016	6800	Pillsbury Ave		\$104.43	\$104.43	\$104.43
A	27-028-24-34-0029	6833	Wentworth Ave		\$400.19	\$300.00	\$300.00
A	27-028-24-34-0034	6908	Blaisdell Ave S		\$442.31	\$442.31	\$442.31
A	27-028-24-34-0049	6802	Nicollet Ave S		\$684.11	\$684.11	\$684.11
A	27-028-24-34-0085	320	69th St W		\$716.36	\$716.36	\$716.36
A	27-028-24-41-0010	6630	Portland Ave		\$684.11	\$684.11	\$684.11
A	27-028-24-41-0028	6620	5th Ave S		\$155.66	\$155.66	\$155.66
A	27-028-24-41-0038	6625	4th Ave S		\$660.72	\$660.72	\$660.72
A	27-028-24-41-0048	6616	4th Ave S		\$1,090.35	\$1,090.35	\$1,090.35
A	27-028-24-41-0057	6641	Clinton Ave S		\$1,005.89	\$1,005.89	\$1,005.89
A	27-028-24-41-0059	6633	Clinton Ave S		\$1,114.88	\$1,114.88	\$1,114.88
A	27-028-24-42-0008	6709	1st Ave S		\$534.41	\$134.41	\$134.41
A	27-028-24-42-0058	6608	3rd Ave S		\$593.00	\$593.00	\$593.00
A	27-028-24-42-0060	6617	2nd Ave S		\$801.42	\$801.42	\$801.42
A	27-028-24-42-0087	6645	2nd Ave S		\$680.50	\$680.50	\$680.50
A	27-028-24-42-0108	6633	Nicollet Ave S		\$842.71	\$842.71	\$842.71
A	27-028-24-42-0121	6719	2nd Ave S		\$338.36	\$338.36	\$338.36
A	27-028-24-43-0004	136	70th St E		\$144.54	\$144.54	\$144.54
A	27-028-24-43-0012	6957	1st Ave S		\$216.32	\$216.32	\$216.32
A	27-028-24-43-0034	6838	3rd Ave S		\$768.32	\$768.32	\$768.32
A	27-028-24-43-0051	6944	3rd Ave S		\$619.60	\$619.60	\$619.60
A	27-028-24-43-0060	6920	Stevens Ave S		\$674.96	\$674.96	\$674.96
A	27-028-24-43-0074	6915	Nicollet Ave S		\$972.71	\$972.71	\$972.71
A	27-028-24-43-0098	6812	2nd Ave S		\$442.31	\$242.31	\$242.31
A	27-028-24-43-0100	6800	2nd Ave S		\$651.84	\$651.84	\$651.84
A	27-028-24-43-0110	21	68th St E		\$523.79	\$523.79	\$523.79
A	27-028-24-44-0017	6815	5th Ave S		\$213.72	\$213.72	\$213.72

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	27-028-24-44-0031	6833	3rd Ave S		\$116.19	\$116.19	\$116.19
A	27-028-24-44-0036	6914	Portland Ave		\$619.80	\$619.80	\$619.80
A	27-028-24-44-0086	6938	Portland Ave		\$535.55	\$535.55	\$535.55
A	27-028-24-44-0115	6901	Clinton Ave S		\$528.24	\$528.24	\$528.24
A	27-028-24-44-0123	6944	Clinton Ave S		\$151.85	\$151.85	\$151.85
A	28-028-24-11-0009	6314	Aldrich Ave S		\$322.02	\$322.02	\$322.02
A	28-028-24-11-0035	6239	Dupont Ave S		\$270.21	\$270.21	\$270.21
A	28-028-24-11-0041	6300	Aldrich Ave S		\$405.02	\$405.02	\$405.02
A	28-028-24-11-0044	6327	Bryant Ave S		\$302.10	\$302.10	\$302.10
A	28-028-24-11-0046	6321	Bryant Ave S		\$299.84	\$299.84	\$299.84
A	28-028-24-11-0055	900	Mildred Dr		\$101.79	\$101.79	\$101.79
A	28-028-24-11-0066	1008	Mildred Dr		\$390.63	\$390.63	\$390.63
A	28-028-24-11-0082	1020	Mildred Dr		\$232.60	\$232.60	\$232.60
A	28-028-24-11-0086	6305	Dupont Ave S		\$390.63	\$390.63	\$390.63
A	28-028-24-12-0018	6343	Girard Ave S		\$390.63	\$390.63	\$390.63
A	28-028-24-12-0022	6331	Girard Ave S		\$390.63	\$390.63	\$390.63
A	28-028-24-12-0037	6338	Girard Ave S		\$466.70	\$466.70	\$466.70
A	28-028-24-12-0042	6333	Humboldt Ave S		\$390.63	\$390.63	\$390.63
A	28-028-24-13-0011	6449	Girard Ave S		\$542.92	\$542.92	\$542.92
A	28-028-24-13-0021	6405	Humboldt Ave S		\$114.68	\$114.68	\$114.68
A	28-028-24-13-0037	6508	Girard Ave S		\$220.23	\$220.23	\$220.23
A	28-028-24-13-0061	6436	Emerson Ave S		\$348.26	\$348.26	\$348.26
A	28-028-24-13-0077	6540	Emerson Ave S		\$197.97	\$197.97	\$197.97
A	28-028-24-21-0034	6238	Irving Ave S		\$101.79	\$101.79	\$101.79
A	28-028-24-21-0035	6244	Irving Ave S		\$389.33	\$389.33	\$389.33
A	28-028-24-21-0037	6239	James Ave S		\$348.26	\$348.26	\$348.26
A	28-028-24-21-0123	6215	James Ave S		\$609.06	\$609.06	\$609.06
A	28-028-24-22-0029	6340	Logan Ave S		\$348.27	\$148.27	\$148.27
A	28-028-24-24-0115	6514	Irving Ave S		\$336.24	\$136.24	\$136.24
A	28-028-24-24-0119	1600	66th St W		\$509.07	\$509.07	\$509.07
A	28-028-24-24-0141	1520	66th St W		\$390.63	\$390.63	\$390.63
A	28-028-24-24-0144	6519	Irving Ave S		\$299.84	\$299.84	\$299.84
A	28-028-24-31-0084	6630	Humboldt Ave S		\$407.37	\$407.37	\$407.37
A	28-028-24-32-0039	6620	Newton Ave S		\$716.36	\$716.36	\$716.36
A	28-028-24-33-0031	6837	Oliver Ave S		\$1,002.80	\$1,002.80	\$1,002.80
A	28-028-24-33-0071	6914	Newton Ave S		\$678.18	\$178.18	\$178.18
A	28-028-24-34-0019	6837	James Ave S		\$190.92	\$190.92	\$190.92
A	28-028-24-34-0026	6804	James Ave S		\$752.05	\$752.05	\$752.05
A	28-028-24-34-0111	6816	James Ave S		\$741.16	\$741.16	\$741.16
A	28-028-24-34-0138	6940	Irving Ave S		\$684.11	\$684.11	\$684.11

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	28-028-24-34-0144	6912	Humboldt Ave S		\$672.56	\$672.56	\$672.56
A	28-028-24-41-0020	917	66th St W		\$552.01	\$552.01	\$552.01
A	28-028-24-41-0424	910	66th St W		\$181.40	\$181.40	\$181.40
A	28-028-24-42-0014	6739	Humboldt Ave S		\$620.41	\$570.41	\$570.41
A	28-028-24-42-0079	6626	Emerson Ave S		\$348.26	\$348.26	\$348.26
A	28-028-24-42-0087	6726	Emerson Ave S		\$348.26	\$348.26	\$348.26
A	28-028-24-43-0004	6839	Humboldt Ave S		\$813.43	\$813.43	\$813.43
A	28-028-24-43-0005	6845	Humboldt Ave S		\$781.81	\$781.81	\$781.81
A	28-028-24-43-0006	6815	Humboldt Ave S		\$282.84	\$100.00	\$100.00
A	29-028-24-11-0010	6211	Thomas Ave S		\$121.99	\$121.99	\$121.99
A	29-028-24-11-0024	6325	Thomas Ave S		\$390.63	\$390.63	\$390.63
A	29-028-24-11-0030	6210	Sheridan Ave S		\$101.79	\$101.79	\$101.79
A	29-028-24-11-0043	6320	Sheridan Ave S		\$322.02	\$322.02	\$322.02
A	29-028-24-11-0107	6210	Russell Ave S		\$410.20	\$331.32	\$331.32
A	29-028-24-12-0005	6226	Thomas Ave S		\$451.63	\$326.63	\$326.63
A	29-028-24-12-0036	6210	Upton Ave S		\$390.63	\$390.63	\$390.63
A	29-028-24-12-0062	6239	Vincent Ave S		\$233.49	\$233.49	\$233.49
A	29-028-24-12-0071	6214	Vincent Ave S		\$348.26	\$348.26	\$348.26
A	29-028-24-12-0081	6320	Vincent Ave S		\$181.40	\$181.40	\$181.40
A	29-028-24-12-0110	6304	Washburn Ave S		\$466.70	\$466.70	\$466.70
A	29-028-24-12-0112	6314	Washburn Ave S		\$209.14	\$209.14	\$209.14
A	29-028-24-12-0117	6309	Xerxes Ave S		\$212.19	\$212.19	\$212.19
A	29-028-24-12-0121	6245	Xerxes Ave S		\$390.63	\$390.63	\$390.63
A	29-028-24-12-0130	6301	Xerxes Ave S		\$101.79	\$101.79	\$101.79
A	29-028-24-13-0004	2700	66th St W		\$348.26	\$348.26	\$348.26
A	29-028-24-13-0006	6408	Thomas Ave S		\$390.63	\$390.63	\$390.63
A	29-028-24-13-0023	6435	Xerxes Ave S		\$359.07	\$359.07	\$359.07
A	29-028-24-41-0069	6613	Thomas Ave S		\$499.52	\$499.52	\$499.52
A	29-028-24-41-0150	6737	Queen Ave S		\$114.05	\$114.05	\$114.05
A	29-028-24-42-0029	6620	Upton Ave S		\$288.12	\$288.12	\$288.12
A	29-028-24-42-0034	6640	Upton Ave S		\$552.01	\$552.01	\$552.01
A	29-028-24-42-0061	6616	Washburn Ave S		\$442.31	\$442.31	\$442.31
A	29-028-24-42-0062	6620	Washburn Ave S		\$768.32	\$768.32	\$768.32
A	29-028-24-42-0074	6625	Xerxes Ave S		\$407.37	\$407.37	\$407.37
A	29-028-24-42-0087	6736	Washburn Ave S		\$556.60	\$556.60	\$556.60
A	29-028-24-42-0088	6740	Washburn Ave S		\$684.11	\$684.11	\$684.11
A	29-028-24-42-0104	6708	Vincent Ave S		\$822.83	\$822.83	\$822.83
A	29-028-24-42-0117	6729	Washburn Ave S		\$300.96	\$300.96	\$300.96
A	29-028-24-42-0121	6709	Washburn Ave S		\$741.16	\$741.16	\$741.16
A	29-028-24-43-0030	6820	Upton Ave S		\$768.32	\$768.32	\$768.32

City of Richfield
Special Assessment Master Report
S/A Number: 24071

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A	29-028-24-43-0046	6809	Vincent Ave S		\$322.80	\$322.80	\$322.80
A	29-028-24-43-0050	6804	Vincent Ave S		\$228.02	\$228.02	\$228.02
A	29-028-24-43-0061	6845	Washburn Ave S		\$684.11	\$684.11	\$684.11
A	29-028-24-43-0072	6801	Washburn Ave S		\$749.36	\$749.36	\$749.36
A	29-028-24-43-0153	6944	Upton Ave S		\$177.36	\$177.36	\$177.36
A	29-028-24-44-0021	6812	Queen Ave S		\$585.98	\$585.98	\$585.98
A	29-028-24-44-0039	6809	Russell Ave S		\$704.64	\$704.64	\$704.64
A	29-028-24-44-0058	6825	Sheridan Ave S		\$840.12	\$840.12	\$840.12
A	29-028-24-44-0065	6800	Sheridan Ave S		\$684.11	\$684.11	\$684.11
A	29-028-24-44-0113	6904	Russell Ave S		\$684.11	\$684.11	\$684.11
A	29-028-24-44-0127	6933	Sheridan Ave S		\$609.72	\$609.72	\$609.72
A	29-028-24-44-0131	6917	Sheridan Ave S		\$749.36	\$749.36	\$749.36
A	29-028-24-44-0150	6933	Russell Ave S		\$609.72	\$609.72	\$609.72
A	32-028-24-11-0011	2312	70 1/2 St W		\$220.23	\$220.23	\$220.23
A	32-028-24-12-0012	7020	Upton Ave S		\$421.04	\$421.04	\$421.04
A	32-028-24-12-0043	7047	Xerxes Ave S		\$505.16	\$505.16	\$505.16
A	32-028-24-12-0049	2910	71st St W		\$514.52	\$514.52	\$514.52
A	32-028-24-12-0113	2808	71st St W		\$204.85	\$204.85	\$204.85
A	32-028-24-14-0005	7327	Queen Ave S		\$293.41	\$293.41	\$293.41
A	32-028-24-14-0006	7200	Penn Ave S		\$453.79	\$453.79	\$453.79
A	32-028-24-42-0032	7501	Upton Ave S		\$584.92	\$584.92	\$584.92
A	32-028-24-42-0044	7427	Vincent Ave S		\$533.99	\$533.99	\$533.99
A	32-028-24-42-0091	7533	Xerxes Ave S		\$181.88	\$181.88	\$181.88
A	32-028-24-42-0100	7520	Vincent Ave S		\$202.30	\$202.30	\$202.30
A	32-028-24-43-0044	2956	Washburn Cir		\$567.89	\$567.89	\$567.89
A	32-028-24-43-0097	2914	78th St W		\$302.36	\$182.36	\$182.36
A	33-028-24-14-0007	7344	Lyndale Ave S		\$213.15	\$213.15	\$213.15
A	33-028-24-14-0072	7321	Dupont Ave S		\$381.83	\$381.83	\$381.83
A	33-028-24-14-0075	7309	Dupont Ave S		\$505.16	\$505.16	\$505.16
A	33-028-24-14-0106	918	73rd St W		\$115.68	\$115.68	\$115.68
A	33-028-24-21-0031	7001	James Ave S		\$312.08	\$312.08	\$312.08
A	33-028-24-21-0032	7000	James Ave S		\$429.09	\$429.09	\$429.09
A	33-028-24-21-0039	7044	James Ave S		\$195.60	\$195.60	\$195.60
A	33-028-24-21-0090	7144	James Ave S		\$315.34	\$315.34	\$315.34
A	33-028-24-22-0053	7000	Oliver Ave S		\$170.36	\$170.36	\$170.36
A	33-028-24-22-0056	7020	Oliver Ave S		\$534.66	\$534.66	\$534.66
A	33-028-24-23-0089	7309	Morgan Ave S		\$191.56	\$191.56	\$191.56
A	33-028-24-23-0098	7335	Penn Ave S		\$505.16	\$505.16	\$505.16
A	33-028-24-24-0031	7226	Knox Ave S		\$191.56	\$191.56	\$191.56
A	33-028-24-32-0009	7509	Morgan Ave S		\$574.91	\$574.91	\$574.91

