

# REGULAR CITY COUNCIL MEETING RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS OCTOBER 11, 2022 7:00 PM

### **INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

Call into the open forum by dialing 1-415-655-0001 Use webinar access code: 2466 475 1899 and password: 1234.

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

Approve the Minutes of the: (1) City Council Work Session of September 27, 2022; and (2) Regular City Council Meeting of September 27, 2022.

### **PRESENTATIONS**

1. Proclamation recognizing November as Native American Heritage Month

### **AGENDA APPROVAL**

- 2. Approval of the Agenda
- 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 Section 925 of the Richfield City Code to include new language addressing what refuse is and the accumulation of it.

Staff Report No. 144

B. Consider a resolution authorizing staff to submit an application for a Hennepin Youth Sports Program Facility Grant to expand the Augsburg Park Skate Park and execute a grant agreement, if awarded.

Staff Report No. 145

C. Consider the approval of the bid tabulation and award a contract to U.S. Sitework, Inc., for the Sheridan Pond Maintenance Project Phase 1 in the amount of \$223,450 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

Staff Report No. 146

D. Consider the renewal of the Public Health and Environmental Health Mutual Aid Agreement.

Staff Report No. 147

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

#### **PUBLIC HEARINGS**

 Public hearing and consider a resolution adopting the proposed assessment for unpaid garbage collection services from private property within the residential organized collection system from October 4, 2021 to July 31, 2022.

Staff Report No. 148

6. Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2023.

Staff Report No. 149

Proposed Item 7.

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

Staff Report No. 153

### **PROPOSED ORDINANCES**

8. Consider the second reading of an ordinance adopting Section 625 of the City Code Prohibiting Conversion Therapy for Minors and Vulnerable Adults

Staff Report No. 150

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

Staff Report No. 151

### **RESOLUTIONS**

10. Consider resolutions approving a preliminary plat and final plat in order to subdivide one lot into two, vacation of existing drainage and utility easements to be re-dedicated with the proposed plat, and an amendment to a Planned Unit Development to accommodate minor modifications triggered by the proposed new lot line at 600 - 64th Street West.

Staff Report No. 152

#### **CITY MANAGER'S REPORT**

11. City Manager's Report

### **CLAIMS AND PAYROLLS**

12. Claims and Payroll

### **COUNCIL DISCUSSION**

- 13. Hats Off to Hometown Hits
- 14. 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 27, 2022**

### CALL TO ORDER

The work session was called to order by Mayor Regan Gonzalez at 5:35 p.m. in the Bartholomew Room.

Council Members

Maria Regan Gonzalez, Mayor; Simon Trautmann (5:41); and Sean Hayford

Oleary

Council Members

Absent:

Present:

Mary Supple and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Kumud Verma, Finance Manager; Amy

Markle, Recreation Services Director; Chris Swanson, Management Analyst;

and Kari Sinning, City Clerk.

Others Present: Eric King, University of Minnesota Extension Lobbyist; Ann Lenczewski,

State and Local Government Relations Lobbyist for Lockridge Grindal Nauen

Mayor Regan Gonzalez introduced the topic for discussion for the work session and turned it over to City Manager Rodriguez.

City Manager Rodriguez made a statement about the shooting at the Richfield High School Homecoming football game and assured Council that staff is meeting on all levels to address the short-term and long-term challenges. She thanked the Council for stepping up to partner with staff on the efforts to address the community during this time. She commented on how these proposed projects could support youth programming.

ITEM #1

### PRESENTATION AND DISCUSSION OF A LOCAL SALES TAX

City Manager Rodriguez asked the Council for feedback and guidance on whether to refine the possible projects and look for authorization at the legislature in 2023 or 2024. She stated that the projects are mainly major maintenance of which are funded through the liquor store profits and property taxes; the amenities that need maintenance repairs are used regionally and the sales tax better matches the users of the amenities. She also reminded Council that residents would have the final say as the projects and the related tax would all be voted on.

Management Analyst Swanson gave a presentation that overviewed what local sales tax is, what local sales tax can fund, why a local sales tax for Richfield, and how to start the process.

Analyst Swanson introduced Lobbyist Eric King who gave a presentation that overview the University of Minnesota's findings of how a local sales tax would affect Richfield residents and the estimated forecast of revenue, and provided an example of how non-residents would contribute to the local sales tax.

Council Member Hayford Oleary asked how voters would vote on the projects. Analyst Swanson shared the voting would be upon multiple individual projects to vote yes or no. Council Member Hayford Oleary asked about the history of voting on individual projects in other cities that have passed local sales tax. Lobbyist Lenczewski shared a brief history of local sales tax and how it has changed over the years and will continue to change due to legislative turnover. Council Member Hayford Oleary asked if the Council can advocate for the local sales tax. Lobbyist Lenczewski explained that the City cannot sway the voters but can give educational materials on the local sales tax. Council Member Hayford Oleary asked if City staff would be required to keep track of the sales tax. Lobbyist Lenczewski explained that it would be up to the City Manager to decide on doing the collection in house or having the Department of Revenue staff collect. City Manager Rodriguez recommended having the State collect the sales tax.

Council Member Trautmann clarified that as elected officials that they are free to advocate for any policy. Lobbyist Lenczewski stated yes that personally Council can voice their opinions. Council Member Trautmann asked if there are statistics about residents spending less in a certain city due to the local sales tax increase. Lobbyist Lenczewski shared there are studies which stated that there is very little impact. Council Member Trautmann clarified some confusion regarding taxing clothing. Lobbyist Lenczewski said that Minnesota won't allow local governments to change the tax base to reduce confusion for the consumer. Lobbyist King shared that online sales tax to Richfield residents would also be collected.

Mayor Regan Gonzalez read aloud comments from Council Member Supple that shared her support of a local sales tax and stressed the importance of gathering public input on the projects it would support. Council Member Supple stated in her comment the priorities of the projects with Woodlake Nature Center and the Veterans Park upgrades being highest on her list with the Park Trail System Improvements being at the lowest priority. Council Member Supple also asked if there would be the financial means to do both the Woodlake and Community Center projects in 2025-2026. City Manager Rodriguez stated that further details would need to be gathered to figure out how to finance the projects; the local sales tax is projected to raise 91 million dollars in 20 years or 61.7 million dollars in 15 years.

Mayor Regan Gonzalez read aloud comments from Council Member Whalen that shared his support and excitement for the recreation infrastructure projects and the idea of a local sales tax as a funding source to help make those happen.

Recreation Services Director Markle overviewed the possible projects that could be funded by local sales tax which included the Wood Lake Nature Center, Veterans Park Complex, Donaldson and Taft Parks, Park Trail System Improvements, and Community Center Upgrades and Improvements.

Mayor Regan Gonzalez shared her support and commented on thinking about the long-term investments. She recommended using guiding principles that would aid in the vision of these projects that would offer more to our residents that is equitable, accessible, and sustainable for years to come. She stressed the importance of community engagement throughout the process. She also commented on the need for more rentable community spaces.

Council Member Trautmann shared a vision to tie nature to commerce in our parks system and to consider larger indoor community gathering spaces and utilizing our partners in the school district and to think outside the box to accomplish those goals.

Mayor Regan Gonzalez echoed the comment of Council Member Trautmann to think outside the box to address the needs of the community.

Council Member Hayford Oleary supported the list of projects and commented on the making the trail system cohesive that would bring up the standard of the parks in Richfield and should be a higher priority. He asked if the Community Center would need to stay in the current building or if it could be expanded to the parking lot. Director Markle did not have an answer. He raised concerns to reduce park parking lots to keep maintenance costs lower and for more greenspace.