City of Richfield
Special Assessment Master Report
S/A Number: 24071

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A	33-028-24-41-0034	7429	Bryant Ave S		\$185.45	\$185.45	\$185.45
A	33-028-24-41-0165	7521	Aldrich Ave S		\$587.81	\$587.81	\$587.81
A	33-028-24-42-0064	7413	Humboldt Ave S		\$521.84	\$521.84	\$521.84
A	33-028-24-42-0108	7545	Fremont Ave S		\$313.84	\$313.84	\$313.84
A	33-028-24-42-0111	7529	Fremont Ave S		\$476.37	\$476.37	\$476.37
A	34-028-24-11-0039	7114	4th Ave S		\$522.65	\$522.65	\$522.65
A	34-028-24-11-0044	7144	4th Ave S		\$181.21	\$181.21	\$181.21
A	34-028-24-11-0045	7145	Clinton Ave S		\$324.44	\$324.44	\$324.44
A	34-028-24-11-0073	7016	Portland Ave		\$626.28	\$626.28	\$626.28
A	34-028-24-12-0030	7008	3rd Ave S		\$160.46	\$160.46	\$160.46
A	34-028-24-12-0102	7140	1st Ave S		\$227.34	\$227.34	\$227.34
A	34-028-24-13-0001	7300	3rd Ave S		\$176.00	\$176.00	\$176.00
A	34-028-24-13-0003	7324	3rd Ave S		\$292.66	\$292.66	\$292.66
A	34-028-24-13-0014	7315	Nicollet Ave S		\$958.56	\$958.56	\$958.56
A	34-028-24-13-0107	7221	1st Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-13-0108	7217	1st Ave S		\$278.83	\$278.83	\$278.83
A	34-028-24-13-0124	7244	2nd Ave S		\$181.88	\$178.43	\$178.43
A	34-028-24-13-0135	7205	Stevens Ave S		\$233.78	\$233.78	\$233.78
A	34-028-24-13-0138	7204	3rd Ave S		\$477.96	\$477.96	\$477.96
A	34-028-24-13-0149	7245	2nd Ave S		\$386.89	\$386.89	\$386.89
A	34-028-24-14-0022	7328	Portland Ave		\$424.32	\$424.32	\$424.32
A	34-028-24-14-0032	7321	5th Ave S		\$607.61	\$607.61	\$607.61
A	34-028-24-14-0045	7336	5th Ave S		\$929.45	\$929.45	\$929.45
A	34-028-24-14-0101	7305	3rd Ave S		\$383.07	\$383.07	\$383.07
A	34-028-24-22-0080	7105	Garfield Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0003	7327	Grand Ave		\$755.90	\$755.90	\$755.90
A	34-028-24-23-0031	7245	Grand Ave		\$119.89	\$119.89	\$119.89
A	34-028-24-23-0052	7244	Grand Ave		\$337.04	\$337.04	\$337.04
A	34-028-24-23-0055	7237	Harriet Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0064	7200	Harriet Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0066	7212	Harriet Ave		\$626.28	\$626.28	\$626.28
A	34-028-24-23-0069	7228	Harriet Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0106	7205	Lyndale Ave S		\$523.00	\$523.00	\$523.00
A	34-028-24-23-0137	7309	Harriet Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0152	7332	Pleasant Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-23-0153	7326	Pleasant Ave		\$574.18	\$574.18	\$574.18
A	34-028-24-24-0051	215	72nd St W		\$624.62	\$624.62	\$624.62
A	34-028-24-24-0106	7308	Nicollet Ave S		\$245.79	\$245.79	\$245.79
A	34-028-24-24-0108	7320	Nicollet Ave S		\$624.84	\$624.84	\$624.84
A	34-028-24-31-0052	7424	Pillsbury Ave		\$295.69	\$295.69	\$295.69

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	34-028-24-31-0063	221	74th St W		\$125.76	\$125.76	\$125.76
A	34-028-24-31-0119	7545	Blaisdell Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-32-0003	315	74th St W		\$327.74	\$327.74	\$327.74
A	34-028-24-32-0005	401	74th St W		\$505.16	\$505.16	\$505.16
A	34-028-24-32-0010	501	74th St W		\$151.22	\$151.22	\$151.22
A	34-028-24-32-0036	7538	Grand Ave		\$570.86	\$570.86	\$570.86
A	34-028-24-33-0052	7620	Harriet Ave		\$177.94	\$177.94	\$177.94
A	34-028-24-34-0020	7626	Blaisdell Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-34-0068	7614	Pillsbury Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-41-0007	7428	Portland Ave		\$505.16	\$505.16	\$505.16
A	34-028-24-41-0018	7508	Portland Ave		\$453.79	\$453.79	\$453.79
A	34-028-24-41-0137	7412	4th Ave S		\$626.28	\$626.28	\$626.28
A	34-028-24-42-0060	7425	Nicollet Ave S		\$340.58	\$340.58	\$340.58
A	34-028-24-42-0083	7514	Stevens Ave S		\$357.00	\$357.00	\$357.00
A	34-028-24-43-0015	7639	2nd Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-43-0018	7621	2nd Ave S		\$505.16	\$505.16	\$505.16
A	34-028-24-43-0034	7621	Stevens Ave S		\$331.68	\$331.68	\$331.68
A	34-028-24-43-0064	7627	Nicollet Ave S		\$417.90	\$417.90	\$417.90
A	35-028-24-11-0027	7025	18th Ave S		\$505.16	\$505.16	\$505.16
A	35-028-24-11-0029	7034	18th Ave S		\$169.58	\$169.58	\$169.58
A	35-028-24-11-0046	7008	17th Ave S		\$564.21	\$564.21	\$564.21
A	35-028-24-11-0049	7026	17th Ave S		\$580.75	\$580.75	\$580.75
A	35-028-24-11-0076	7021	Bloomington Ave S		\$306.83	\$306.83	\$306.83
A	35-028-24-11-0098	7138	18th Ave S		\$138.39	\$138.39	\$138.39
A	35-028-24-11-0107	7134	17th Ave S		\$467.97	\$467.97	\$467.97
A	35-028-24-11-0124	7145	18th Ave S		\$204.85	\$204.85	\$204.85
A	35-028-24-11-0126	7131	18th Ave S		\$446.44	\$446.44	\$446.44
A	35-028-24-12-0012	7027	12th Ave S		\$533.76	\$533.76	\$533.76
A	35-028-24-12-0057	7145	13th Ave S		\$110.01	\$110.01	\$110.01
A	35-028-24-12-0076	7121	14th Ave S		\$305.46	\$305.46	\$305.46
A	35-028-24-12-0087	7028	Bloomington Ave S		\$588.10	\$588.10	\$588.10
A	35-028-24-12-0094	7114	Bloomington Ave S		\$208.76	\$208.76	\$208.76
A	35-028-24-12-0107	7039	15th Ave S		\$400.18	\$400.18	\$400.18
A	35-028-24-12-0111	7010	15th Ave S		\$208.97	\$208.97	\$208.97
A	35-028-24-12-0115	7028	15th Ave S		\$505.16	\$505.16	\$505.16
A	35-028-24-13-0019	7334	Bloomington Ave S		\$318.70	\$318.70	\$318.70
A	35-028-24-13-0041	7238	15th Ave S		\$547.34	\$547.34	\$547.34
A	35-028-24-13-0057	1416	72nd St E		\$457.43	\$457.43	\$457.43
A	35-028-24-13-0086	7345	13th Ave S		\$590.50	\$590.50	\$590.50
A	35-028-24-13-0090	7321	13th Ave S		\$408.46	\$408.46	\$408.46

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	35-028-24-13-0102	7344	13th Ave S		\$122.00	\$122.00	\$122.00
A	35-028-24-14-0027	7244	17th Ave S		\$574.91	\$574.91	\$574.91
A	35-028-24-14-0028	7201	Bloomington Ave S		\$105.80	\$105.80	\$105.80
A	35-028-24-14-0055	7234	16th Ave S		\$172.20	\$172.20	\$172.20
A	35-028-24-14-0063	7243	18th Ave S		\$219.11	\$219.11	\$219.11
A	35-028-24-14-0065	7204	18th Ave S		\$528.20	\$528.20	\$528.20
A	35-028-24-14-0069	7224	18th Ave S		\$477.04	\$477.04	\$477.04
A	35-028-24-14-0070	7228	18th Ave S		\$588.48	\$588.48	\$588.48
A	35-028-24-14-0083	7325	17th Ave S		\$123.01	\$123.01	\$123.01
A	35-028-24-14-0092	7320	17th Ave S		\$579.57	\$579.57	\$579.57
A	35-028-24-14-0100	7320	18th Ave S		\$574.91	\$574.91	\$574.91
A	35-028-24-21-0009	7126	12th Ave S		\$124.03	\$124.03	\$124.03
A	35-028-24-22-0041	7039	Oakland Ave S		\$134.58	\$134.58	\$134.58
A	35-028-24-23-0034	7339	Park Ave		\$100.53	\$100.53	\$100.53
A	35-028-24-23-0038	7315	Park Ave		\$686.11	\$686.11	\$686.11
A	35-028-24-23-0073	7200	Columbus Ave S		\$626.28	\$626.28	\$626.28
A	35-028-24-23-0098	7239	Oakland Ave S		\$561.45	\$561.45	\$561.45
A	35-028-24-23-0112	7227	Portland Ave		\$305.46	\$305.46	\$305.46
A	35-028-24-24-0051	7214	11th Ave S		\$527.64	\$527.64	\$527.64
A	35-028-24-24-0060	7227	10th Ave S		\$505.16	\$505.16	\$505.16
A	35-028-24-24-0080	7201	Elliot Ave S		\$191.56	\$191.56	\$191.56
A	35-028-24-24-0098	7308	Elliot Ave S		\$287.61	\$287.61	\$287.61
A	35-028-24-24-0123	7233	Chicago Ave S		\$212.68	\$212.68	\$212.68
A	35-028-24-31-0007	7438	12th Ave S		\$578.78	\$378.78	\$378.78
A	35-028-24-31-0010	7439	11th Ave S		\$100.00	\$100.00	\$100.00
A	35-028-24-31-0033	7500	11th Ave S		\$672.20	\$584.15	\$584.15
A	35-028-24-31-0082	7408	11th Ave S		\$308.27	\$308.27	\$308.27
A	35-028-24-31-0097	7400	10th Ave S		\$178.51	\$178.51	\$178.51
A	35-028-24-31-0112	7401	Elliot Ave S		\$556.86	\$556.86	\$556.86
A	35-028-24-31-0119	7438	Elliot Ave S		\$252.01	\$252.01	\$252.01
A	35-028-24-32-0004	7431	Portland Ave		\$305.46	\$305.46	\$305.46
A	35-028-24-32-0062	7509	Oakland Ave S		\$644.15	\$644.15	\$644.15
A	35-028-24-32-0112	7426	Park Ave		\$399.38	\$399.38	\$399.38
A	35-028-24-33-0011	7605	Park Ave		\$375.19	\$125.19	\$125.19
A	35-028-24-33-0040	7620	Oakland Ave S		\$402.43	\$402.43	\$402.43
A	35-028-24-33-0046	7627	Portland Ave		\$302.72	\$302.72	\$302.72
A	35-028-24-34-0011	7626	12th Ave S		\$373.41	\$373.41	\$373.41
A	28-028-24-22-0087	6324	Morgan Ave S		\$509.07	\$509.07	\$509.07
A	28-028-24-22-0088	6328	Morgan Ave S		\$220.23	\$220.23	\$220.23
A	28-028-24-22-0110	6337	Oliver Ave S		\$424.17	\$424.17	\$424.17

City of Richfield
Special Assessment Master Report
S/A Number: 24071

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	28-028-24-23-0013	6512	Oliver Ave S		\$220.23	\$220.23	\$220.23
A	28-028-24-23-0034	6445	Morgan Ave S		\$220.23	\$220.23	\$220.23
A	28-028-24-23-0035	6439	Morgan Ave S		\$348.26	\$348.26	\$348.26
A	28-028-24-23-0062	6405	Newton Ave S		\$187.77	\$187.77	\$187.77
A	28-028-24-23-0068	6424	Newton Ave S		\$299.84	\$299.84	\$299.84
A	28-028-24-23-0083	6500	Newton Ave S		\$425.87	\$225.87	\$225.87
A	28-028-24-24-0003	6410	Humboldt Ave S		\$389.09	\$389.09	\$389.09
A	28-028-24-24-0060	6400	Knox Ave S		\$390.63	\$390.63	\$390.63
A	35-028-24-41-0011	7408	Cedar Ave S		\$411.74	\$411.74	\$411.74
A	35-028-24-41-0038	7420	17th Ave S		\$265.30	\$265.30	\$265.30
A	35-028-24-41-0057	7544	17th Ave S		\$323.46	\$173.46	\$173.46
A	35-028-24-41-0061	7529	18th Ave S		\$228.75	\$228.75	\$228.75
A	35-028-24-41-0093	7509	16th Ave S		\$124.78	\$124.78	\$124.78
A	35-028-24-41-0105	7445	Bloomington Ave S		\$258.79	\$258.79	\$258.79
A	35-028-24-41-0129	7501	18th Ave S		\$101.19	\$101.19	\$101.19
A	35-028-24-42-0010	7401	13th Ave S		\$296.36	\$296.36	\$296.36
A	35-028-24-42-0027	7500	13th Ave S		\$227.54	\$227.54	\$227.54
A	35-028-24-42-0053	7433	12th Ave S		\$348.61	\$348.61	\$348.61
A	35-028-24-42-0056	7415	12th Ave S		\$336.89	\$336.89	\$336.89
A	35-028-24-42-0075	7500	Bloomington Ave S		\$289.48	\$289.48	\$289.48
A	35-028-24-42-0088	7515	15th Ave S		\$378.95	\$378.95	\$378.95
A	35-028-24-43-0043	7614	Bloomington Ave S		\$241.32	\$241.32	\$241.32
A	35-028-24-44-0027	7633	Bloomington Ave S		\$578.61	\$578.61	\$578.61
A	26-028-24-43-0105	6812	14th Ave S		\$388.55	\$388.55	\$388.55
A	28-028-24-22-0081	6301	Morgan Ave S		\$158.08	\$158.08	\$158.08
A	28-028-24-24-0102	6540	James Ave S		\$101.79	\$101.79	\$101.79
A	34-028-24-34-0029	7615	Wentworth Ave		\$626.28	\$626.28	\$626.28
A	35-028-24-22-0106	7100	Columbus Ave S		\$273.28	\$273.28	\$273.28
A	35-028-24-34-0039	7600	10th Ave S		\$577.50	\$577.50	\$577.50
A	35-028-24-41-0130	7509	18th Ave S		\$446.44	\$446.44	\$446.44
A Count: 416				A Total:	\$171,675.27	\$166,570.38	\$166,570.38
Total Count: 416				Grand Total:	\$171,675.27	\$166,570.38	\$166,570.38

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR UNPAID GARBAGE COLLECTION SERVICE FROM AUGUST 1, 2022 TO JUNE 30, 2023

WHEREAS, unpaid charges have been determined for garbage collection services from private property within the residential organized collection system in the City of Richfield and the unpaid charges incurred for such work ordered during the period of August 1, 2022 to June 30, 2023 amount to \$166,570.38.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for garbage collection services from private property within the residential organized collection system in the City of Richfield and the unpaid charges incurred for such work ordered during the period of August 1, 2022 to June 30, 2023.