City Manager Rodriguez asked Council if they would like to submit to the legislative process during the 2023 session. Council Member Hayford Oleary stated that bringing it to a vote during a presidential election would bring this to the forefront for voters. Analyst Swanson added that there is some flexibility to change or amend after it has gone through the legislative process. Council Member Trautmann and Mayor Regan Gonzalez promoted submitting this to the legislative process in the 2023 session. City Manager Rodriguez reminded Council that staff will continue to refine the project costs and look at possible financing options.

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Mayor Regan Gonzalez adjourned the work session at 6:49 p.m.

Date Approved: October 11, 2022	
	Maria Regan Gonzalez Mayor
Kari Sinning City Clerk	Katie Rodriguez City Manager



### CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

# Regular Council Meeting September 27, 2022

### **CALL TO ORDER**

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

Council Members

Maria Regan Gonzalez, Mayor; Simon Trautmann; and Sean Hayford Oleary

Present:

Council Members

Absent:

Mary Supple and Ben Whalen

Staff Present: Katie Rodriguez, City Manager; Joseph Sathe, Acting City Attorney; Melissa

Poehlman, Community Development Director; Jay Henthorne, Public Safety Director/Police Chief; Jennifer Anderson, Support Services Manager; and

Kari Sinning, City Clerk

Others Present: Mara Glubka, Human Rights Commissioner

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance.

Mayor Regan Gonzalez shared comments regarding the shooting during the homecoming football game and acknowledged where the community is right now of which there is a lot of work to do. She thanked all of those involved: community groups and organizations, the Richfield Police Department, the Richfield Public School District, and all of the students and residents that have been showing support for the community and taking care of one another.

#### **OPEN FORUM**

Mayor Regan Gonzalez reviewed the options to participate:

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

Callmie Dennis, 7200 17<sup>th</sup> Ave, proposed acquiring a space in Richfield for a Global Marketplace.

### **APPROVAL OF MINUTES**

M/Trautmann, S/Hayford Oleary to approve the minutes of the: (1) Special Closed City Council Meeting of September 13, 2022; (2) City Council Work Session of September 13, 2022; and (3) Regular City Council Meeting of September 13, 2022.

Motion carried: 3-0

ITEM #1 PROCLAMATION RECOGNIZING LGBTQ+ HISTORY MONTH

Mayor Regan Gonzalez invited Commissioner Glubka to accept the proclamation and read aloud the proclamation.

Commissioner Glubka shared history of LGBTQ+ people that have significantly impacted the liberation, the gruesome past and current events that people still struggle with acceptance. Mayor Regan Gonzalez thanked Commissioner Glubka for the work she does in the LGBTQ+ community in Richfield.

ITEM #2 APPROVAL OF THE AGENDA

M/Hayford Oleary, S/Trautmann to approve the agenda.

Motion carried: 3-0

ITEM #3 CONSENT CALENDAR

City Manager Rodriguez presented the consent calendar.

A. Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield. (Staff Report No. 137)

#### **RESOLUTION NO. 12007**

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF \$124,039.73 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER DEDICATED TO DWI ENFORCEMENT

- B. Consider approval of the purchase of five (5) Ford Hybrid SUV Police Interceptor vehicles for Public Safety from Tenvoorde Ford, Inc., for \$224,804.40 plus destination, tax, title, and license fees. (Staff Report No. 138)
- C. Consider the approval of the first reading of an ordinance adopting Section 625 of the City Code Prohibiting Conversion Therapy for Minors and Vulnerable Adults (Staff Report No. 139)

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

Motion carried: 3-0

ITEM #4

CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR

None.

ITEM #5

PUBLIC HEARING AND CONSIDER THE APPROVAL OF NEW ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR KATAKI, LOCATED AT 6401 NICOLLET AVENUE. (STAFF REPORT NO. 141)

Council Member Hayford Oleary presented Staff Report 141 and opened the public hearing.

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

Motion carried: 3-0

M/Hayford Oleary, S/Trautmann to approve the issuance of new On-Sale Wine and 3.2 Percent Malt Liquor licenses for Kataki, located at 6401 Nicollet Avenue.

Motion carried: 3-0

ITEM #6

CONSIDER THE APPROVAL OF THE SECOND READING OF AN ORDINANCE AMENDING SECTIONS 617 (FOOD ESTABLISHMENTS), 618 (LODGING ESTABLISHMENTS), AND 619 (PUBLIC POOLS) OF THE RICHFIELD CITY CODE TO UPDATE REGULATIONS TO BE CONSISTENT WITH DELEGATED STATE REQUIREMENTS AND MISCELLANEOUS EDITS FOR CLARITY RELATED TO FOOD ESTABLISHMENTS, LODGING ESTABLISHMENTS, AND PUBLIC POOLS. (STAFF REPORT NO. 142)

Council Member Trautmann presented Staff Report 142.

M/Trautmann, S/Hayford Oleary to 1) approve the second reading of an ordinance amending Sections 617, 618, and 619 of the Richfield City Code pertaining to food, lodging and pools; and, 2) approve a resolution authorizing summary publication of said ordinance.

BILL NO. 2022-13

ORDINANCE UPDATING REGULATIONS FOR FOOD ESTABLISHMENTS, LODGING ESTABLISHMENTS, AND PUBLIC POOLS TO BE CONSISTENT WITH DELEGATED STATE REQUIREMENTS AND MISCELLANEOUS EDITS FOR CLARITY AMENDING SECTIONS 617, 618, AND 619 OF THE CITY CODE

**RESOLUTION NO. 12008** 

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE

Motion carried: 3-0

ITEM #7

SECOND READING AND SUMMARY PUBLICATION OF AN ORDINANCE AMENDING THE RICHFIELD ZONING CODE TO UPDATE REGULATIONS FOR **ELECTRIC VEHICLE CHARGERS (STAFF REPORT NO. 143)** 

Council Member Hayford Oleary presented Staff Report 143.

M/Hayford Oleary, S/Trautmann to 1) approve the attached ordinance amending the Richfield Zoning Code to update regulations for electric vehicle chargers; and, 2) approve a resolution authorizing summary publication of said ordinance.

BILL NO. 2022-14

ORDINANCE AMENDING THE RICHFIELD ZONING CODE TO **UPDATE REGULATIONS FOR ELECTRIC VEHICLE CHARGERS** 

**RESOLUTION NO. 12009** 

RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE AMENDING THE RICHFIELD **ZONING CODE TO UPDATE REGULATIONS** FOR ELECTRIC VEHICLE CHARGERS

Motion carried: 3-0

**ITEM #8** 

CONSIDER THE APPROVAL OF AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A ONE YEAR MORATORIUM ON CANNABIS PRODUCTS (STAFF REPORT NO. 140)

Council Member Trautmann presented Staff Report 140.

City Manager Rodriguez shared that there was a work session regarding this and the guidance given at the work session was to prepare a moratorium.

Council Member Hayford Oleary clarified that if the motion were to be continued that it should happen before or after the main motion. Acting City Attorney Sathe stated that there would be a motion to continue the item before the main motion would be made. Council Member Trautmann shared that there is not a consensus of all Council Members present and would like to wait until the full Council is present to make a vote.

M/Trautmann, S/Hayford Oleary to table or continue the agenda item until the next council meeting.

Council Member Hayford Oleary supported tabling the item as he would like the full council to be present and reiterated that he does not agree with this approach; the problems are related to the use of the products while the solution is related to store sales in the City of which is there is not a good connection between the problem and the solution. He stated that passing the moratorium would not prevent Richfielders from gaining access to the products as residents could purchase from neighboring communities. He raised concerns of the moratorium affecting the sale of Delta 8 products which he would like staff to clarify at the next meeting. He shared a Star Tribune article that showed sixty percent of Minnesotans support the legalization of marijuana and worried that actions like a moratorium could continue to undermine a better and more comprehensive legalization path.

Mayor Regan Gonzalez read aloud comments from Council Member Whalen which stated his concerns regarding the use of edible cannabinoid products and supported that more research needs to be done while moving towards regulation on the use and licensing of the products. He stated that he is undecided on the vote, as the moratorium might not be the best tool to solve the problems.

Council Member Trautmann agreed with Council Member Hayford Oleary on not criminalizing the use of cannabis much like alcohol and tobacco use. He shared that he supports the moratorium to allow staff the time to regulate the consumption and sale of cannabis products and shared concerns of how it could affect Delta 8 sales.

Mayor Regan Gonzalez clarified that Council would have to have a majority vote of all Council Members to pass the ordinance. Acting City Attorney Sathe affirmed. Mayor Regan Gonzalez asked staff to speak to the specific concerns that Council Members have at the next meeting to help them feel more comfortable about their votes at the next meeting. Council Member Hayford Oleary stated that he will prepare detailed questions to staff in advance of the next meeting.

### Motion carried: 3-0

ITEM #9	CITY MANAGER'S REPORT
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City Manager Rodriguez echoed the Mayor's comments regarding the shooting at the Richfield Homecoming game and thanked the Public Safety for the quick response. She also thanked the staff at the schools and our community for the conversations.

ITEM #10	CLAIMS AND PAYROLL
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M/Trautmann, S/Hayford Oleary that the following claims and payrolls be approved:

U.S. BANK	9/27/2022
A/P Checks: 309469 – 309758	\$2,521,539.12
Payroll: 173267 – 173573	<u>\$768,117.39</u>
TOTAL	\$3,289,656.51

### Motion carried: 3-0

ITEM #11	HATS OFF TO HOMETOWN HITS
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Council Member Trautmann extended thanks and appreciation for Penn Fest, particularly Gordon Hanson and other community volunteers and staff that were involved. He also shared his sorrow on the shooting and tipped his hat to the public safety for their response. He hoped that community members use this time to create deeper relationships with their neighbors.

Council Member Hayford Oleary echoed the sentiments of Council Member Trautmann, was grateful to the schools and the police response, and appreciated how the police department kept the public informed. He recognized Penn Fest, especially Gordon Hanson, Dave Gepner, and City Staff for their contributions to the event.

Mayor Regan Gonzalez read aloud a comment from Council Member Whalen regarding the proclamation recognizing LGBTQ+ History Month that thanked the Human Rights Commission for not only preparing the proclamations but for ensuring that the sentiments behind them guide our actions and he shared hopes to continue to use words and actions to support the LGBTQ folks in Richfield. Mayor Regan Gonzalez then shared that Penn Fest was so well attended which speaks volumes to connectivity and pride for our community. She commented on the community support to help prevent violence in our community and to come together through conversations, policies, actions, and partnerships. She thanked the officers, the school, and all the community members that have come together to response.

ITEM #12	ADJOURNMENT
The r	neeting was adjourned by unanimous consent at 7:45 p.m.
Date Approv	ed: October 11, 2022
	Maria Regan Gonzalez Mayor
Kari Sinning City Clerk	Katie Rodriguez City Manager



### Proclamation of the City of Richfield

WHEREAS, the Indigenous People of the Santee (eastern) bands of the Dakota Nation have lived upon the land of modern-day Richfield since time immemorial; and

WHEREAS, the Santee People of the Dakota Nation were subject to ethnic cleansing and displaced from their homeland through coerced acceptance of land cession treaties, particularly those of 1837 and 1851, which were inequitable from the start and ultimately executed in bad faith by local and federal government entities; and

WHEREAS, the City of Richfield strives to eliminate systemic racism and discrimination towards Indigenous Peoples, to celebrate and honor Indigenous People to better honor their experiences and to hold in esteem their roots, history, and contributions to our culture; and to dedicate to this effort a month of intentional reflection; and

WHEREAS, November is recognized as National Native American Heritage month; and

WHEREAS, the City of Richfield recognizes the month of November 2022 as Native American Heritage Month to promote authentic appreciation, tolerance, reconciliation, understanding, friendship, and continued partnerships among all of its people and the Indigenous Peoples of this land.

Now, THEREFORE, I, Maria Regan Gonzalez, Mayor of Richfield, on behalf of the Richfield City Council, do hereby proclaim November 2022 as Native American Heritage Month in the City of Richfield and call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Indigenous Americans throughout the year.

PROCLAIMED this 11th day of October 2022.

Maria Regan Gonzalez, Mayor

3.A.



### STAFF REPORT NO. 144 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

10/5/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

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

### **EXECUTIVE SUMMARY:**

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

### **RECOMMENDED ACTION:**

By Motion: Approve the first reading of an ordinance amending Section 925 of the Richfield City Code and schedule a second reading for October 25, 2022

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

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

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

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

### C. CRITICAL TIMING ISSUES:

N/A

### D. FINANCIAL IMPACT:

N/A

### E. **LEGAL CONSIDERATION:**

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

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

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

### PRINCIPAL PARTIES EXPECTED AT MEETING:

### **ATTACHMENTS:**

Description Type

Accumulation of refuse
 Cover Memo

<b>BIL</b>	L	NO	١_	
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# AN ORDINANCE AMENDING SECTION 925 OF THE RICHFIELD CITY CODE PERTAINING TO PUBLIC NUISANCES AND REFUSE

### THE CITY OF RICHFIELD DOES ORDAIN:

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

- **Subd. 2.** Public nuisances affecting health. The following are declared to be nuisances affecting public health:
  - (a) Exposed accumulations of decayed or unwholesome food or vegetable matter;
  - (b) Diseased animals running at large;
  - (c) Ponds or pools of stagnant water;
  - (d) Carcasses of animals not buried or destroyed within 24 hours after death;
  - (e)(d) Accumulations of manure or rubbish refuse that affect public health by reason of appearance, odor, sanitation, or fire hazard, including accumulations of solid waste, garbage, trash, rubbish, litter, organics or organic materials, and yard waste; animal carcasses; combustible material, such as wood, branches, brush; natural material, such as gravel, stone, and soil; non-combustible material, such as glass, brick, metal; waste debris resulting from construction, demolition, repair, or alteration of structures or buildings; vehicles, vehicle parts, or tires; bulky waste, such as appliances, furniture, and mattresses;

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

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

	other rank vegetation to a greater height than six (6) inches on the average and accumulations of dead weeds, grass or brush;
<del>(i)</del> ( <u>h)</u>	Dense smoke, noxious fumes, gas or soot, or cinders in unreasonable quantities;

- (j)(i) Offensive trades and businesses as defined by statute not licensed by the city board of health as provided by law;
- (k)(i) Public exposure of persons having a contagious disease; and
- (I)(k) Overcrowding a room or portion of a dwelling with long-term storage of items, goods, or any material so as to prevent upkeep, maintenance, or regular housekeeping. A room may be considered overcrowded when storage covers an excessive amount of the floor area of a room, constitutes a potential excessive fire load, prevents access to windows or doors, prevents access to or obstructs mechanical systems or air movement, effectively eliminates use and access to required electrical devices, impedes access and movement of emergency personnel, blocks hallways, limits the operation of doors or provides pest harborage.