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

1. Such proposed assessment roll, in the amount of \$166,570.38, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the residential organized collection business serving their property, except that no interest shall be charged if the entire assessment is paid by November 10, 2023. A property owner may, at any time prior to November 10, pay to the residential organized collection hauler serving their property the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 140
CITY COUNCIL MEETING
10/10/2023

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

Katie Rodriguez, City Manager

Katie Rodriguez, City Manager
10/5/2022

ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider a resolution adopting the proposed assessments of delinquent utility accounts, false alarm charges, public health or safety hazards charges, weed eradication charges, and vacant property registration fees to be certified to property taxes.

EXECUTIVE SUMMARY:

Minnesota State Statutes 444.075, 429.101, and 429.061 provide that certain unpaid charges may be assessed against the benefiting property.

Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, storm water, and street light charges may be certified to the county auditor to be included in a property owner's annual property tax bill.

Section 925.02 Subd. 5, Section 915.07 Sub. 3 and chapter 8.02 of the City Charter provide that the City is allowed to specially assess delinquent fees. The City Code also authorizes a certification fee to be charged against each delinquent account.

By certifying the delinquent charges to the property taxes, the City is assured of collection of the charges. The delinquent accounts must be certified to the County Auditor in order for the City to collect the charges through the property tax payment process.

Property owners have been notified that any unpaid charges or fees may be assessed against the property.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve the attached resolution authorizing certification of unpaid water, sanitary sewer, storm water, and street light charges, false alarm charges, public health or safety hazard charges, weed eradication charges and vacant property registration fees to the county auditor to be collected with other taxes on said properties.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Staff expects that, as in years past, many of the now delinquent accounts will be paid before final certification to the County.

Utility Billing:

The pending delinquent 2023 Utility billing charges are \$558,816.82, compared to \$438,811.43

at the same time last year.

In 2022, the City ultimately certified \$305,812.56 due to some property owners paying their delinquent bill prior to the deadline.

False Alarms:

The pending delinquent 2023 charges are \$1,100.00 compared to prior year's amount of \$2,700.00 at the same time last year.

Public Health or Safety Hazards:

The pending delinquent 2023 charges are \$1,158.66, compared to \$15,136.00 at the same time last year.

Weed Eradication:

The pending delinquent 2023 charges are \$1,500.00, compared to \$500.00 at the same time last year.

Vacant Property:

The pending delinquent 2023 fees are \$2,900.00, compared to \$1,550.00 at the same time last year.

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

Minnesota State Statutes 444.075 and 429.101 and Chapter VII of the Richfield Code of Ordinances provide that unpaid water, sanitary sewer, storm water, street light charges may be certified to the county auditor to be included in a property owner's annual property tax bill.

Notice of Certification to Property Taxes was mailed to Richfield property owners on September 12, 2023 for delinquent utility accounts and September 8, 2023 for delinquent false alarm, public health/safety hazards, weed eradication and vacant property accounts.

Notice of certification was published in the Sun Current on August 31, 2023.

C. CRITICAL TIMING ISSUES:

To prepay the delinquent amount and avoid certification, the entire past due amount must be paid by November 10, 2023.

D. FINANCIAL IMPACT:

Utility Billing:

The pending delinquent 2023 utility charges total \$558,816.82 for 894 accounts.

A \$50.00 certification fee will be added to each account.

False Alarms:

The pending delinquent 2023 charges are \$1,100.00

Unpaid alarm charges are subject to a 10% penalty charge if not paid within 30 days and is included in the amount listed above.

Public Health or Safety Hazards:

The pending delinquent 2023 charges are \$1,158.66.

A \$25.00 administrative fee is charged to all properties.

Weed Eradication:

The pending delinquent 2023 amount for weed eradication from private property is \$1,500.00.

A \$25.00 administrative fee is charged to all properties.

Vacant Property:

The pending delinquent 2023 amount for vacant property registration fees is \$2,900.00.

A \$25.00 administrative fee is charged to all properties.

Unpaid Charges:

The affected property owner may pay the original principal amount without interest or penalties within 30 days from the date the Council adopts the assessment.

If the original charge remains unpaid beyond the 30 days, the charges will be assessed to the property and will include additional charges for penalties as noted above as well as bear an interest rate of 5% from the date of adoption of the assessment resolution. The certified amount is spread over a period of one year.

E. LEGAL CONSIDERATION:

There are no legal issues apparent at this time. The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

	Description	Type
▢	False Alarm, Weed Eradication, Public Health Hazard, and Vacant Property Assessment Roll	Cover Memo
▢	Utility Billing Assessment Roll	Cover Memo
▢	Resolution	Cover Memo

City of Richfield
Special Assessment Master Report
S/A Number: 24067

S/A Number: 24067		Description: 2023 WEEDS		
Assessment Total: \$0.00				
Interest Rate: 5.0000		Opened Date:		Amortization Type: S
Payment Number: 0 Of: 1		1st Hearing:		County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024		2nd Hearing:		Status: Pending
Resolution Number:		Levied:		Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	26-028-24-13-0106	1504	66th St E		\$125.00	\$125.00	\$125.00
A	27-028-24-12-0082	6315	2nd Ave S		\$125.00	\$125.00	\$125.00
A	28-028-24-23-0022	6525	Penn Ave S		\$125.00	\$125.00	\$125.00
A	28-028-24-42-0050	6601	Emerson Ave S		\$250.00	\$250.00	\$250.00
A	29-028-24-13-0017	6428	Washburn Ave S		\$125.00	\$125.00	\$125.00
A	34-028-24-11-0072	7012	Portland Ave		\$125.00	\$125.00	\$125.00
A	35-028-24-12-0104	7025	15th Ave S		\$125.00	\$125.00	\$125.00
A	35-028-24-14-0027	7244	17th Ave S		\$125.00	\$125.00	\$125.00
A	35-028-24-14-0100	7320	18th Ave S		\$375.00	\$375.00	\$375.00
A Count: 9				A Total:	\$1,500.00	\$1,500.00	\$1,500.00
Total Count: 9				Grand Total:	\$1,500.00	\$1,500.00	\$1,500.00

City of Richfield
Special Assessment Master Report
S/A Number: 24068

S/A Number: 24068			Description: 2023 NUISANCE	
Assessment Total: \$0.00				
Interest Rate: 5.0000			Opened Date:	Amortization Type: S
Payment Number: 0 Of: 1			1st Hearing:	County Admin Fee: \$0.00
1st Yr. Int. Months: 14		1st Yr. Payable: 2024	2nd Hearing:	Status: Pending
Resolution Number:			Levied:	Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	27-028-24-21-0030	6235	Pillsbury Ave		\$315.00	\$315.00	\$315.00
A	29-028-24-42-0096	6721	Xerxes Ave S		\$140.00	\$140.00	\$140.00
A	33-028-24-41-0039	7401	Bryant Ave S		\$473.66	\$473.66	\$473.66
A	35-028-24-12-0025	7145	12th Ave S		\$100.00	\$100.00	\$100.00
A	35-028-24-14-0098	7308	18th Ave S		\$130.00	\$130.00	\$130.00
A Count: 5					A Total:	\$1,158.66	\$1,158.66
Total Count: 5					Grand Total:	\$1,158.66	\$1,158.66

City of Richfield
Special Assessment Master Report
S/A Number: 24069

S/A Number: 24069		Description: 2023 FALSE ALARMS		
Assessment Total: \$0.00				
Interest Rate: 5.0000		Opened Date:		Amortization Type: S
Payment Number: 0 Of: 1		1st Hearing:		County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024		2nd Hearing:		Status: Pending
Resolution Number:		Levied:		Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	34-028-24-34-0053	200	78th St W		\$400.00	\$400.00	\$400.00
A	26-028-24-14-0134	6515	Richfield Pkwy		\$200.00	\$200.00	\$200.00
A	27-028-24-24-0061	199	65th St W		\$300.00	\$100.00	\$100.00
A	29-028-24-13-0081	2900	66th St W		\$200.00	\$100.00	\$100.00
A	33-028-24-43-0048	7601	Girard Ave S		\$300.00	\$300.00	\$300.00
A Count: 5					A Total:	\$1,400.00	\$1,100.00
Total Count: 5					Grand Total:	\$1,400.00	\$1,100.00

City of Richfield
Special Assessment Master Report
S/A Number: 24070

S/A Number: 24070		Description: 2023 VACANT PROPERTY		
Assessment Total: \$0.00				
Interest Rate: 5.0000		Opened Date:		Amortization Type: S
Payment Number: 0 Of: 1		1st Hearing:		County Admin Fee: \$0.00
1st Yr. Int. Months: 14 1st Yr. Payable: 2024		2nd Hearing:		Status: Pending
Resolution Number:		Levied:		Sub Status:
Project Nbr:	Fund:	Contract Nbr:	Fin Acct Nbr:	Continue Calculating Deferred: Yes
			Int Acct Nbr:	

<u>St</u>	<u>Property ID</u>	<u>House</u>	<u>Street Name</u>	<u>Unit</u>	<u>Orig Assessment</u>	<u>Total Assessment</u>	<u>Payoff Amt</u>
A	26-028-24-13-0080	6520	15th Ave S		\$325.00	\$325.00	\$325.00
A	28-028-24-23-0022	6525	Penn Ave S		\$1,025.00	\$1,025.00	\$1,025.00
A	33-028-24-14-0075	7309	Dupont Ave S		\$525.00	\$525.00	\$525.00
A	34-028-24-23-0066	7212	Harriet Ave		\$325.00	\$325.00	\$325.00
A	35-028-24-12-0115	7028	15th Ave S		\$375.00	\$375.00	\$375.00
A	35-028-24-14-0100	7320	18th Ave S		\$325.00	\$325.00	\$325.00
A Count: 6					A Total:	\$2,900.00	\$2,900.00
Total Count: 6					Grand Total:	\$2,900.00	\$2,900.00

2023 Pending Delinquent Utility Bill Charges

Property ID #	Service Address	Town/City	Certification Balance
2702824420073	6608 STEVENS AVE S	RICHFIELD	\$84.14
2702824220084	6345 LYNDAL AVE S	RICHFIELD	\$1,457.99
2902824410017	6620 QUEEN AVE S	RICHFIELD	\$6,447.03
2902824410010	6645 QUEEN AVE S	RICHFIELD	\$1,941.77
2702824410010	6630 PORTLAND AVE S	RICHFIELD	\$877.23
3402824410020	7516 PORTLAND AVE S	RICHFIELD	\$468.73
3202824420100	7520 VINCENT AVE S	RICHFIELD	\$737.91
2902824430057	6832 VINCENT AVE S	RICHFIELD	\$629.29
3202824140005	7327 QUEEN AVE S	RICHFIELD	\$408.96
2902824120081	6320 VINCENT AVE S	RICHFIELD	\$119.07
3402824320013	521 74TH ST W	RICHFIELD	\$746.75
3402824320013	523 74TH ST W	RICHFIELD	\$750.98
3402824140037	7304 5TH AVE S	RICHFIELD	\$1,177.16
3502824110093	7045 BLOOMINGTON AVE S	RICHFIELD	\$352.71
3502824330002	717 77TH ST E	RICHFIELD	\$794.35
3502824330002	729 77TH ST E	RICHFIELD	\$308.87
3502824140027	7244 17TH AVE S	RICHFIELD	\$809.24
3502824310019	7514 12TH AVE S	RICHFIELD	\$658.72
2602824430075	6910 13TH AVE S	RICHFIELD	\$721.33
3402824110115	7115 3RD AVE S	RICHFIELD	\$638.62
2902824410069	6613 THOMAS AVE S	RICHFIELD	\$657.21
2902824430187	6909 UPTON AVE S	RICHFIELD	\$102.14
3402824310116	7532 NICOLLET AVE S	RICHFIELD	\$296.28
2802824220122	6320 OLIVER AVE S	RICHFIELD	\$191.51
2902824440062	6809 SHERIDAN AVE S	RICHFIELD	\$701.44
3302824240001	7212 HUMBOLDT AVE S	RICHFIELD	\$96.34
3502824120095	7120 BLOOMINGTON AVE S	RICHFIELD	\$139.83
2702824440017	6815 5TH AVE S	RICHFIELD	\$121.02
2602824340137	6820 ELLIOT AVE S	RICHFIELD	\$92.11
3202824120005	7021 UPTON AVE S	RICHFIELD	\$99.70
2702824220057	6237 GRAND AVE S	RICHFIELD	\$485.22
3202824140127	2314 74TH ST W	RICHFIELD	\$584.25
2602824230001	6501 PORTLAND AVE S	RICHFIELD	\$3,819.31
3202824420066	7408 WASHBURN AVE S	RICHFIELD	\$218.25
2802824320067	6700 OLIVER AVE S	RICHFIELD	\$70.47
3502824420052	7439 12TH AVE S	RICHFIELD	\$866.42
2702824140088	6539 3RD AVE S	RICHFIELD	\$612.46
2602824130106	1504 66TH ST E	RICHFIELD	\$805.91
3302824410133	7520 ALDRICH AVE S	RICHFIELD	\$261.02
2802824130043	1406 66TH ST W	RICHFIELD	\$483.37
3202824420032	7501 UPTON AVE S	RICHFIELD	\$1,097.39
3502824220027	7113 PARK AVE S	RICHFIELD	\$169.81
3402824130132	7217 STEVENS AVE S	RICHFIELD	\$16.10
3502824410042	7545 16TH AVE S	RICHFIELD	\$130.67