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

Adopted by the City of Richfield this	_ day of, 2022.
	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	_

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.B.



### STAFF REPORT NO. 145 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

10/3/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

Consider a resolution authorizing staff to submit an application for a Hennepin Youth Sports Program Facility Grant to expand the Augsburg Park Skate Park and execute a grant agreement, if awarded.

### **EXECUTIVE SUMMARY:**

The Recreation Department is applying for a Hennepin County Youth Sports Program Facility Grant in the amount of \$90,000 to help fund the expansion of the Augsburg Park Skate Park, a \$180,000 project. The other half of the funding will be sourced from existing capital improvement budget funds through liquor store proceeds.

Staff has kept the Community Services Commission updated on the proposed expansion.

### **RECOMMENDED ACTION:**

By motion: Approve a resolution authorizing staff to submit an application for a Hennepin Youth Sports Program Facility Grant to expand the Augsburg Park Skate Park and execute a grant agreement, if awarded.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

The Augsburg Skate Park was built in 2012, after a group of skateboarders had approached Richfield Recreation about the possibility of constructing one. The facility qualifies as a "tier-one" facility for insurance purposes, which means that, like playground equipment, staff supervision is not required.

The expansion is in response to a suggestion from the Richfield High School Skate Club to expand the facility to include more beginner-level features and allow for more space between easier features and more advanced features. The adjacent area had been previously used as a basketball court and provides an existing asphalt pad.

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

All Hennepin County Youth Sports Program Grants are required to execute a resolution, which authorizes the filing of the application and pledges to execute final agreements with Hennepin County if a grant is awarded. The attached resolution authorizes staff to do so.

### C. **CRITICAL TIMING ISSUES:**

The Hennepin County Youth Sports Program Facility Grant application is due November 1, 2022, and requires the inclusion of this resolution.

### D. **FINANCIAL IMPACT**:

The Hennepin County Youth Sports Program Facility Grant would provide \$90,000 to match the City's \$90,000 from the capital improvement budget, sourced from liquor store revenue.

### E. **LEGAL CONSIDERATION:**

There are no legal considerations for this item.

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

Reject the resolution and miss an opportunity for a grant that would make it possible to expand the Augsburg Skate Park.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

### **ATTACHMENTS:**

Description Type

Skate Park Expansion Grant Resolution
Cover Memo

R	ES	OL	UT	<b>ION</b>	NO.	
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## RESOLUTION AUTHORIZING STAFF TO SUBMIT AN APPLICATION FOR A HENNEPIN YOUTH SPORTS PROGRAM FACILITY GRANT TO EXPAND THE AUGSBURG SKATE PARK AND EXECUTE A GRANT AGREEMENT, IF AWARDED.

**WHEREAS**, the Hennepin County Board of Commissioners, via the Hennepin Youth Sports Program, provides for capital funds to assist local government units of Hennepin County for the development of sports or recreational facilities, and;

**WHEREAS**, the City of Richfield (local government unit, hereinafter "LGU") desires to expand the Augsburg Skate Park ("PROJECT").

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richfield, Minnesota, the authorizing entity of the LGU, that:

- 1. The estimate of the total cost of developing PROJECT shall be \$180,000. The LGU is requesting \$90,000 from the Hennepin Youth Sports Program and will assume responsibility for providing matching funds of \$90,000.
- 2. LGU is the owner of the property where the PROJECT is located. The LGU will own the property where PROJECT is located for at least the functional life of the facility, which is estimated to be 25 years. The PROJECT may not be converted to non-public or non-recreational uses within this time period without the approval of Hennepin County.
- 3. LGU agrees to assume one hundred (100) percent of operational and maintenance costs for PROJECT. LGU will operate PROJECT for its intended purpose as stated in the PROJECT application for the functional life of the facility.
- 4. LGU agrees to enter into necessary and required agreements with Hennepin County for the specific purpose of developing PROJECT and managing its long-term operation.
- 5. Amy Markle, Recreational Services Director for the LGU, is authorized and directed to execute the application for the Hennepin Youth Sports Program grant.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.C.



### STAFF REPORT NO. 146 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

10/4/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

Consider the approval of the bid tabulation and award a contract to U.S. Sitework, Inc., for the Sheridan Pond Maintenance Project Phase 1 in the amount of \$223,450 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

### **EXECUTIVE SUMMARY:**

- Richfield Public Works Stormwater Utility division initiated this project to improve the functional nature of the pond as well as to enhance the adjacent terrestrial area.
- Phase 1 will include dredging and re-shaping of the basin and storm sewer installation and Phase 2 will include the vegetative improvements including seed, plugs, and trees. Phase 1 will commence November 2022 and Phase 2 in the Spring of 2023.
- Sediment cores were taken where sediment will be removed in the basin and it is estimated that approximately 3700 tons of MPCA regulated material will be removed and disposed of.
- All dredged material will be hauled and disposed of by the contractor in a landfill facility permitted by the MPCA to accept these materials.
  - Existing invasive plant species will be aggressively managed. This effort includes the removal of 91 trees greater than 8" in diameter (primarily ash) to open tree canopy for ground cover establishment, and planting of a diversity of pollinator plant species, including tree and shrub species next season.

### **RECOMMENDED ACTION:**

By motion: Approve the bid tabulation and award a contract to U.S. Sitework, Inc., for the Sheridan Pond Maintenance Project Phase 1 in the amount of \$223,450 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

- Sheridan Pond is part of the City's stormwater treatment system.
- Runoff carrying sediment is deposited in treatment ponds. Over time the sediment builds up and needs to be removed as part of regular maintenance.
- This will be the first significant dredging of Sheridan Pond in at least thirty years.
- The City let the project in January 2022 but chose to reject all bids and authorize reletting the project in Fall 2022. The previous bids were rejected due to higher than anticipated bid prices

related to the project's schedule.

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

- Performing stormwater pond maintenance fulfills requirements set forth in the City's Municipal Separate Storm Sewer System (MS4) permit and Stormwater Pollution Prevention Plan (SWPPP).
- Contracts estimated to have a value over \$175,000 must be made by sealed bids, solicited by public notice, and awarded to the lowest responsible bidder.

#### C. CRITICAL TIMING ISSUES:

- Public Works staff is in communications with the prospective contractor about the project schedule and the timing for an open house with the public.
- Award of the contract at the October 11, 2022 City Council meeting will allow the contractor to begin site preparation and earth work before the onset of winter.

### D. FINANCIAL IMPACT:

- Twelve bids were opened and read aloud at the bid opening on September 29, 2022, ranging from \$223,450.00 to \$497,121.06.
- Funding for the Sheridan Pond Maintenance Project was included in the 2022 Adopted budget and will remain in the 2022 Revised/2023 Proposed budget and is funded through stormwater user fees
- The engineer's estimate for Phase 1 was \$330,000.
- Staff anticipates receipt of a \$20,000 grant from the Minnesota Board of Water and Soil Resources which will be used to fund part of the cost of the project.

### E. **LEGAL CONSIDERATION:**

- The bid opening held on September 29, 2022 was in accordance with legal requirements.
- The ad for bid was published on September 1, 2022 in the Sun Current.

None

### PRINCIPAL PARTIES EXPECTED AT MEETING:

None

### **ATTACHMENTS:**

	Description	Type
D	Bid Tab	Exhibit

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

Bid Opening September 29, 2022 10:00 a.m.

Sheridan Pond Dredging Project Bid No. 22-06

Pursuant to requirements of Resolution No. 1015, a there was a meeting of Administrative Staff and it was stated that the purpose of the meeting was to receive; open and read aloud bids for the Sheridan Pond Dredging Project, as advertised in the official newspaper on September 1, 2022.

Present: Kari Sinning, City Clerk

Scott Kulzer, Public Works Administrative Aide

Chris Swanson, Management Analyst

The following bids were submitted and read aloud:

Bidder's Name	ADA Certificate	Bond	Non-Collusion	Intent to Comply	Responsible Contractor Certificate	Total Base Bid
US Sitework	Provided	Provided	Provided	Provided	Provided	\$223,450.00
Viet & Company, Inc.	Provided	Provided	Provided	Provided	Provided	\$289,406.95
Sunram Construction, Inc.	Provided	Provided	Provided (after the fact)	Provided	Provided	\$295,025.00
Frattalone Companies	Provided	Provided	Provided	Provided	Provided	\$303,028.25
Peterson Companies	Provided	Provided	Provided	Provided	Provided	\$320,376.72
Rachel Contracting, LLC	Provided	Provided	Provided	Provided	Provided	\$325,505.00
New Look Contracting, Inc.	Provided	Provided	Provided	Provided	Provided	\$345,373.50
Dimke Excavating	Provided	Provided	Provided	Provided	Provided	\$370,157.80
Meyer Contracting Inc.	Provided	Provided	Provided	Provided	Provided	\$370,278.65
Nadeau Companies	Missing	Provided	Provided	Provided	Provided	\$410,323.75
Bituminous Roadways Inc.	Provided	Provided	Provided	Provided	Provided	\$487,515.00
Michels Marine	Provided	Provided	Provided	Provided	Provided	\$497,121.06

The City Clerk announced that the bids would be tabulated and considered at the October 11, 2022 City Council Meeting.

Kari Sinning, City Clerk

AGENDA SECTION: AGENDA ITEM# CONSENT CALENDAR

3.D.



### STAFF REPORT NO. 147 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

10/5/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

Consider the renewal of the Public Health and Environmental Health Mutual Aid Agreement.

### **EXECUTIVE SUMMARY:**

The Public Health and Environmental Health Mutual Aid Agreement is designed to strengthen the preparedness of the public health system in Minnesota. It was last approved by the City Council in late 2017. This is a five year agreement with the new agreement effective from January 1, 2023 - December 31, 2027.

Emergencies may occur in the future which will require local public health entities to come to the aid and assistance of other local public health entities. Therefore, the intent of the agreement is to make personnel, equipment and other resources available to other participants in the event of an emergency, training, drill and/or exercise.

### **RECOMMENDED ACTION:**

By Motion: Approve the Public Health and Environmental Health Mutual Aid Agreement.

### BASIS OF RECOMMENDATION:

### A. HISTORICAL CONTEXT

Minnesota State Statues Section 471.59 states that political subdivisions of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties. In 2006, a total of eleven political subdivisions met and cooperatively prepared a Public Health Mutual Aid Agreement between them to strengthen the preparedness of the public health system in Minnesota. This mutual aid agreement was originally approved by the Richfield City Council in January 2007.

It should be noted that Richfield does not have its own personnel staffing the food inspection responsibilities for Richfield but rather contracts with the City of Bloomington for these services.

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

It is recognized and acknowledged that in certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, or training, drills or exercises in preparation for any of these

eventualities, the use of personnel, equipment, supplies and/or services of a local public health entity to perform functions outside its jurisdictional limits is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

### C. CRITICAL TIMING ISSUES:

This new agreement must be approved and forwarded to Hennepin County before December 31, 2022, so that the City can continue to participate in the mutual aid agreement.

### D. FINANCIAL IMPACT:

### E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed this agreement and approved its contents.

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

The City Council could choose not to approve the Public Health and Environmental Health Mutual Aid Agreement and direct staff how to proceed.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

### **ATTACHMENTS:**

Description Type

Mutual Aid Agreement Cover Memo

### MUTUAL AID AGREEMENT

### Public Health and Environmental Health Entities in Metropolitan Minnesota

This Public Health and Environmental Health Entities In Metropolitan Minnesota Mutual Aid Agreement ("Agreement") is among the County of Anoka, County of Carver, County of Dakota, County of Hennepin, County of Ramsey, County of Scott, County of Washington, City of Bloomington, City of Brooklyn Park, City of Edina, City of Maplewood, City of Minneapolis, City of Minnetonka, City of Richfield, City of Wayzata, and the University of Minnesota (the "Party" or "Parties" depending on context).

WHEREAS, pursuant to Minnesota Statutes Section 471.59, governmental units of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, the purpose of this Agreement is to strengthen the preparedness of the public health and environmental health system in Minnesota; and

WHEREAS, emergencies may occur in the future which will require local public health and/or environmental health entities to come to the aid and assistance of other local public health or environmental health entities; and

WHEREAS, the Parties participating in this Agreement have determined that it is in their best interests to assist one another in the event of an emergency, training, drill or exercise; and

WHEREAS, the intent of this Agreement is to make personnel, equipment, and other resources available to governmental units in the event of an emergency, training, drill or exercise.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

### I. <u>PURPOSE</u>

In certain situations, including but not limited to, natural disasters, public health emergencies, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency or enemy attack, disease outbreaks, or special events, or trainings, drills or exercises in preparation for any of these eventualities, the cooperative use of the personnel, equipment, supplies and/or services of local governmental units is desirable and necessary to preserve and protect the health, safety and welfare of the citizens of the State of Minnesota.

This Agreement only addresses assistance provided by a Participating party in response to a request made by a Requesting party and does not affect the applicability of Minn. Stat. § 12.331, Minn. Stat. § 12.33, or other pertinent laws to other activities that may be undertaken by a political subdivision.

The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.

### II. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. "Assistance" means Public Health, Environmental Health, Behavioral Health, or Human Services resources, such as personnel, services, equipment, supplies, and facilities.
- B. "Assisting Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.
- C. "Assisting Party" means a Party that provides Assistance to a Requesting Party under this Agreement.
- D. "Employee" means those personnel currently working for a Party including, elected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party as required by Minn. Stat. §12.22, subd. 2a (a).
- E. "Incident" means an occurrence, natural or manmade, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, tornadoes, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response, or special events, or trainings, drills or exercises in preparation for any of these eventualities.
- F. "Party" or "Parties" means the local public health, environmental health, or human services authority of a governmental unit that is a signatory to this Agreement.
- G. "Requesting Official" means the person designated by a Requesting party who is responsible for requesting Assistance from the other Participating parties.
- H. "Requesting Party" means a Party that requests assistance from one or more other Participating parties.