2902824120062	6239 VINCENT AVE S	RICHFIELD	\$878.03
2602824410035	6709 16TH AVE S	RICHFIELD	\$440.96
3402824310119	7545 BLAISDELL AVE S	RICHFIELD	\$947.97
3402824410054	7420 4TH AVE S	RICHFIELD	\$550.41
3302824110015	7053 OAK GROVE BLVD	RICHFIELD	\$170.21
2702824410079	6645 3RD AVE S	RICHFIELD	\$116.19
2702824110062	6232 4TH AVE S	RICHFIELD	\$599.72
2702824240037	6409 WENTWORTH AVE S	RICHFIELD	\$124.31
3402824230134	7321 HARRIET AVE S	RICHFIELD	\$137.14
3402824220060	7109 AUGSBURG AVE S	RICHFIELD	\$787.72
2702824140054	352 APPLE LA	RICHFIELD	\$6.51
3502824310082	7408 11TH AVE S	RICHFIELD	\$1,038.98
2702824210053	6308 BLAISDELL AVE S	RICHFIELD	\$558.00
2602824420090	6716 14TH AVE S	RICHFIELD	\$198.60
3402824120151	7121 STEVENS AVE S	RICHFIELD	\$534.19
3502824140102	7328 18TH AVE S	RICHFIELD	\$433.46
3402824320058	7401 LYNDAL AVE S	RICHFIELD	\$1,405.71
2702824330104	6837 GARFIELD AVE S	RICHFIELD	\$79.22
3402824240038	7232 WENTWORTH AVE S	RICHFIELD	\$133.95
3502824140026	7238 17TH AVE S	RICHFIELD	\$579.97
2802824130077	6540 EMERSON AVE S	RICHFIELD	\$116.41
3302824220107	7133 OLIVER AVE S	RICHFIELD	\$545.70
3502824120076	7121 14TH AVE S	RICHFIELD	\$302.84
3502824240079	7209 ELLIOT AVE S	RICHFIELD	\$123.98
2702824210031	6234 PILLSBURY AVE S	RICHFIELD	\$881.47
3402824320036	7538 GRAND AVE S	RICHFIELD	\$594.57
3402824130003	7324 3RD AVE S	RICHFIELD	\$192.79
3302824220048	7027 OLIVER AVE S	RICHFIELD	\$1,360.04
2902824130010	6432 THOMAS AVE S	RICHFIELD	\$195.03
3402824340037	7632 WENTWORTH AVE S	RICHFIELD	\$837.96
2802824230034	6445 MORGAN AVE S	RICHFIELD	\$495.41
3302824220053	7000 OLIVER AVE S	RICHFIELD	\$204.63
3402824230093	7228 GARFIELD AVE S	RICHFIELD	\$617.73
3502824110043	7101 17TH AVE S	RICHFIELD	\$123.98
2902824120036	6210 UPTON AVE S	RICHFIELD	\$799.70
2602824140098	6504 16TH AVE S	RICHFIELD	\$790.99
3302824430048	7601 GIRARD AVE S	RICHFIELD	\$344.87
2602824330121	6808 CHICAGO AVE S	RICHFIELD	\$110.44
2802824420014	6739 HUMBOLDT AVE S	RICHFIELD	\$3,860.00
3302824130091	7329 EMERSON AVE S	RICHFIELD	\$830.88
3502824310013	7421 11TH AVE S	RICHFIELD	\$948.14
3402824140049	7341 4TH AVE S	RICHFIELD	\$665.02
2702824420110	6638 1ST AVE S	RICHFIELD	\$143.34
2802824240122	6531 JAMES AVE S	RICHFIELD	\$606.84
3502824430055	7609 15TH AVE S	RICHFIELD	\$844.16
3302824220122	7133 PENN AVE S	RICHFIELD	\$135.99
3302824230098	7335 PENN AVE S	RICHFIELD	\$600.52

3202824140114	7326 SHERIDAN AVE S	RICHFIELD	\$646.16
3302824440062	7632 BRYANT AVE S	RICHFIELD	\$139.46
3202824120021	7014 WASHBURN AVE S	RICHFIELD	\$255.23
2602824410045	6745 BLOOMINGTON AVE S	RICHFIELD	\$218.24
3502824130103	7345 12TH AVE S	RICHFIELD	\$848.81
3302824140067	7341 DUPONT AVE S	RICHFIELD	\$28.72
2602824310100	6733 10TH AVE S	RICHFIELD	\$305.36
2602824420046	6639 13TH AVE S	RICHFIELD	\$970.11
2702824140074	6428 CLINTON AVE S	RICHFIELD	\$65.09
2902824430046	6809 VINCENT AVE S	RICHFIELD	\$546.12
3402824410094	7527 5TH AVE S	RICHFIELD	\$141.16
3302824420108	7545 FREMONT AVE S	RICHFIELD	\$856.63
2702824430100	6800 2ND AVE S	RICHFIELD	\$553.94
3302824230094	7338 OLIVER AVE S	RICHFIELD	\$484.97
3502824120003	7014 13TH AVE S	RICHFIELD	\$158.35
2702824240061	32 66TH ST W	RICHFIELD	\$1,755.99
3502824410024	7421 BLOOMINGTON AVE S	RICHFIELD	\$227.24
3402824140056	7313 4TH AVE S	RICHFIELD	\$344.14
2902824120013	6320 THOMAS AVE S	RICHFIELD	\$531.77
2702824420108	6633 NICOLLET AVE S	RICHFIELD	\$1,143.33
3502824240026	7339 11TH AVE S	RICHFIELD	\$119.07
3202824420047	7409 VINCENT AVE S	RICHFIELD	\$945.80
3302824320009	7509 MORGAN AVE S	RICHFIELD	\$609.59
2902824430091	6821 XERXES AVE S	RICHFIELD	\$501.10
3402824330088	351 77TH ST W	RICHFIELD	\$150.00
2602824330123	721 68TH ST E	RICHFIELD	\$854.34
3502824320072	7533 PORTLAND AVE S	RICHFIELD	\$643.35
3302824140083	7240 LYNDALE AVE S	RICHFIELD	\$261.81
3402824420123	7533 2ND AVE S	RICHFIELD	\$20.80
3402824220054	7147 LYNDALE AVE S	RICHFIELD	\$269.11
2902824430187	6909 UPTON AVE S	RICHFIELD	\$88.49
3502824320112	7426 PARK AVE S	RICHFIELD	\$1,382.73
3202824420094	7515 XERXES AVE S	RICHFIELD	\$204.46
2902824110016	6237 THOMAS AVE S	RICHFIELD	\$1,107.39
2802824120037	6338 GIRARD AVE S	RICHFIELD	\$418.82
3502824230098	7239 OAKLAND AVE S	RICHFIELD	\$131.91
3402824310003	7414 NICOLLET AVE S	RICHFIELD	\$2,048.31
3302824420092	7533 GIRARD AVE S	RICHFIELD	\$90.70
2602824210039	6214 12TH AVE S	RICHFIELD	\$262.13
2702824240043	6429 BLAISDELL AVE S	RICHFIELD	\$757.44
2902824430132	6939 WASHBURN AVE S	RICHFIELD	\$296.58
2602824320132	600 68TH ST E	RICHFIELD	\$474.87
2602824310026	6633 10TH AVE S	RICHFIELD	\$841.08
2602824110025	6345 BLOOMINGTON AVE S	RICHFIELD	\$651.55
3402824410019	7514 PORTLAND AVE S	RICHFIELD	\$1,218.02
3502824240002	7208 12TH AVE S	RICHFIELD	\$1,084.35
2902824420148	6701 WASHBURN AVE S	RICHFIELD	\$143.62

2702824340096	6939 PILLSBURY AVE S	RICHFIELD	\$481.18
2802824220029	6340 LOGAN AVE S	RICHFIELD	\$542.29
3402824140022	7328 PORTLAND AVE S	RICHFIELD	\$1,489.63
3502824120077	7127 14TH AVE S	RICHFIELD	\$380.95
2802824240039	6405 JAMES AVE S	RICHFIELD	\$771.62
3202824420025	7545 UPTON AVE S	RICHFIELD	\$147.15
3502824210056	7115 11TH AVE S	RICHFIELD	\$73.22
2902824440127	6933 SHERIDAN AVE S	RICHFIELD	\$600.99
3402824430018	7621 2ND AVE S	RICHFIELD	\$797.31
3202824120120	2824 71 1/2 ST W	RICHFIELD	\$1,108.96
3402824410035	7416 5TH AVE S	RICHFIELD	\$665.89
3302824140051	7329 COLFAX AVE S	RICHFIELD	\$80.76
2802824130028	6449 HUMBOLDT AVE S	RICHFIELD	\$57.75
2802824240063	6414 KNOX AVE S	RICHFIELD	\$170.10
2702824210017	6229 PILLSBURY AVE S	RICHFIELD	\$3,047.82
3402824120027	7005 NICOLLET AVE S	RICHFIELD	\$580.14
2602824440037	6826 17TH AVE S	RICHFIELD	\$851.68
2802824120041	6341 HUMBOLDT AVE S	RICHFIELD	\$667.98
2702824110083	6233 CLINTON AVE S	RICHFIELD	\$84.14
2602824420057	1305 66TH ST E	RICHFIELD	\$77.45
2602824420057	1305 66TH ST E	RICHFIELD	\$246.50
2702824430110	21 68TH ST E	RICHFIELD	\$715.54
2602824130038	6434 BLOOMINGTON AVE S	RICHFIELD	\$921.87
3402824230066	7212 HARRIET AVE S	RICHFIELD	\$336.56
3502824140003	7300 18TH AVE S	RICHFIELD	\$848.24
2602824410093	6715 17TH AVE S	RICHFIELD	\$545.35
3302824420062	7427 HUMBOLDT AVE S	RICHFIELD	\$316.35
2602824110011	6221 BLOOMINGTON AVE S	RICHFIELD	\$1,614.82
3502824310097	7400 10TH AVE S	RICHFIELD	\$662.94
3402824130001	7300 3RD AVE S	RICHFIELD	\$111.80
3502824410093	7509 16TH AVE S	RICHFIELD	\$192.24
2802824130063	1124 66TH ST W	RICHFIELD	\$108.23
2602824130094	6501 14TH AVE S	RICHFIELD	\$116.84
3302824410117	7545 COLFAX AVE S	RICHFIELD	\$7.29
2702824430041	6809 2ND AVE S	RICHFIELD	\$6.78
2902824140060	6540 PENN AVE S	RICHFIELD	\$180.00
2702824310020	6725 PILLSBURY AVE S	RICHFIELD	\$249.21
2902824110064	6329 RUSSELL AVE S	RICHFIELD	\$344.02
3302824140105	7244 BRYANT AVE S	RICHFIELD	\$409.82
2902824440039	6809 RUSSELL AVE S	RICHFIELD	\$785.26
2802824230022	6525 PENN AVE S	RICHFIELD	\$1,276.75
3402824240020	7220 BLAISDELL AVE S	RICHFIELD	\$756.21
3402824410023	7538 PORTLAND AVE S	RICHFIELD	\$593.37
2602824120121	6208 14TH AVE S	RICHFIELD	\$1,107.88
3402824430059	7632 1ST AVE S	RICHFIELD	\$97.97
3402824430015	7639 2ND AVE S	RICHFIELD	\$41.96
2702824210015	6224 WENTWORTH AVE S	RICHFIELD	\$438.85

3302824410039	7401 BRYANT AVE S	RICHFIELD	\$337.74
2802824340060	6937 LOGAN AVE S	RICHFIELD	\$125.99
3202824110006	7008 PENN AVE S	RICHFIELD	\$452.66
2802824330031	6837 OLIVER AVE S	RICHFIELD	\$581.96
3402824310099	7520 BLAISDELL AVE S	RICHFIELD	\$301.21
2902824420074	6625 XERXES AVE S	RICHFIELD	\$99.43
3402824140075	7333 CLINTON AVE S	RICHFIELD	\$730.09
2602824130132	6500 14TH AVE S	RICHFIELD	\$248.12
3302824140075	7309 DUPONT AVE S	RICHFIELD	\$415.09
2702824420060	6617 2ND AVE S	RICHFIELD	\$523.29
3302824230031	7200 MORGAN AVE S	RICHFIELD	\$97.97
2602824320038	6628 OAKLAND AVE S	RICHFIELD	\$497.78
2902824420006	6612 THOMAS AVE S	RICHFIELD	\$638.11
2902824420104	6708 VINCENT AVE S	RICHFIELD	\$399.97
2602824440003	6814 CEDAR AVE S	RICHFIELD	\$1,097.72
2802824310069	6733 OAKLAND TER	RICHFIELD	\$1,843.90
2902824410020	6645 RUSSELL AVE S	RICHFIELD	\$512.07
2702824430073	6921 NICOLLET AVE S	RICHFIELD	\$1,014.18
2802824340006	6815 IRVING AVE S	RICHFIELD	\$126.80
2602824430044	6812 14TH AVE S	RICHFIELD	\$822.44
3202824140025	7220 QUEEN AVE S	RICHFIELD	\$669.10
2702824420041	6737 1ST AVE S	RICHFIELD	\$348.45
3202824140060	7238 SHERIDAN AVE S	RICHFIELD	\$417.46
3502824110017	7115 18TH AVE S	RICHFIELD	\$808.64
3302824410035	7425 BRYANT AVE S	RICHFIELD	\$733.45
3202824120025	7009 XERXES AVE S	RICHFIELD	\$783.02
3302824430003	7617 EMERSON AVE S	RICHFIELD	\$93.36
3402824130083	7301 STEVENS AVE S	RICHFIELD	\$25.27
3202824120096	7139 UPTON AVE S	RICHFIELD	\$739.75
3502824120092	7104 BLOOMINGTON AVE S	RICHFIELD	\$543.71
2702824140028	6500 PORTLAND AVE S	RICHFIELD	\$353.13
2902824130006	6408 THOMAS AVE S	RICHFIELD	\$406.11
2902824410152	6729 QUEEN AVE S	RICHFIELD	\$134.85
3502824410042	7545 16TH AVE S	RICHFIELD	\$362.96
3402824230088	7208 GARFIELD AVE S	RICHFIELD	\$72.70
2602824330008	6933 PORTLAND AVE S	RICHFIELD	\$154.43
2702824210069	6305 BLAISDELL AVE S	RICHFIELD	\$369.44
3502824310036	7520 11TH AVE S	RICHFIELD	\$1,253.69
2902824420091	6741 XERXES AVE S	RICHFIELD	\$380.01
3502824120008	7044 13TH AVE S	RICHFIELD	\$577.01
2702824410038	6625 4TH AVE S	RICHFIELD	\$1,052.55
2602824310122	817 66TH ST E	RICHFIELD	\$1,631.34
3502824410126	7434 17TH AVE S	RICHFIELD	\$388.54
3202824120012	7020 UPTON AVE S	RICHFIELD	\$155.81
3502824140024	7228 17TH AVE S	RICHFIELD	\$474.55
2702824430034	6838 3RD AVE S	RICHFIELD	\$697.47
3502824240051	7214 11TH AVE S	RICHFIELD	\$700.00