### III. PROVISION OF MUTUAL AID

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties relating to an Incident, the Requesting Official may, orally or in writing, call upon the Assisting Official of any other Party to furnish assistance. The Requesting Party, within a reasonable period of time, shall provide each Assisting Party with a written confirmation of the need for assistance including details regarding requested resources, timelines/schedules and location(s) for Assistance.
- B. Response to Request. Upon the oral or written request for Assistance from a Requesting Party, the Assisting Official may authorize and direct the Party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Assisting Party and the availability of resources. Once Assistance has been authorized, the Assisting Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. <u>Recall and Release of Assistance</u>. The Assisting Official may at any time recall such Assistance when in his or her sole discretion or by an order from the governing body of the Assisting Party or its designee, it is considered to be in the best interest of the Assisting Party to do so. The Requesting Party may at any time release an Assisting Party or an individual from providing any further Assistance
- D. <u>State Declared Emergency</u>. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- E. <u>Command and Control</u>. The Requesting Party shall be responsible for command of the Incident for which Assistance is requested. Resources deployed by the Assisting Party(s) shall be under the direction and control of the Requesting Party until the Assisting Official(s) withdraw Assistance; or the Requesting Party delegates direction and control of the Incident to the Assisting Party(s). If direction and control is delegated, the Requesting Party shall transfer command in writing. At a minimum, the writing transferring command shall identify the Assisting Party's scope of authority and Incident objectives. As necessary, it shall also identify pertinent legal and policy restraints, cost considerations, and other pertinent information.

This Agreement does not prevent Participating parties from managing an Incident under a unified incident command structure, as that term, or a similar term, is used and commonly accepted in the industry.

### IV. <u>LIABILITY</u>

The liability of the Parties shall be governed by the provisions herein and by Minnesota Statute Section 471.59.

- A. For purposes of determining total liability for damages, the Parties are considered a single governmental unit and the total liability for all Parties shall not exceed the limits on governmental liability for a single governmental unit, subject to the limits of liability under Minnesota Statutes Chapter 466 and as set forth in Minnesota Statutes, Section 471.59, subd. la(a) and la(b) as well as all other applicable laws, rules, and regulations, including common law. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 or other law applicable to any one Party. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any Party.
- B. Each Party requesting Assistance shall defend, indemnify and hold harmless each Party providing Assistance, its Employees, officers and elected and appointed officials against any and all claims brought or actions filed against the Party providing Assistance and its Employees for injury to, death of, or damage to the property of any third person or persons, for claims arising from performance hereunder and/or the provision of Assistance in responding to a request for Assistance pursuant to this Agreement.
- C. For purposes of Minnesota Statutes Chapter 466, the Employees of the Assisting Party are deemed to be employees (as defined in Minnesota Statute Section 466.01, subdivision 6) of the Requesting Party, but only for purposes of addressing liability under this Agreement.
- D. Each Party agrees to promptly notify the other participating parties if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Parties, and arising out of acts or omissions related to this Agreement.
- E. No Party to this Agreement or any Employee of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling or releasing Assistance as described in this Agreement.
- F. If a Party utilizes contractors or agents to provide services or Assistance under this Agreement, the Party shall execute a contract with any such contractor(s) and agent(s) including, to the extent practicable, the following language:

"Contractor shall defend, indemnify, and hold harmless (insert name of Party/jurisdiction), its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the contractor, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the contractor to perform fully, in any respect, all obligations under this contract.

In order to protect the contractor and those listed above under the indemnification provision, the contractor agrees at all times during the term of this Contract, and beyond such term when so required, to have and keep in force the following insurance coverages, in amounts equal at least to the municipal tort liability limits of Minnesota Statutes Chapter 466 or other applicable law as currently in effect or as may be amended from time to time, unless specific dollar limits are otherwise provided herein:

(1) Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate
Products—Completed Operations Aggregate
Personal and Advertising Injury
Each Occurrence—Combined Bodily
Injury and Property Damage

(2) Workers' Compensation and Employer's Liability:

Workers' Compensation As required by Minnesota law.

Employer's Liability. Bodily injury by:
Accident—Each Accident
Disease—Policy Limit
Disease—Each Employee

(3) Professional Liability—Per Claim and Aggregate

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

### (4) Automobile Liability

contractor shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of contractor.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the contractor to determine the need for and to procure additional insurance which may be needed in connection with this contract. Copies of insurance policies shall be promptly submitted to (the contracting party/jurisdiction) upon written request.

The contractor shall not commence work until it has obtained required insurance. The certificate(s) shall name (the contracting party/jurisdiction) as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Contract.

The contractor shall furnish to (insert name of Party/jurisdiction) updated certificates during the term of this Contract as insurance policies expire. If the contractor fails to furnish proof of insurance coverages, (the contracting party/jurisdiction) may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. (the contracting party/jurisdiction) does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

Duty to Notify. The contractor shall promptly notify (the contracting party/jurisdiction) of any claim, action, cause of action or litigation brought against contractor, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. The contractor shall also notify (the contracting party/jurisdiction) whenever contractor has a reasonable basis for believing that contractor and/or its employees, officers, agents or subcontractors, and/or (the contracting party /jurisdiction) might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract."

### V. WORKER'S COMPENSATION

Each Party shall be responsible for injuries or death of its own Employees "to the extent required by law". Each Party will maintain worker's compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any worker's compensation benefits paid to its own Employee or their dependents, even if the injuries were caused wholly or partially be the negligence of any other Party or employees.

### VI. DAMAGE TO EQUIPMENT, SUPPLIES, FACILITIES

Each Party, to the extent a Party is at fault, shall be responsible for damages to or loss of its equipment, supplies and facilities while acting within the scope of this Agreement.

### VII. CHARGES TO THE REQUESTING PARTY

- A. No charges will be levied by an Assisting Party to this Agreement for Assistance rendered to a Requesting Party unless that Assistance continues for a period of more than eight (8) hours, as measured from the time Assisting Party begins to provide Assistance after being specifically directed by the Requesting Party to perform a task or tasks, or unless the Requesting Party is eligible to obtain reimbursement for expenses it incurred during this period from the United States, the State of Minnesota, or any other source. If there is some other reimbursement the Requesting Party shall take all steps necessary to seek reimbursement to the Assisting party for the actual cost of any Assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- B. If Assistance provided under this Agreement continues for more than eight (8) hours, the Assisting Party shall submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party shall reimburse the Assisting Party for that amount. Any such reimbursement request must be submitted in writing to the Requesting Party no later than ninety (90) days after the last day that the Assisting party provides the assistance.
- C. The ability to levy charges is not contingent upon the availability of federal or state government funds to reimburse the charges.

### VIII. DURATION

This Agreement will become effective as to each Party on the later of the date that the Party executes this Agreement or January 1, 2023, and shall terminate December 31, 2027, unless terminated sooner pursuant to section XI herein. Copies of the executed Agreement shall be provided to:

Hennepin County Public Health					
-					
Attention: Emergency Preparedness & Response Manager					
300 Sixth Street South, MC-W770					
Minneapolis, MN 55487					
-					
(612) 596-7064					

### IX. MERGER AND MODIFICATION

- A. The entire Agreement between the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. The matters set forth in the "WHEREAS" clause at the beginning of this Agreement and all items that are referenced or that are attached are incorporated into and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. The Parties are each bound by their own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signatures of the other Parties.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

### X. <u>WITHDRAWAL</u>

- A. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein, consistent with XVI herein. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
- C. The terms of Sections II, III, IV, V, VI, XI, and XII shall survive the expiration, termination or withdrawal from this Agreement.

### XI. <u>RECORDS – AVAILABILITY/ACCESS</u>

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that the any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, or ultimate funding sources, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

### XII. <u>DATA PRIVACY</u>

Each Party, its Employees and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

### XIII. COMPLIANCE

All Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

### XIV. EXECUTION

Each Party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

### XV. ADDITIONAL PARTIES AND COUNTERPARTS

A local government unit may become a participant in this Agreement upon execution by its governing body and the consent of all of the Parties as evidenced by formal action of their governing bodies. Each Party, at its sole discretion, may designate and authorize an agent to act on behalf of the Party with respect to granting or withholding approval of the addition of a new Party under this section.