2602824320107	6736 COLUMBUS AVE S	RICHFIELD	\$915.93
3402824230112	7316 GARFIELD AVE S	RICHFIELD	\$137.62
2702824210018	6225 PILLSBURY AVE S	RICHFIELD	\$30.38
3202824140109	7301 SHERIDAN AVE S	RICHFIELD	\$0.06
3202824420034	7408 UPTON AVE S	RICHFIELD	\$91.31
3502824110090	1544 FERN DR	RICHFIELD	\$921.76
3502824120110	7004 15TH AVE S	RICHFIELD	\$1,683.19
3502824130015	7314 BLOOMINGTON AVE S	RICHFIELD	\$1,874.35
3402824140041	7320 5TH AVE S	RICHFIELD	\$544.62
2602824130139	1310 66TH ST E	RICHFIELD	\$926.64
2802824110041	6300 ALDRICH AVE S	RICHFIELD	\$309.87
3502824420061	7414 BLOOMINGTON AVE S	RICHFIELD	\$342.44
3502824140100	7320 18TH AVE S	RICHFIELD	\$6,518.59
3402824110105	7100 PORTLAND AVE S	RICHFIELD	\$542.01
3502824310050	7508 10TH AVE S	RICHFIELD	\$774.89
2902824120083	6332 VINCENT AVE S	RICHFIELD	\$277.85
3502824330014	7621 PARK AVE S	RICHFIELD	\$225.85
2702824140019	6437 5TH AVE S	RICHFIELD	\$148.69
2602824430004	6901 14TH AVE S	RICHFIELD	\$585.46
3502824240007	7238 12TH AVE S	RICHFIELD	\$1,766.55
3502824240044	7327 10TH AVE S	RICHFIELD	\$228.09
3502824120029	7121 12TH AVE S	RICHFIELD	\$548.68
2802824340058	6940 KNOX AVE S	RICHFIELD	\$265.64
3502824320011	7401 PORTLAND AVE S	RICHFIELD	\$340.96
3402824340055	7720 WENTWORTH AVE S	RICHFIELD	\$1,944.00
2602824130080	6520 15TH AVE S	RICHFIELD	\$414.30
3502824120025	7145 12TH AVE S	RICHFIELD	\$443.10
3502824140018	7200 17TH AVE S	RICHFIELD	\$129.63
3202824430049	7645 XERXES AVE S	RICHFIELD	\$125.88
3402824140032	7321 5TH AVE S	RICHFIELD	\$972.92
2702824110100	6339 3RD AVE S	RICHFIELD	\$1,366.97
2602824440116	6920 16TH AVE S	RICHFIELD	\$1,013.04
2702824340067	6914 NICOLLET AVE S	RICHFIELD	\$475.09
2602824320085	619 67TH ST E	RICHFIELD	\$1,071.34
2902824420050	6632 VINCENT AVE S	RICHFIELD	\$611.11
3402824340064	7727 WENTWORTH AVE S	RICHFIELD	\$1,803.50
2802824220123	6324 OLIVER AVE S	RICHFIELD	\$942.96
2802824110065	1000 MILDRED DR	RICHFIELD	\$902.89
3302824420129	7544 DUPONT AVE S	RICHFIELD	\$201.87
3502824410107	7435 BLOOMINGTON AVE S	RICHFIELD	\$234.98
2602824320029	6619 OAKLAND AVE S	RICHFIELD	\$703.19
2602824130098	6512 BLOOMINGTON AVE S	RICHFIELD	\$1,077.32
2902824130023	6435 XERXES AVE S	RICHFIELD	\$608.19
2602824330081	6824 COLUMBUS AVE S	RICHFIELD	\$926.73
2802824120007	6226 GIRARD AVE S	RICHFIELD	\$688.19
2702824340071	6909 BLAISDELL AVE S	RICHFIELD	\$84.92
3402824410003	7414 PORTLAND AVE S	RICHFIELD	\$353.76

2602824310046	817 66TH ST E	RICHFIELD	\$52.60
3502824240106	7339 CHICAGO AVE S	RICHFIELD	\$240.53
2702824440002	6804 PORTLAND AVE S	RICHFIELD	\$193.22
2802824430006	6815 HUMBOLDT AVE S	RICHFIELD	\$829.13
2602824340127	6900 ELLIOT AVE S	RICHFIELD	\$454.29
2702824210093	6337 PLEASANT AVE S	RICHFIELD	\$4,025.57
3402824320004	321 74TH ST W	RICHFIELD	\$245.53
3502824430036	7627 12TH AVE S	RICHFIELD	\$1,375.34
3402824410100	7532 5TH AVE S	RICHFIELD	\$1,110.19
3302824140038	7301 BRYANT AVE S	RICHFIELD	\$415.07
2802824340138	6940 IRVING AVE S	RICHFIELD	\$1,292.97
2802824330079	6945 OLIVER AVE S	RICHFIELD	\$555.62
2902824120060	6301 VINCENT AVE S	RICHFIELD	\$85.94
2602824130059	6432 15TH AVE S	RICHFIELD	\$991.04
2702824330008	6808 GRAND AVE S	RICHFIELD	\$123.93
3502824240098	7308 ELLIOT AVE S	RICHFIELD	\$571.75
2802824110055	900 MILDRED DR	RICHFIELD	\$34.85
3302824420042	7445 GIRARD AVE S	RICHFIELD	\$637.44
2602824140127	6412 16TH AVE S	RICHFIELD	\$381.50
2902824430033	6832 UPTON AVE S	RICHFIELD	\$133.80
3502824320127	7420 OAKLAND AVE S	RICHFIELD	\$1,353.98
2602824410025	6726 17TH AVE S	RICHFIELD	\$1,094.51
3302824410141	7541 BRYANT AVE S	RICHFIELD	\$135.60
2602824140099	6508 16TH AVE S	RICHFIELD	\$811.46
3202824410053	7415 QUEEN AVE S	RICHFIELD	\$116.41
3302824230089	7309 MORGAN AVE S	RICHFIELD	\$916.81
2702824120007	6238 3RD AVE S	RICHFIELD	\$552.65
2702824330032	6921 GRAND AVE S	RICHFIELD	\$84.14
3502824240062	7215 10TH AVE S	RICHFIELD	\$753.75
3502824230028	7320 COLUMBUS AVE S	RICHFIELD	\$100.70
2802824130061	6436 EMERSON AVE S	RICHFIELD	\$366.48
2902824430030	6820 UPTON AVE S	RICHFIELD	\$683.58
2902824420007	6616 THOMAS AVE S	RICHFIELD	\$727.94
3502824310072	7544 ELLIOT AVE S	RICHFIELD	\$243.77
3202824140034	7221 RUSSELL AVE S	RICHFIELD	\$32.47
3302824410051	7439 COLFAX AVE S	RICHFIELD	\$509.97
3402824130123	7240 2ND AVE S	RICHFIELD	\$958.05
3402824230011	7327 HARRIET AVE S	RICHFIELD	\$481.58
3302824210029	7011 JAMES AVE S	RICHFIELD	\$763.71
2902824410123	6724 QUEEN AVE S	RICHFIELD	\$40.72
2602824430100	6824 13TH AVE S	RICHFIELD	\$174.19
3502824320126	7414 OAKLAND AVE S	RICHFIELD	\$1,040.01
3402824410024	7544 PORTLAND AVE S	RICHFIELD	\$737.84
2602824440085	6926 18TH AVE S	RICHFIELD	\$442.26
3402824410135	7509 3RD AVE S	RICHFIELD	\$211.83
3302824210016	7000 IRVING AVE S	RICHFIELD	\$180.97
2702824140053	356 APPLE LA	RICHFIELD	\$813.84

3402824240108	7320 NICOLLET AVE S	RICHFIELD	\$606.95
3302824140098	800 73RD ST W	RICHFIELD	\$940.23
2902824440102	6937 THOMAS AVE S	RICHFIELD	\$139.63
2702824130048	6420 STEVENS AVE S	RICHFIELD	\$527.27
2602824320129	6734 OAKLAND AVE S	RICHFIELD	\$539.17
2902824120110	6304 WASHBURN AVE S	RICHFIELD	\$547.73
3402824310010	7437 BLAISDELL AVE S	RICHFIELD	\$459.58
2602824440092	6927 17TH AVE S	RICHFIELD	\$636.78
3402824140045	7336 5TH AVE S	RICHFIELD	\$1,005.30
2602824340069	6815 10TH AVE S	RICHFIELD	\$336.10
2602824430095	6935 12TH AVE S	RICHFIELD	\$2,082.36
2702824130013	6438 3RD AVE S	RICHFIELD	\$601.32
2802824310028	6638 IRVING AVE S	RICHFIELD	\$470.81
2702824340033	6900 BLAISDELL AVE S	RICHFIELD	\$97.35
2902824440170	6933 QUEEN AVE S	RICHFIELD	\$755.54
3402824340004	7614 NICOLLET AVE S	RICHFIELD	\$522.47
3302824220095	7109 NEWTON AVE S	RICHFIELD	\$707.06
3502824220053	7144 PARK AVE S	RICHFIELD	\$353.64
2902824140040	6429 RUSSELL AVE S	RICHFIELD	\$803.18
2602824210032	6315 11TH AVE S	RICHFIELD	\$94.73
3502824110048	7020 17TH AVE S	RICHFIELD	\$137.69
2802824230123	6528 LOGAN AVE S	RICHFIELD	\$93.68
2602824320120	6721 OAKLAND AVE S	RICHFIELD	\$99.43
2702824220063	6229 HARRIET AVE S	RICHFIELD	\$712.55
3202824410039	7527 THOMAS AVE S	RICHFIELD	\$563.31
3502824140002	7301 18TH AVE S	RICHFIELD	\$579.29
3202824110022	2419 70TH ST W	RICHFIELD	\$191.73
2702824340034	6908 BLAISDELL AVE S	RICHFIELD	\$1,272.17
3502824430042	7608 BLOOMINGTON AVE S	RICHFIELD	\$1,158.28
2602824420071	6636 15TH AVE S	RICHFIELD	\$331.93
2802824210034	6238 IRVING AVE S	RICHFIELD	\$222.15
2702824440004	6812 PORTLAND AVE S	RICHFIELD	\$67.26
3402824130082	7309 STEVENS AVE S	RICHFIELD	\$834.10
3502824320076	7400 CHICAGO AVE S	RICHFIELD	\$843.98
3302824220124	7123 PENN AVE S	RICHFIELD	\$388.45
3402824230153	7326 PLEASANT AVE S	RICHFIELD	\$392.55
2802824340111	6816 JAMES AVE S	RICHFIELD	\$393.74
3502824320057	7539 OAKLAND AVE S	RICHFIELD	\$952.20
2602824440076	6927 18TH AVE S	RICHFIELD	\$614.08
2602824140095	6407 BLOOMINGTON AVE S	RICHFIELD	\$1,167.93
2602824120114	6325 15TH AVE S	RICHFIELD	\$565.05
2602824140086	6445 BLOOMINGTON AVE S	RICHFIELD	\$713.06
2902824110022	6315 THOMAS AVE S	RICHFIELD	\$1,355.93
3502824140113	7345 18TH AVE S	RICHFIELD	\$1,082.75
3202824120111	2816 71ST ST W	RICHFIELD	\$264.65
2602824120033	1413 62ND ST E	RICHFIELD	\$1,005.86
3202824130082	2917 74TH ST W	RICHFIELD	\$562.77

3502824110027	7025 18TH AVE S	RICHFIELD	\$109.45
2602824330086	6833 PARK AVE S	RICHFIELD	\$602.30
2702824330040	6926 GRAND AVE S	RICHFIELD	\$102.58
2702824430098	6812 2ND AVE S	RICHFIELD	\$355.93
3402824230094	7232 GARFIELD AVE S	RICHFIELD	\$901.49
3302824420083	7508 FREMONT AVE S	RICHFIELD	\$1,347.33
3302824410052	7433 COLFAX AVE S	RICHFIELD	\$87.42
3502824240055	7238 11TH AVE S	RICHFIELD	\$1,155.35
2802824340135	6924 IRVING AVE S	RICHFIELD	\$1,060.41
2802824210061	6320 HUMBOLDT AVE S	RICHFIELD	\$95.71
2702824420003	6710 STEVENS AVE S	RICHFIELD	\$93.36
3502824120111	7010 15TH AVE S	RICHFIELD	\$1,074.78
3402824440021	7600 4TH AVE S	RICHFIELD	\$1,510.56
2802824410020	917 66TH ST W	RICHFIELD	\$301.57
2902824120072	6220 VINCENT AVE S	RICHFIELD	\$1,676.58
3402824110044	7144 4TH AVE S	RICHFIELD	\$1,275.44
3502824410105	7445 BLOOMINGTON AVE S	RICHFIELD	\$582.26
2802824110046	6321 BRYANT AVE S	RICHFIELD	\$783.03
3202824430095	7738 UPTON AVE S	RICHFIELD	\$357.72
3402824230120	7304 HARRIET AVE S	RICHFIELD	\$1,231.22
2702824410099	6706 4TH AVE S	RICHFIELD	\$480.21
2702824320103	6725 GRAND AVE S	RICHFIELD	\$121.22
2902824430007	6824 THOMAS AVE S	RICHFIELD	\$154.29
3402824430025	7620 2ND AVE S	RICHFIELD	\$872.53
2902824410150	6737 QUEEN AVE S	RICHFIELD	\$329.74
2702824430074	6915 NICOLLET AVE S	RICHFIELD	\$1,116.28
2602824340088	6829 ELLIOT AVE S	RICHFIELD	\$915.50
3502824230080	7244 COLUMBUS AVE S	RICHFIELD	\$126.83
2702824220076	412 64TH ST W	RICHFIELD	\$227.52
3502824230073	7200 COLUMBUS AVE S	RICHFIELD	\$473.32
2902824110043	6320 SHERIDAN AVE S	RICHFIELD	\$198.60
3402824130162	7201 NICOLLET AVE S	RICHFIELD	\$241.04
3502824140083	7325 17TH AVE S	RICHFIELD	\$1,079.37
2802824340079	6917 KNOX AVE S	RICHFIELD	\$1,338.93
2702824430045	6908 3RD AVE S	RICHFIELD	\$102.58
3502824220009	7144 CHICAGO AVE S	RICHFIELD	\$1,791.14
2902824130019	6440 WASHBURN AVE S	RICHFIELD	\$135.44
3402824410067	7411 CLINTON AVE S	RICHFIELD	\$17.23
2702824130116	6525 NICOLLET AVE S	RICHFIELD	\$1,411.08
34028243330087	301 77TH ST W	RICHFIELD	\$240.00
2602824240012	6415 11TH AVE S	RICHFIELD	\$787.76
3302824130030	1408 LAKE SHORE DR	RICHFIELD	\$31.12
2702824120078	6239 2ND AVE S	RICHFIELD	\$1,129.19
3502824330040	7620 OAKLAND AVE S	RICHFIELD	\$107.19
3202824140006	7200 PENN AVE S	RICHFIELD	\$474.07
2702824140016	6401 5TH AVE S	RICHFIELD	\$257.77
3402824110081	7031 5TH AVE S	RICHFIELD	\$274.26