### XVI. CONTRACT ADMINISTRATION

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Party shall designate a contact person, and provide written notice to all other Parties of the name and pertinent contact information for that Party's contact person. Parties

shall update this information in writing as needed to maintain current contact information.

### XVII. <u>DISTRIBUTION OF PROPERTY</u>

Any property belonging to or acquired by any Party shall remain the property of that Party, until and unless ownership of the property is transferred by sale, donation, or other means memorialized in writing.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

The proper county officials having signed this Agreement, the parties agree to be bound by its provisions.

COUNTY OF ANOKA STATE OF MINNESOTA			
By:			
Jonelle Hubbard, Director Public Health and Environmental Services			

Approved by Dakota County Board	COUNTY OF DAKOTA			
Res. #				
	By:			
	By:Name: Commissioner Kathleen A. Gaylord			
	Dakota County Board of Commissioners, Chair			
	Date:			
Approval as to Form	Attest:			
Approval as to Form				
Signature	By:			
	Name: Jennifer Reynolds			
Name	Sr. Administrative Coordinator to the Board			
	Date:			
Title				
Date KS #				

### **COUNTY BOARD APPROVAL**

GRANTOR, having signed this contract, and the County having duly approved this contract, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

	COUNTY OF HENNEPIN
	STATE OF MINNESOTA
	By:Chair of Its County Board
	Date:
	ATTEST: Deputy/Clerk of County Board
	Date:
	And:Assistant/Deputy/County Administrator
Reviewed by the County Attorney's Office	Date:
Assistant County Attorney	
Date:	

### **RAMSEY COUNTY**

Trista MatasCastillo, Chair		
Ramsey County Board of Commissioners		
Date:		
Mee Cheng, Chief Clerk		
Ramsey County Board of Commissioners		
Date:		
Approved as to form and insurance:		
Assistant County Attorney		
Date:		

### COUNTY OF SCOTT

AS TO FORM:
Jeanne Andersen Assistant County Attorney
Date
Michael L. Beard, Chair
Scott County Board of Commissioners
Date
ATTEST:
Lezlie Vermillion
Scott County Administrator
Date

### **WASHINGTON COUNTY**

County Board Chair	Date
Kevin Corbid	 Date
County Administrator	2440
Approved as to form:	
Assistant County Attorney	Date

### CITY OF BLOOMINGTON, MINNESOTA

DATED:	BY:		
		Tim Busse	
		Its: Mayor	
DATED:	BY:		
		James D. Verbrugge	
		Its: City Manager	
Reviewed and approved by the City Attorn	ey.		
Melissa J. Manderschied			



### City of Edina

Mayor: James Hovland	Date
City Manager: Scott Neal	

### **City of Maplewood**

Ву:		
	Marylee Abrams	
Its:	Mayor	
By:		
_	Melinda Coleman	
	City Manager	
	, ,	
Date		2022

## CITY OF MINNEAPOLIS, HEALTH DEPARTMENT 505 S. 4TH AVE. STE 520 MINNEAPOLIS, MN 55415-1321

By:
Heidi Ritchie
Interim Commissioner of Health
Date:
Countersigned:
Finance Officer or Designee
Approved as to form:
Assistant City Attorney

### Mutual aid agreement Twin Cities Public Health and Environmental Health Entities in Minnesota

CITY OF MINNETONKA	
Brad Wiersum, Mayor	_
Mike Funk City Manager	_
Mike Funk, City Manager	
Date Signed	_



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MARIA REGAN GONZALEZ

#### CITY COUNCIL

CITY MANAGER KATIE RODRIGUEZ

SEAN HAYFORD OLEARY
MARY SUPPLE
SIMON TRAUTMANN
BEN WHALEN

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

City of Richfield, Minnesota

DATED:	BY:_	

DATED:\_\_\_\_\_\_\_ BY:\_\_\_\_\_

### CITY OF WAYZATA

By:		Date:
	City Manager Jeffrey Dahl	
	<u>Jdahl@wayzata.org</u>	
By:		Date:
	Mayor Johanna Mouton	
	johannamouton@wayzata.org	

## UNIVERSITY OF MINNESOTA OFFICE OF ACADEMIC CLINICAL AFFAIRS

By:	
	Jakub Tolar, MD, PhD Dean of Medical School Vice President for Clinical Affairs Campus Public Health Officer
Date:	

AGENDA SECTION: AGENDA ITEM# **PUBLIC HEARINGS** 

5.



# STAFF REPORT NO. 148 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Rachel Lindholm, Sustainability Specialist

DEPARTMENT DIRECTOR REVIEW: Amy Markle

10/3/2022

OTHER DEPARTMENT REVIEW:

CITYMANAGER REVIEW: Katie Rodriguez

10/5/2022

### 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 October 4, 2021 to July 31, 2022.

### **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, 2022, City staff has determined the actual assessment costs of unpaid garbage collection services from October 4, 2021 - July 31, 2022 to be \$100,268.94. 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 October 4, 2021 - July 31, 2022.

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

- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 7, 2022.
- The public hearing notice was published in the official newspaper on September 22, 2022.

### C. 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.

### D. FINANCIAL IMPACT:

- The costs to be assessed for unpaid garbage collection services for private property under the organized collection system during the period October 4, 2021, through July 31, 2022, have been determined to be \$100,268.94.
- 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.

### E. <u>LEGAL CONSIDERATION:</u>

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
Unpaid Garbage Collection Assessment Resolution
Unpaid Garbage Collection Assessment Roll
Exhibit

### **RESOLUTION NO.**

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

**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 October 4, 2021 through July 31, 2022 amount to \$102,477.45.

**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.

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

- 1. Such proposed assessment roll, in the amount of \$102,477.45, 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 11, 2022. A property owner may, at any time prior to November 14, pay to the residential organized collection business 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 11th day of October, 2022.

Maria Regan Gonzalez, Mayor	

ATTEST:	
Kari Sinning, City Clerk	

Report Name: SA\_Master

City of Richfield

Printed: 10/3/2022
Page: 1

## Special Assessment Master Report S/A Number: 22029

S/A Number: 22029 Description: 22 GARBAGE COLLECTION

**Assessment Total:** \$129,455.76

Interest Rate: 5.0000Opened Date:Amortization Type: SPayment Number: 0 Of: 11st Hearing:County Admin Fee: \$0.00

1st Yr. Int. Months: 12 1st Yr. Payable: 2023 2nd Hearing: Status: Pending

Resolution Number: Levied: Sub Status:

Project Nbr: Fund: Contract Nbr: Fin Acct Nbr: Continue Calculating Deferred: Yes

Int Acct Nbr:

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	25-028-24-33-0060	6813	Cedar Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-11-0025	6345	Bloomington Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-12-0001	6214	13th Ave S		\$282.96	\$282.96	\$282.96
A	26-028-24-12-0010	6320	13th Ave S		\$372.99	\$372.99	\$372.99
A	26-028-24-12-0027	6333	12th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-12-0033	1413	62nd St E		\$261.00	\$261.00	\$261.00
A	26-028-24-12-0035	1421	62nd St E		\$261.00	\$261.00	\$261.00
A	26-028-24-12-0050	6240	Bloomington Ave S		\$261.00	\$211.00	\$211.00
A	26-028-24-12-0069	6237	14th Ave S		\$154.67	\$154.67	\$154.67
A	26-028-24-12-0081	6324	15th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-12-0083	6332	15th Ave S		\$360.99	\$360.99	\$360.99
A	26-028-24-12-0101	6312	Bloomington Ave S		\$195.04	\$195.04	\$195.04
A	26-028-24-12-0132	6221	13th Ave S		\$241.47	\$241.47	\$241.47
A	26-028-24-13-0061	6438	15th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-13-0070	6417	14th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-13-0080	6520	15th Ave S		\$204.66	\$204.66	\$204.66
A	26-028-24-13-0094	6501	14th Ave S		\$204.66	\$204.66	\$204.66
A	26-028-24-13-0132	6500	14th Ave S		\$524.43	\$524.43	\$524.43
A	26-028-24-13-0145	6515	13th Ave S		\$208.87	\$208.87	\$208.87
A	26-028-24-13-0147	6501	13th Ave S		\$360.99	\$360.99	\$360.99
A	26-028-24-14-0081	6428	16th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-14-0086	6445	Bloomington Ave S		\$204.66	\$204.66	\$204.66
A	26-028-24-14-0088	6437	Bloomington Ave S		\$369.96	\$369.96	\$369.96
A	26-028-24-14-0098	6504	16th Ave S		\$186.99	\$186.99	\$186.99
A	26-028-24-14-0099	6508	16th Ave S		\$141.48	\$141.48	\$141.48
A	26-028-24-14-0109	1528	66th St E		\$261.00	\$261.00	\$261.00

Report Name: SA\_Master Printed: 10/3/2022 Page: 2

## City of Richfield Special Assessment Master Report

**S/A Number: 22029** 

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
Α	26-028-24-14-0113	6521	Bloomington Ave S		\$255.21	\$255.21	\$255.21
Α	26-028-24-21-0014	6238	12th Ave S		\$232.83	\$232.83	\$232.83
Α	26-028-24-21-0025	6221	11th Ave S		\$261.00	\$261.00	\$261.00
Α	26-028-24-21-0030	6301	11th Ave S		\$261.00	\$261.00	\$261.00
Α	26-028-24-21-0032	6315	11th Ave S		\$332.82	\$332.82	\$332.82
Α	26-028-24-21-0034	6327	11th Ave S		\$255.21	\$255.21	\$255.21
Α	26-028-24-31-0010	6645	11th Ave S		\$304.65	\$304.65	\$304.65
A	26-028-24-31-0026	6633	10th Ave S		\$332.82	\$332.82	\$332.82
A	26-028-24-31-0027	6627	10th Ave S		\$261.00	\$261.00	\$261.00
A	26-028-24-31-0029	6615	10th Ave S		\$134.41	\$134.41	\$134.41
A	26-028-24-31-0038	6645	Elliot Ave S		\$359.90	\$359.90	\$359.90
A	26-028-24-31-0076	6714	10th Ave S		\$511.51	\$511.51	\$511.51
A	26-028-24-31-0086	6721	Elliot Ave S		\$360.99	\$360.99	\$360.99
A	26-028-24-32-0027	6631	Oakland Ave S		\$424.44	\$424.44	\$424.44
A	26-028-24-32-0067	6715	Park Ave		\$261.00	\$261.00	\$261.00
A	26-028-24-32-0085	619	67th St E		\$186.99	\$186.99	\$186.99
A	26-028-24-32-0125	626	68th St E		\$360.99	\$360.99	\$360.99
A	26-028-24-32-0132	600	68th St E		\$232.83	\$232.83	\$232.83
A	26-028-24-33-0024	6929	Park Ave		\$394.07	\$394.07	\$394.07
A	26-028-24-33-0029	6933	Columbus Ave S		\$362.31	\$362.31	\$362.31
A	26-028-24-33-0030	6932	Chicago Ave S		\$162.58	\$162.58	\$162.58
A	26-028-24-33-0056	6915	Oakland Ave S		\$294.07	\$294.07	\$294.07
Α	26-028-24-33-0118	709	68th St E		\$362.31	\$362.31	\$362.31
Α	26-028-24-34-0047	6915	10th Ave S		\$362.31	\$362.31	\$362.31
Α	26-028-24-34-0069	6815	10th Ave S		\$187.00	\$187.00	\$187.00
Α	26-028-24-34-0082	6821	Elliot Ave S		\$230.57	\$230.57	\$230.57
Α	26-028-24-34-0088	6829	Elliot Ave S		\$294.07	\$294.07	\$294.07
Α	26-028-24-34-0127	6900	Elliot Ave S		\$187.00	\$187.00	\$187.00
A	26-028-24-41-0017	6621	16th Ave S		\$177.61	\$177.61	\$177.61
A	26-028-24-42-0024	6727	15th Ave S		\$187.00	\$187.00	\$187.00
A	26-028-24-42-0033	6632	13th Ave S		\$394.07	\$394.07	\$394.07
A	26-028-24-42-0072	6647	14th Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-42-0088	6704	14th Ave S		\$294.07	\$207.07	\$207.07
A	26-028-24-42-0093	6732	14th Ave S		\$262.31	\$262.31	\$262.31
A	26-028-24-42-0113	6726	15th Ave S		\$291.17	\$291.17	\$291.17
A	26-028-24-42-0138	6627	14th Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-43-0004	6901	14th Ave S		\$212.86	\$212.86	\$212.86
A	26-028-24-43-0077	6920	13th Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-43-0080	6911	12th Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-43-0095	6935	12th Ave S		\$194.07	\$194.07	\$194.07

Report Name: SA\_Master

## City of Richfield Special Assessment Master Report

Printed: 10/3/2022

S/A Number:	22029
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<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	26-028-24-44-0056	6844	16th Ave S		\$294.07	\$294.07	\$294.07
A	26-028-24-44-0065	6900	Cedar Ave S		\$262.31	\$262.31	\$262.31
A	26-028-24-44-0076	6927	18th Ave S		\$187.00	\$187.00	\$187.00
A	26-028-24-44-0092	6927	17th Ave S		\$294.07	\$294.07	\$294.07
Α	26-028-24-44-0103	6938	17th Ave S		\$362.31	\$362.31	\$362.31
A	26-028-24-44-0116	6920	16th Ave S		\$132.86	\$132.86	\$132.86
A	27-028-24-11-0068	6320	4th Ave S		\$232.83	\$232.83	\$232.83
A	27-028-24-12-0007	6238	3rd Ave S		\$255.21	\$255.21	\$255.21
A	27-028-24-12-0013	6320	3rd Ave S		\$273.99	\$273.99	\$273.99
A	27-028-24-12-0020	6331	Nicollet Ave S		\$339.93	\$339.93	\$339.93
Α	27-028-24-12-0022	6343	Nicollet Ave S		\$629.10	\$629.10	\$629.10
Α	27-028-24-12-0031	6339	1st Ave S		\$232.83	\$232.83	\$232.83
Α	27-028-24-12-0049	6227	Stevens Ave S		\$174.00	\$174.00	\$174.00
Α	27-028-24-12-0062	6338	2nd Ave S		\$217.83	\$217.83	\$217.83
Α	27-028-24-13-0045	6438	Stevens Ave S		\$177.60	\$177.60	\$177.60
Α	27-028-24-13-0070	6509	1st Ave S		\$174.00	\$174.00	\