2602824410032	6727 16TH AVE S	RICHFIELD	\$15.37
3402824130135	7205 STEVENS AVE S	RICHFIELD	\$180.97
3402824240114	7339 BLAISDELL AVE S	RICHFIELD	\$153.56
2802824130011	6449 GIRARD AVE S	RICHFIELD	\$224.29
2802824330072	6920 NEWTON AVE S	RICHFIELD	\$259.57
3202824120094	2801 71 1/2 ST W	RICHFIELD	\$110.88
2602824130046	6425 15TH AVE S	RICHFIELD	\$940.96
3402824120037	7045 2ND AVE S	RICHFIELD	\$93.36
2602824410039	6714 16TH AVE S	RICHFIELD	\$57.65
2802824220053	6229 MORGAN AVE S	RICHFIELD	\$181.27
2802824230048	6420 MORGAN AVE S	RICHFIELD	\$119.07
3502824420042	7501 12TH AVE S	RICHFIELD	\$765.68
3402824410105	7533 4TH AVE S	RICHFIELD	\$719.70
2902824110034	6228 SHERIDAN AVE S	RICHFIELD	\$494.36
2902824120005	6226 THOMAS AVE S	RICHFIELD	\$128.05
3502824110029	7034 18TH AVE S	RICHFIELD	\$1,163.58
3402824120095	7108 1ST AVE S	RICHFIELD	\$116.12
2602824420055	6609 13TH AVE S	RICHFIELD	\$1,048.72
2602824140081	6428 16TH AVE S	RICHFIELD	\$127.67
2602824340017	6839 11TH AVE S	RICHFIELD	\$127.06
3302824140072	7321 DUPONT AVE S	RICHFIELD	\$928.66
2802824330085	6900 MORGAN AVE S	RICHFIELD	\$221.03
3502824230054	7308 OAKLAND AVE S	RICHFIELD	\$234.61
3402824140069	7336 4TH AVE S	RICHFIELD	\$745.14
2802824220100	6301 NEWTON AVE S	RICHFIELD	\$249.56
3502824220036	7024 PARK AVE S	RICHFIELD	\$1,299.10
3502824130010	7244 BLOOMINGTON AVE S	RICHFIELD	\$227.36
3402824120032	7020 3RD AVE S	RICHFIELD	\$225.85
2802824240007	6428 HUMBOLDT AVE S	RICHFIELD	\$277.51
3402824430057	7620 1ST AVE S	RICHFIELD	\$8.25
3402824120070	7104 STEVENS AVE S	RICHFIELD	\$656.85
2902824440131	6917 SHERIDAN AVE S	RICHFIELD	\$508.08
3502824130041	7238 15TH AVE S	RICHFIELD	\$2,074.15
3402824430034	7621 STEVENS AVE S	RICHFIELD	\$728.78
3402824120154	7109 STEVENS AVE S	RICHFIELD	\$36.91
2602824120002	6220 13TH AVE S	RICHFIELD	\$187.79
2802824240002	6404 HUMBOLDT AVE S	RICHFIELD	\$75.55
2802824110037	6300 LYNDAL AVE S	RICHFIELD	\$1,605.86
2802824310084	6630 HUMBOLDT AVE S	RICHFIELD	\$186.61
2602824320116	6732 PARK AVE S	RICHFIELD	\$35.51
2602824120139	6320 14TH AVE S	RICHFIELD	\$765.04
2602824310083	6739 ELLIOT AVE S	RICHFIELD	\$1,094.82
2602824110075	6244 CEDAR AVE S	RICHFIELD	\$1,505.57
3502824140070	7228 18TH AVE S	RICHFIELD	\$1,153.43
2802824230069	6428 NEWTON AVE S	RICHFIELD	\$27.06
2602824440043	6833 16TH AVE S	RICHFIELD	\$158.34
3302824230100	7325 PENN AVE S	RICHFIELD	\$364.35

3502824120055	7138 14TH AVE S	RICHFIELD	\$1,314.53
3402824230055	7237 HARRIET AVE S	RICHFIELD	\$741.42
2802824230062	6405 NEWTON AVE S	RICHFIELD	\$152.96
3302824130010	1220 73RD ST W	RICHFIELD	\$1,385.99
3502824220080	7117 PORTLAND AVE S	RICHFIELD	\$1,643.64
3502824230008	7339 PORTLAND AVE S	RICHFIELD	\$99.84
2802824110086	6305 DUPONT AVE S	RICHFIELD	\$634.86
2602824340073	6804 11TH AVE S	RICHFIELD	\$696.09
3202824120007	7009 UPTON AVE S	RICHFIELD	\$127.17
3502824340049	7633 ELLIOT AVE S	RICHFIELD	\$553.90
3302824210050	7106 JAMES AVE S	RICHFIELD	\$1,425.32
3302824240031	7226 KNOX AVE S	RICHFIELD	\$530.97
2902824430013	6845 UPTON AVE S	RICHFIELD	\$718.88
2702824340102	6926 PILLSBURY AVE S	RICHFIELD	\$1,241.13
3502824230038	7315 PARK AVE S	RICHFIELD	\$702.75
3302824240014	7200 KNOX AVE S	RICHFIELD	\$322.51
3202824140017	7227 QUEEN AVE S	RICHFIELD	\$437.64
2702824220078	500 64TH ST W	RICHFIELD	\$804.22
3402824230049	7232 GRAND AVE S	RICHFIELD	\$127.17
3402824120041	7021 2ND AVE S	RICHFIELD	\$31.66
2802824130005	6409 GIRARD AVE S	RICHFIELD	\$411.80
3402824130133	7213 STEVENS AVE S	RICHFIELD	\$1,636.95
3402824240106	7308 NICOLLET AVE S	RICHFIELD	\$1,163.90
2702824330027	6944 PLEASANT AVE S	RICHFIELD	\$478.22
3402824110039	7114 4TH AVE S	RICHFIELD	\$487.65
3402824120106	7137 NICOLLET AVE S	RICHFIELD	\$88.73
2602824330010	6926 PARK AVE S	RICHFIELD	\$754.83
2802824410022	925 66TH ST W	RICHFIELD	\$555.79
3402824120069	7100 STEVENS AVE S	RICHFIELD	\$1,070.74
2702824430072	6927 NICOLLET AVE S	RICHFIELD	\$514.49
2602824140175	6405 16TH AVE S	RICHFIELD	\$93.45
2902824430050	6804 VINCENT AVE S	RICHFIELD	\$335.00
3502824110064	7028 16TH AVE S	RICHFIELD	\$401.89
2702824140062	320 APPLE LA	RICHFIELD	\$376.39
3202824120113	2808 71ST ST W	RICHFIELD	\$451.36
2702824220068	6226 GARFIELD AVE S	RICHFIELD	\$1,256.04
3402824240025	7245 WENTWORTH AVE S	RICHFIELD	\$116.41
3402824410095	7500 5TH AVE S	RICHFIELD	\$486.85
3502824310026	7539 11TH AVE S	RICHFIELD	\$189.57
3202824110040	2604 70 1/2 ST W	RICHFIELD	\$431.42
3302824410111	7524 BRYANT AVE S	RICHFIELD	\$1.30
3502824240124	7227 CHICAGO AVE S	RICHFIELD	\$136.18
2802824220051	6221 MORGAN AVE S	RICHFIELD	\$169.81
2602824340086	6828 10TH AVE S	RICHFIELD	\$12.61
3502824130092	7309 13TH AVE S	RICHFIELD	\$154.71
3402824340029	7615 WENTWORTH AVE S	RICHFIELD	\$742.18
3502824420049	7438 13TH AVE S	RICHFIELD	\$314.76

3202824140082	7326 QUEEN AVE S	RICHFIELD	\$297.31
3502824110049	7026 17TH AVE S	RICHFIELD	\$1,266.07
3402824310101	7530 BLAISDELL AVE S	RICHFIELD	\$526.42
2702824120038	6314 STEVENS AVE S	RICHFIELD	\$113.73
2902824110097	6301 SHERIDAN AVE S	RICHFIELD	\$1,199.45
2702824440104	6926 4TH AVE S	RICHFIELD	\$312.98
3502824440023	7615 BLOOMINGTON AVE S	RICHFIELD	\$681.44
3402824410137	7412 4TH AVE S	RICHFIELD	\$1,330.57
2902824430054	6820 VINCENT AVE S	RICHFIELD	\$54.15
3302824220012	7044 LOGAN AVE S	RICHFIELD	\$0.10
2702824210030	6235 PILLSBURY AVE S	RICHFIELD	\$544.56
3502824120073	7101 14TH AVE S	RICHFIELD	\$438.79
2802824420079	6626 EMERSON AVE S	RICHFIELD	\$1,498.95
3302824410034	7429 BRYANT AVE S	RICHFIELD	\$1,171.48
3402824230137	7309 HARRIET AVE S	RICHFIELD	\$434.88
3502824410031	7411 17TH AVE S	RICHFIELD	\$1,189.19
2802824420007	6720 GIRARD AVE S	RICHFIELD	\$294.65
2602824330110	6829 PORTLAND AVE S	RICHFIELD	\$62.18
2802824330116	6933 MORGAN AVE S	RICHFIELD	\$345.51
2702824430012	6955 1ST AVE S	RICHFIELD	\$512.45
3502824140101	7324 18TH AVE S	RICHFIELD	\$204.19
2602824430077	6920 13TH AVE S	RICHFIELD	\$718.12
3302824420031	7405 FREMONT AVE S	RICHFIELD	\$485.91
2602824440065	6900 CEDAR AVE S	RICHFIELD	\$640.35
2902824410103	6738 RUSSELL AVE S	RICHFIELD	\$132.35
3302824320003	7504 LOGAN AVE S	RICHFIELD	\$45.31
3302824230016	7208 LOGAN AVE S	RICHFIELD	\$70.93
3502824130090	7321 13TH AVE S	RICHFIELD	\$92.39
3502824210032	7127 ELLIOT AVE S	RICHFIELD	\$133.41
2702824110016	6339 5TH AVE S	RICHFIELD	\$230.87
3402824130086	7320 STEVENS AVE S	RICHFIELD	\$596.47
3502824140019	7204 17TH AVE S	RICHFIELD	\$1,120.81
3502824230039	7309 PARK AVE S	RICHFIELD	\$146.90
3402824110078	7045 5TH AVE S	RICHFIELD	\$382.20
3502824320074	7521 PORTLAND AVE S	RICHFIELD	\$191.73
3302824410161	7537 ALDRICH AVE S	RICHFIELD	\$147.08
2902824410021	6637 RUSSELL AVE S	RICHFIELD	\$108.37
2602824140107	1536 66TH ST E	RICHFIELD	\$469.03
2702824420044	6726 1ST AVE S	RICHFIELD	\$874.59
3402824340043	7627 PILLSBURY AVE S	RICHFIELD	\$676.23
3302824230068	7308 NEWTON AVE S	RICHFIELD	\$545.39
2802824220054	6235 MORGAN AVE S	RICHFIELD	\$1,421.63
2702824330065	6832 PLEASANT AVE S	RICHFIELD	\$828.51
3502824130001	7245 12TH AVE S	RICHFIELD	\$1,061.42
2902824440082	6825 THOMAS AVE S	RICHFIELD	\$181.27
3402824110045	7145 CLINTON AVE S	RICHFIELD	\$531.35
3502824310091	7433 10TH AVE S	RICHFIELD	\$148.69

2802824120022	6331 GIRARD AVE S	RICHFIELD	\$732.42
2602824440087	6938 18TH AVE S	RICHFIELD	\$561.06
2802824240133	6514 HUMBOLDT AVE S	RICHFIELD	\$123.98
2702824410028	6620 5TH AVE S	RICHFIELD	\$380.08
2902824410048	6613 SHERIDAN AVE S	RICHFIELD	\$152.15
3402824420102	7532 2ND AVE S	RICHFIELD	\$67.66
2802824320039	6620 NEWTON AVE S	RICHFIELD	\$517.02
2702824430029	6808 3RD AVE S	RICHFIELD	\$215.87
2702824230086	6440 LYNDAL AVE S	RICHFIELD	\$242.53
2702824230052	409 64 1/2 ST W	RICHFIELD	\$716.25
2802824240089	1820 66TH ST W	RICHFIELD	\$543.21
2702824140002	6412 PORTLAND AVE S	RICHFIELD	\$1,586.57
2702824120013	6320 3RD AVE S	RICHFIELD	\$1,419.57
3202824430113	2800 78TH ST W	RICHFIELD	\$1,037.49
3502824330067	7601 COLUMBUS AVE S	RICHFIELD	\$148.69
3502824140063	7245 18TH AVE S	RICHFIELD	\$1,029.25
2902824130081	2906 66TH ST W	RICHFIELD	\$265.07
2902824110010	6211 THOMAS AVE S	RICHFIELD	\$185.90
26-028-24-11-0097	6341 16TH AVE S	RICHFIELD	\$68.15
2702824330048	6921 HARRIET AVE S	RICHFIELD	\$91.08
3402824420083	7514 STEVENS AVE S	RICHFIELD	\$756.79
3502824420086	7527 15TH AVE S	RICHFIELD	\$99.06
3202824430051	7633 XERXES AVE S	RICHFIELD	\$46.37
3502824140025	7234 17TH AVE S	RICHFIELD	\$1,203.28
3502824110030	7038 18TH AVE S	RICHFIELD	\$678.01
3402824410098	7520 5TH AVE S	RICHFIELD	\$816.36
3502824330061	7633 COLUMBUS AVE S	RICHFIELD	\$655.81
3402824110073	7016 PORTLAND AVE S	RICHFIELD	\$1,088.63
3502824210033	7126 ELLIOT AVE S	RICHFIELD	\$130.58
2902824120071	6214 VINCENT AVE S	RICHFIELD	\$1,010.97
3202824140114	7326 SHERIDAN AVE S	RICHFIELD	\$26.48
2702824440123	6944 CLINTON AVE S	RICHFIELD	\$179.43
2502824330060	6813 CEDAR AVE S	RICHFIELD	\$583.45
3402824110074	7020 PORTLAND AVE S	RICHFIELD	\$340.04
2902824440058	6825 SHERIDAN AVE S	RICHFIELD	\$203.59
2702824140063	6401 CLINTON AVE S	RICHFIELD	\$902.86
3502824330032	7621 OAKLAND AVE S	RICHFIELD	\$766.95
3502824110026	7029 18TH AVE S	RICHFIELD	\$150.91
2802824320063	6627 PENN AVE S	RICHFIELD	\$48.12
3302824220056	7020 OLIVER AVE S	RICHFIELD	\$998.17
3302824210105	7001 LOGAN AVE S	RICHFIELD	\$203.82
2602824430016	6801 12TH AVE S	RICHFIELD	\$1,340.74
2602824420007	6644 BLOOMINGTON AVE S	RICHFIELD	\$1,817.31
3402824230142	7308 PLEASANT AVE S	RICHFIELD	\$153.30
3502824140058	7209 18TH AVE S	RICHFIELD	\$2,025.51
2802824430004	6839 HUMBOLDT AVE S	RICHFIELD	\$1,100.85
3202824120029	3014 71 1/2 ST W	RICHFIELD	\$430.92

2702824440103	6920 4TH AVE S	RICHFIELD	\$137.93
2602824240026	6535 11TH AVE S	RICHFIELD	\$204.19
3302824220091	7133 NEWTON AVE S	RICHFIELD	\$55.47
3402824110053	7021 3RD AVE S	RICHFIELD	\$197.69
3502824220084	7000 CHICAGO AVE S	RICHFIELD	\$66.38
2802824340109	6809 JAMES AVE S	RICHFIELD	\$186.48
2602824240001	6348 11TH AVE S	RICHFIELD	\$25.15
3402824220057	7125 AUGSBURG AVE S	RICHFIELD	\$237.53
2702824430113	6803 NICOLLET AVE S	RICHFIELD	\$1,323.22
2802824320096	2007 FOREST DR	RICHFIELD	\$2,041.00
2702824410024	6604 5TH AVE S	RICHFIELD	\$21.32
2602824440056	6844 16TH AVE S	RICHFIELD	\$547.55
3402824130108	7217 1ST AVE S	RICHFIELD	\$562.61
2702824210063	6312 NICOLLET AVE S	RICHFIELD	\$201.60
3202824140094	7300 RUSSELL AVE S	RICHFIELD	\$1,383.38
3502824140079	7305 17TH AVE S	RICHFIELD	\$33.07
2902824430061	6845 WASHBURN AVE S	RICHFIELD	\$510.26
3302824410105	7501 DUPONT AVE S	RICHFIELD	\$304.03
3502824140045	7235 16TH AVE S	RICHFIELD	\$783.93
2802824420010	1324 68TH ST W	RICHFIELD	\$214.17
2902824410049	2601 66TH ST W	RICHFIELD	\$750.25
3202824430061	2909 76TH ST W	RICHFIELD	\$351.48
2702824220074	318 64TH ST W	RICHFIELD	\$759.87
2702824320138	407 66TH ST W	RICHFIELD	\$2,223.92
2602824120132	6221 13TH AVE S	RICHFIELD	\$359.13
2602824210005	6232 11TH AVE S	RICHFIELD	\$1,539.93
2702824210026	6235 BLAISDELL AVE S	RICHFIELD	\$538.96
2602824120075	6300 15TH AVE S	RICHFIELD	\$148.90
2702824210069	6305 BLAISDELL AVE S	RICHFIELD	\$93.42
2802824240003	6410 HUMBOLDT AVE S	RICHFIELD	\$351.63
2602824140090	6429 BLOOMINGTON AVE S	RICHFIELD	\$417.49
2602824140088	6437 BLOOMINGTON AVE S	RICHFIELD	\$2,181.80
2902824410047	6617 SHERIDAN AVE S	RICHFIELD	\$359.19
2602824420061	6635 13TH AVE S	RICHFIELD	\$6.86
2702824410057	6641 CLINTON AVE S	RICHFIELD	\$423.12
2702824420087	6645 2ND AVE S	RICHFIELD	\$396.76
2902824410155	6717 QUEEN AVE S	RICHFIELD	\$214.17
2902824420096	6721 XERXES AVE S	RICHFIELD	\$543.70
2702824320080	6745 HARRIET AVE S	RICHFIELD	\$66.85
2702824340016	6800 PILLSBURY AVE S	RICHFIELD	\$39.70
2702824340050	6810 NICOLLET AVE S	RICHFIELD	\$110.65
2602824440007	6838 CEDAR AVE S	RICHFIELD	\$237.22
2902824430062	6841 WASHBURN AVE S	RICHFIELD	\$128.89
2602824330137	6856 PARK AVE S	RICHFIELD	\$579.74
2602824330035	6900 CHICAGO AVE S	RICHFIELD	\$742.08
2902824440090	6904 SHERIDAN AVE S	RICHFIELD	\$243.14
2802824330071	6914 NEWTON AVE S	RICHFIELD	\$41.21

2702824430064	6915 1ST AVE S	RICHFIELD	\$712.91
29028244440151	6929 RUSSELL AVE S	RICHFIELD	\$579.32
26028244440091	6933 17TH AVE S	RICHFIELD	\$123.98
2602824340035	6945 11TH AVE S	RICHFIELD	\$300.00
3202824110007	7004 PENN AVE S	RICHFIELD	\$29.79
3402824220023	7012 GARFIELD AVE S	RICHFIELD	\$695.65
3402824120048	7020 2ND AVE S	RICHFIELD	\$90.69
3502824120104	7025 15TH AVE S	RICHFIELD	\$187.83
3502824120012	7027 12TH AVE S	RICHFIELD	\$5,060.14
3302824210111	7037 LOGAN AVE S	RICHFIELD	\$6.07
33028244440234	704 78TH ST W	RICHFIELD	\$119.60
3202824120043	7045 XERXES AVE S	RICHFIELD	\$518.76
3202824120043	7047 XERXES AVE S	RICHFIELD	\$671.84
3502824210066	7120 ELLIOT AVE S	RICHFIELD	\$91.14
3402824120124	7133 2ND AVE S	RICHFIELD	\$994.39
3302824210072	7144 LAKE SHORE DR	RICHFIELD	\$593.70
3402824240047	7209 PILLSBURY AVE S	RICHFIELD	\$211.83
3402824130107	7221 1ST AVE S	RICHFIELD	\$668.75
3502824240060	7227 10TH AVE S	RICHFIELD	\$443.79
3502824230100	7227 OAKLAND AVE S	RICHFIELD	\$192.73
3402824130124	7244 2ND AVE S	RICHFIELD	\$107.19
3402824140130	7244 CLINTON AVE S	RICHFIELD	\$111.80
3402824230074	7245 GARFIELD AVE S	RICHFIELD	\$107.19
3202824130011	7245 UPTON AVE S	RICHFIELD	\$111.80
3502824140092	7320 17TH AVE S	RICHFIELD	\$944.92
3402824130039	7333 1ST AVE S	RICHFIELD	\$116.41
3502824130020	7338 BLOOMINGTON AVE S	RICHFIELD	\$362.05
3302824130068	7340 EMERSON AVE S	RICHFIELD	\$1,041.41
3302824140067	7341 DUPONT AVE S	RICHFIELD	\$7.09
3502824130102	7344 13TH AVE S	RICHFIELD	\$703.06
3402824130036	7344 STEVENS AVE S	RICHFIELD	\$88.75
3502824130086	7345 13TH AVE S	RICHFIELD	\$794.00
3402824230001	7345 GRAND AVE S	RICHFIELD	\$600.81
3502824420060	7408 BLOOMINGTON AVE S	RICHFIELD	\$198.87
3302824410038	7409 BRYANT AVE S	RICHFIELD	\$537.25
3502824410038	7420 17TH AVE S	RICHFIELD	\$6.40
3402824420060	7425 NICOLLET AVE S	RICHFIELD	\$385.43
3502824410110	7427 18TH AVE S	RICHFIELD	\$683.38
3502824320103	7427 PARK AVE S	RICHFIELD	\$478.80
3502824410111	7431 18TH AVE S	RICHFIELD	\$158.86
3502824420053	7433 12TH AVE S	RICHFIELD	\$422.74
3302824410052	7433 COLFAX AVE S	RICHFIELD	\$355.89
3502824410117	7438 18TH AVE S	RICHFIELD	\$463.87
3502824310033	7500 11TH AVE S	RICHFIELD	\$146.23
3502824320062	7509 OAKLAND AVE S	RICHFIELD	\$1,114.90
3402824410125	7514 CLINTON AVE S	RICHFIELD	\$406.41
3502824420088	7515 15TH AVE S	RICHFIELD	\$375.06

3402824420084	7520 STEVENS AVE S	RICHFIELD	\$824.86
3202824410035	7526 SHERIDAN AVE S	RICHFIELD	\$477.52
3402824410116	7544 4TH AVE S	RICHFIELD	\$653.62
3202824420024	7544 THOMAS AVE S	RICHFIELD	\$258.86
3402824330033	7600 GRAND AVE S	RICHFIELD	\$628.96
3402824330052	7620 HARRIET AVE S	RICHFIELD	\$226.72
3502824440027	7633 BLOOMINGTON AVE S	RICHFIELD	\$335.93
3402824340042	7633 PILLSBURY AVE S	RICHFIELD	\$130.24
3502824440027	7635 BLOOMINGTON AVE S	RICHFIELD	\$333.47
3502824430063	7638 15TH AVE S	RICHFIELD	\$236.31
3502824210008	801 71ST ST E	RICHFIELD	\$915.50
3502824210008	805 71ST ST E	RICHFIELD	\$743.25
3402824120109	7101 NICOLLET AVE S	RICHFIELD	\$31.88
3402824230040	7209 GRAND AVE S	RICHFIELD	\$153.98
3402824330050	7608 HARRIET AVE S	RICHFIELD	\$840.83
3402824140101	7305 3RD AVE S	RICHFIELD	\$556.51
3202824130069	3014 74TH ST W	RICHFIELD	\$50.00
2802824340099	6832 HUMBOLDT AVE S	RICHFIELD	\$377.75
2702824410127	6713 3RD AVE S	RICHFIELD	\$207.23
3502824430043	7614 BLOOMINGTON AVE S	RICHFIELD	\$305.59
3402824110054	7027 3RD AVE S	RICHFIELD	\$0.03
2802824230035	6439 MORGAN AVE S	RICHFIELD	\$569.84
2602824140168	6423 16TH AVE S	RICHFIELD	\$179.86
3402824330156	501 77TH ST W	RICHFIELD	\$750.00
2902824410140	6700 PENN AVE S	RICHFIELD	\$2,636.44
3502824240080	7201 ELLIOT AVE S	RICHFIELD	\$913.23
3502824420057	7409 12TH AVE S	RICHFIELD	\$627.85
3402824130019	7338 3RD AVE S	RICHFIELD	\$102.58
2602824330071	6815 COLUMBUS AVE S	RICHFIELD	\$938.45
2902824430065	6829 WASHBURN AVE S	RICHFIELD	\$334.29
3302824210104	7144 KNOX AVE S	RICHFIELD	\$486.40
2602824120123	6220 14TH AVE S	RICHFIELD	\$654.21
3302824320044	7500 MORGAN AVE S	RICHFIELD	\$485.21
2602824330121	6808 CHICAGO AVE S	RICHFIELD	\$43.05
3202824130048	7333 UPTON AVE S	RICHFIELD	\$148.68
3302824410115	7540 BRYANT AVE S	RICHFIELD	\$510.52
2602824330029	6933 COLUMBUS AVE S	RICHFIELD	\$673.64
3202824120124	2800 71 1/2 ST W	RICHFIELD	\$309.57
2902824440065	6800 SHERIDAN AVE S	RICHFIELD	\$815.88
2702824430010	128 70TH ST E	RICHFIELD	\$330.88
2602824210001	6210 11TH AVE S	RICHFIELD	\$974.40
2802824130076	6536 EMERSON AVE S	RICHFIELD	\$474.71
3502824110046	7008 17TH AVE S	RICHFIELD	\$612.51
3402824340006	7626 NICOLLET AVE S	RICHFIELD	\$103.75
2602824130090	6517 14TH AVE S	RICHFIELD	\$175.59
3502824130006	7224 BLOOMINGTON AVE S	RICHFIELD	\$1,577.54
3302824140068	7337 DUPONT AVE S	RICHFIELD	\$314.65

3302824230057	7233 OLIVER AVE S	RICHFIELD	\$132.63
3202824110011	2312 70 1/2 ST W	RICHFIELD	\$564.93
3502824320113	7432 PARK AVE S	RICHFIELD	\$53.42
3402824230064	7200 HARRIET AVE S	RICHFIELD	\$796.93
3502824430046	7632 BLOOMINGTON AVE S	RICHFIELD	\$719.27
3502824340023	7600 11TH AVE S	RICHFIELD	\$2,503.57
3402824120023	7021 NICOLLET AVE S	RICHFIELD	\$440.98
3402824340068	7614 PILLSBURY AVE S	RICHFIELD	\$334.38
3402824110079	7039 5TH AVE S	RICHFIELD	\$1,094.28
2902824410114	6709 SHERIDAN AVE S	RICHFIELD	\$634.67
2702824410103	6730 4TH AVE S	RICHFIELD	\$26.79
2602824110123	6300 RICHFIELD PARKWAY	RICHFIELD	\$1,318.68
3402824240089	7300 BLAISDELL AVE S	RICHFIELD	\$499.59
3502824110007	7009 17TH AVE S	RICHFIELD	\$158.35
3302824220104	7144 NEWTON AVE S	RICHFIELD	\$307.04
3502824310119	7438 ELLIOT AVE S	RICHFIELD	\$239.95
3502824240108	7327 CHICAGO AVE S	RICHFIELD	\$52.34
2802824240103	1706 66TH ST W	RICHFIELD	\$1,605.22
2602824420024	6727 15TH AVE S	RICHFIELD	\$175.03
3402824140056	7313 4TH AVE S	RICHFIELD	\$6.45
2702824420015	6718 1ST AVE S	RICHFIELD	\$262.61
3502824140029	7205 BLOOMINGTON AVE S	RICHFIELD	\$429.98
3402824310065	7506 PILLSBURY AVE S	RICHFIELD	\$572.19
2602824420033	6632 13TH AVE S	RICHFIELD	\$192.14
2702824240047	6401 BLAISDELL AVE S	RICHFIELD	\$98.17
2902824130081	2906 66TH ST W	RICHFIELD	\$9.71
3402824310049	7400 PILLSBURY AVE S	RICHFIELD	\$466.38
2702824420026	6733 2ND AVE S	RICHFIELD	\$620.06
2702824420109	6635 NICOLLET AVE S	RICHFIELD	\$38.23
3502824210064	7115 ELLIOT AVE S	RICHFIELD	\$408.59
3202824430094	7732 UPTON AVE S	RICHFIELD	\$505.91
3502824120034	7008 14TH AVE S	RICHFIELD	\$1,101.35
2602824430060	6908 14TH AVE S	RICHFIELD	\$186.81
2602824320125	626 68TH ST E	RICHFIELD	\$26.70
2902824420072	6633 XERXES AVE S	RICHFIELD	\$375.92
2802824340084	6946 IRVING AVE S	RICHFIELD	\$681.75
2802824210087	6301 JAMES AVE S	RICHFIELD	\$265.15
3202824140003	7348 PENN AVE S	RICHFIELD	\$847.52
2702824340057	6845 BLAISDELL AVE S	RICHFIELD	\$209.90
3502824410032	7415 17TH AVE S	RICHFIELD	\$253.93
2602824310027	6627 10TH AVE S	RICHFIELD	\$1,167.04
2602824120069	6237 14TH AVE S	RICHFIELD	\$30.52
3402824420016	7401 2ND AVE S	RICHFIELD	\$21.17
2902824430063	6837 WASHBURN AVE S	RICHFIELD	\$577.67
2902824430043	6821 VINCENT AVE S	RICHFIELD	\$732.16
3402824230052	7244 GRAND AVE S	RICHFIELD	\$5.21
2702824210080	6343 WENTWORTH AVE S	RICHFIELD	\$546.93

3202824130025	7238 UPTON AVE S	RICHFIELD	\$849.24
2702824320072	6716 GRAND AVE S	RICHFIELD	\$170.21
2902824410001	6600 PENN AVE S	RICHFIELD	\$2,346.75
3502824110037	7120 18TH AVE S	RICHFIELD	\$1,721.86
3402824240097	7345 WENTWORTH AVE S	RICHFIELD	\$307.04
2702824210001	6299 PLEASANT AVE S	RICHFIELD	\$79.24
2902824430096	6801 XERXES AVE S	RICHFIELD	\$744.97
3302824230008	7300 OLIVER AVE S	RICHFIELD	\$647.58
2802824340026	6804 JAMES AVE S	RICHFIELD	\$702.27
3302824140106	918 73RD ST W	RICHFIELD	\$600.00
3502824130060	7225 14TH AVE S	RICHFIELD	\$645.03
2602824120083	6332 15TH AVE S	RICHFIELD	\$1,038.82
2702824110088	6232 CLINTON AVE S	RICHFIELD	\$482.06
3502824130093	7301 13TH AVE S	RICHFIELD	\$20.36
3402824410018	7508 PORTLAND AVE S	RICHFIELD	\$475.52
3402824410128	7532 CLINTON AVE S	RICHFIELD	\$590.28
2802824220085	6316 MORGAN AVE S	RICHFIELD	\$795.53
2902824420088	6740 WASHBURN AVE S	RICHFIELD	\$946.44
3202824130035	7214 VINCENT AVE S	RICHFIELD	\$1,053.12
2602824340090	6845 ELLIOT AVE S	RICHFIELD	\$68.68
3402824110083	7021 5TH AVE S	RICHFIELD	\$193.12
3402824320011	509 74TH ST W	RICHFIELD	\$28.66
3302824220114	7108 OLIVER AVE S	RICHFIELD	\$326.46
2802824120046	6321 HUMBOLDT AVE S	RICHFIELD	\$556.49
2602824120035	1421 62ND ST E	RICHFIELD	\$549.03
3402824110094	7032 5TH AVE S	RICHFIELD	\$679.91
2702824120041	6244 STEVENS AVE S	RICHFIELD	\$182.47
3402824120148	7133 STEVENS AVE S	RICHFIELD	\$107.19
3502824330031	7625 OAKLAND AVE S	RICHFIELD	\$815.20
2602824120081	6324 15TH AVE S	RICHFIELD	\$446.65
2602824240010	6401 11TH AVE S	RICHFIELD	\$1,973.48
2902824420062	6620 WASHBURN AVE S	RICHFIELD	\$548.04
3402824310088	7545 PILLSBURY AVE S	RICHFIELD	\$1,031.24
3502824330024	7628 PARK AVE S	RICHFIELD	\$544.10
2802824130010	6441 GIRARD AVE S	RICHFIELD	\$131.76
3202824430012	7620 THOMAS AVE S	RICHFIELD	\$508.43
2602824420061	6635 13TH AVE S	RICHFIELD	\$339.33
3302824130092	7325 EMERSON AVE S	RICHFIELD	\$17.88
2802824110009	6314 ALDRICH AVE S	RICHFIELD	\$896.90
2702824210058	6309 WENTWORTH AVE S	RICHFIELD	\$362.85
3302824230093	7334 OLIVER AVE S	RICHFIELD	\$394.46
2702824340073	6815 PILLSBURY AVE S	RICHFIELD	\$116.41
2602824130145	6515 13TH AVE S	RICHFIELD	\$479.12
2702824240035	6421 WENTWORTH AVE S	RICHFIELD	\$137.04
3302824420118	7500 DUPONT AVE S	RICHFIELD	\$886.67
3402824120146	7141 STEVENS AVE S	RICHFIELD	\$97.04
3502824120039	7038 14TH AVE S	RICHFIELD	\$253.10

3302824210032	7000 JAMES AVE S	RICHFIELD	\$1,003.95
3402824110037	7100 4TH AVE S	RICHFIELD	\$1,091.81
2902824110010	6211 THOMAS AVE S	RICHFIELD	\$152.86
2702824420056	6609 2ND AVE S	RICHFIELD	\$213.55
2602824430069	6928 14TH AVE S	RICHFIELD	\$72.43
2802824140011	825 65TH ST W	RICHFIELD	\$899.46
2802824110093	6336 LYNDAL AVE S	RICHFIELD	\$6,932.07
2602824330107	6817 PORTLAND AVE S	RICHFIELD	\$55.01
3402824230066	7212 HARRIET AVE S	RICHFIELD	\$19.69
3502824110089	1538 FERN DR	RICHFIELD	\$620.46
3402824130026	7332 2ND AVE S	RICHFIELD	\$214.17
3502824120010	7039 12TH AVE S	RICHFIELD	\$653.23
3502824110114	7125 16TH AVE S	RICHFIELD	\$703.52
3502824330051	7604 CHICAGO AVE S	RICHFIELD	\$550.18
3502824110117	7134 16TH AVE S	RICHFIELD	\$1,513.91
2902824120124	6227 XERXES AVE S	RICHFIELD	\$361.28
2602824130111	6521 15TH AVE S	RICHFIELD	\$763.73
2802824220018	6235 NEWTON AVE S	RICHFIELD	\$11.91
2702824230090	6500 LYNDAL AVE S	RICHFIELD	\$150.00
3302824240008	7209 KNOX AVE S	RICHFIELD	\$70.29
2802824330047	6813 PENN AVE S	RICHFIELD	\$611.69
2902824130068	6408 VINCENT AVE S	RICHFIELD	\$340.70
3302824140028	7345 BRYANT AVE S	RICHFIELD	\$843.68
2802824240044	6414 JAMES AVE S	RICHFIELD	\$192.73
2702824240038	6401 WENTWORTH AVE S	RICHFIELD	\$1,185.00
3502824120002	7008 13TH AVE S	RICHFIELD	\$408.93
2602824340048	6910 11TH AVE S	RICHFIELD	\$617.87
3402824130138	7204 3RD AVE S	RICHFIELD	\$93.74
2802824340157	6929 IRVING AVE S	RICHFIELD	\$687.00
3402824230152	7332 PLEASANT AVE S	RICHFIELD	\$508.71
3402824420044	7427 1ST AVE S	RICHFIELD	\$159.45
3402824110026	7032 4TH AVE S	RICHFIELD	\$453.39
2702824430097	6816 2ND AVE S	RICHFIELD	\$1,046.83
2702824320137	6601 LYNDAL AVE S	RICHFIELD	\$9,278.54
2802824130081	1118 66TH ST W	RICHFIELD	\$4,669.78
2802824130113	1120 WOODLAKE LN	RICHFIELD	\$4,904.91
2802824130099	1125 WOODLAKE LN	RICHFIELD	\$2,325.49
2802824130109	1135 WOODLAKE LN	RICHFIELD	\$2,628.81
2802824140050	1005 RAE DR	RICHFIELD	\$11,813.03
2802824140056	1015 RAE DR	RICHFIELD	\$2,880.09
2802824140065	1020 RAE DR	RICHFIELD	\$2,522.45
2802824140043	1100 66TH ST W	RICHFIELD	\$5,506.35
2802824130093	1105 WOODLAKE LN	RICHFIELD	\$1,994.71
2802824140032	1106 66TH ST W	RICHFIELD	\$2,052.51
2802824140023	1112 66TH ST W	RICHFIELD	\$1,923.27
3402824320015	7421 LYNDAL AVE S	RICHFIELD	\$449.49
3402824220044	7104 GARFIELD AVE S	RICHFIELD	\$116.41

2802824110083	6315 BRYANT AVE S	RICHFIELD	\$1,282.09
3502824110038	7121 17TH AVE S	RICHFIELD	\$510.11
3302824410137	7536 ALDRICH AVE S	RICHFIELD	\$84.14
3402824430070	7645 NICOLLET AVE S	RICHFIELD	\$949.61
	TOTAL		\$558,816.82

RESOLUTION NO. _____

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

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and passed upon all objections to the proposed assessment for current services from private properties in the City of Richfield; and

WHEREAS, all sums delinquent become assessable against the property serviced under Ordinance Code 705, 715, 720 as adopted by the City of Richfield and guided under Minnesota Statutes 444.075, 429,101 and 429.061; and

WHEREAS, the certification list has been prepared specifying the amount that shall be certified against each property that remains unpaid after November 10, 2023.

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

1. Such proposed assessment roll as indicated on the October 10th list provided to Council is hereby accepted and each property is found to be benefited by the proposed current services in the amount of the assessment.
2. The total amount listed on the assessment list that remain unpaid will be assessed against each particular property.
3. A \$50 certification fee shall be levied against each utility billing delinquent account certified.
4. A \$25 administrative fee shall be levied against each certified public health or safety hazard unpaid charge, weed eradication unpaid charge, and vacant property unpaid charge.
5. The above-described certification list will be spread over a period of one year at the rate of 5% per annum.
6. The total unpaid amount will be certified to the County Auditor for collection with other taxes on said properties.
7. A copy of the resolution shall be sent to the Hennepin County Auditor.

Adopted by the City Council of the City of Richfield, Minnesota, this 10th day of October, 2023.

ATTEST:

Mary B. Supple, Mayor

Dustin Leslie, City Clerk

AGENDA SECTION:	PROPOSED ORDINANCES
AGENDA ITEM #	11.



STAFF REPORT NO. 138
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Jennifer Anderson, Support Services Manager
Jay Henthorne, Director of Public Safety/Chief of Police
10/3/2023

OTHER DEPARTMENT REVIEW:
CITY MANAGER REVIEW:

Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the second reading of an ordinance amending Chapter 8, subsection 840.13 of the Richfield City Code to prohibit smoking in public parks and during community events. The proposed ordinance includes establishing a petty misdemeanor offense.

EXECUTIVE SUMMARY:

In an effort to be consistent with existing park policies, staff made recommendations to the City Council at the July 25, 2023 work session. Recommendations included prohibiting cannabis smoking in public parks and during community events. The inclusion of a petty misdemeanor offense allows the Public Safety Department to enforce the new ordinance. Staff and City Council members felt these recommendations were appropriate and in line with other restrictions currently in place for parks and open spaces.

The draft ordinance as written does not prohibit smoking cannabis on streets (unless it involves a community event, such as Pennfest), sidewalks, or pedestrian/bike trails between parks, nor does it prohibit the use of edible cannabinoid products and hemp-derived consumer products in parks, open spaces or community events.

The first reading of this proposed ordinance was heard by the City Council on September 26, 2023.

RECOMMENDED ACTION:

By Motion: Approve the second reading of an ordinance amending Chapter 8, subsection 840.13 of the Richfield City Code to prohibit smoking in public parks and during City-sponsored or City co-sponsored community events, establish a petty misdemeanor offense, and approve a resolution authorizing summary publication of said ordinance.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

Early on in House File 100, there were many aspects of the bill that were not clear from a city perspective. Cannabis use in public and penalties for use in public spaces were not fully addressed. In the final bill, cities were granted authority to adopt ordinances establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products:

- in a public place other than a private residence including the person's curtilage or yard;
- private property not generally accessible by the public, unless the person is explicitly prohibited from

consuming cannabis flower, cannabis products, lower-potency help edibles, or hemp-derived consumer products on the property by the owner of the property;

- the premises of an establishment or event licensed to permit on-site consumption.

Additionally, under the Minnesota Clear Indoor Air Act, cities are authorized to adopt more stringent regulations on smoking to protect individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic smoking devices. Cities have used this authority to prohibit smoking of tobacco products in public areas including parks, distances from business entrances, and outdoor restaurant patios. This same authority can be used to prohibit the smoking of cannabis in those areas.

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

Chapter 8 of the Richfield City Code pertains to the regulation of public parks. Smoking tobacco in public parks is prohibited, however, cannabis is not addressed in current language. The proposed restriction of smoking cannabis in public parks and at city-sponsored or city co-sponsored events seeks to protect minors from the harms of cannabis and second hand smoke.

C. CRITICAL TIMING ISSUES:

The ordinance will take effect 30 days after publication and at that time, the City Prosecutor will need to notify the courts of the new ordinance. It can then take up to 4 weeks for the petty misdemeanor penalty to be active in the court system.

D. FINANCIAL IMPACT:

N/A

E. LEGAL CONSIDERATION:

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

ALTERNATIVE RECOMMENDATION(S):

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

PRINCIPAL PARTIES EXPECTED AT MEETING:

ATTACHMENTS:

Description	Type
▣ Ordinance cannabis in parks	Cover Memo
▣ Summary publication and resolution	Cover Memo

BILL NO. _____

AN ORDINANCE AMENDING SUBSECTION 840.13 OF THE RICHFIELD CODE OF ORDINANCES PROHIBITING SMOKING IN PUBLIC PARKS, ON CITY-OWNED LAND, AND DURING COMMUNITY EVENTS AND ESTABLISHING A PETTY MISDEMEANOR OFFENSE

THE CITY OF RICHFIELD DOES ORDAIN:

Sec. 1. Subsection 840.13 of the Richfield City Code is amended as follows:

840.13. – ~~Use of tobacco products~~ Smoking prohibited.

~~No person may use tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products, as these items are defined in [section 1146](#) of this Code, on City-owned parks, conservation areas, open spaces, or recreational facilities, including without limitation: trails within parks used for walking and biking, picnic shelters, athletic fields, and play areas. This subsection does not apply to the use of tobacco, tobacco products, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products inside motor vehicles parked on the premises of City-owned parks, conservation areas, open spaces or recreational facilities.~~

Subdivision 1. Definitions. For purposes of this subsection, the term “smoking” has the following meaning:

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, cannabis, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device. Terms used in this subsection will have the same meaning as in section 1146 of this Code.

Subd. 2. ~~Smoking prohibited.~~ Smoking is prohibited:

- (a) In City-owned parks, conservation areas, and recreational facilities, including without limitation: trails within parks used for walking and biking, picnic shelters, athletic fields, and play areas; and
- (b) On the premises of the Woodlake Nature Center, including adjacent parking areas; and
- (c) On City-owned property adjacent to: Wilson Pond (14th Avenue South); Norby’s Pond (2nd Avenue South); and Milner Pond (6499 5th Avenue South); and
- (d) On City-owned property located at 6700 Morgan Avenue South (“No-Name Park”); and
- (e) On the Penn Avenue Corridor (Penn Avenue between 76th Street and 63rd Street) during the Open Streets at Penn Fest event; and

(f) On the premises of other City-sponsored or City co-sponsored community events, including but not limited to: Red, White, and Blue Days, Urban Wildland Races, and the Holiday Lights Parade.

Subd. 3. Exception. The prohibition in subdivision 2 does not apply to smoking tobacco inside parked motor vehicles.

Subd. 4. Petty Misdemeanor. A violation of this subsection is a petty misdemeanor.

Sec. 2. This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Adopted by the City Council of the City of Richfield on this ____ day of October 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE AMENDING CHAPTER 8 OF THE CITY CODE**

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

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

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

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING CHAPTER 8, SUBSECTION 840.13 OF THE CITY
CODE**

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

This ordinance amends City Code Chapter 8 relating to the use of cannabis in public parks and during community events. The ordinance includes establishing a petty misdemeanor offense.

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

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2023.

Mary B. Supple, Mayor

ATTEST:

Dustin Leslie, City Clerk



STAFF REPORT NO. 139
CITY COUNCIL MEETING
10/10/2023

REPORT PREPARED BY:
DEPARTMENT DIRECTOR REVIEW:

Kelly Wynn, Administrative Assistant
Katie Rodriguez, City Manager
10/3/2023

OTHER DEPARTMENT REVIEW:
CITYMANAGER REVIEW:

Katie Rodriguez, City Manager
10/3/2023

ITEM FOR COUNCIL CONSIDERATION:

Consider the appointment of a youth member to the Sustainability Commission.

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 conducts recruitment seeking applicants to fill the youth vacancies each year. This recruitment includes information on the City's website, Facebook page, and communication with the local high schools.

RECOMMENDED ACTION:

Approve the appointment of Patrick Skamser to the Sustainability Commission as a youth commissioner.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

This information is contained in the Executive Summary.

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

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: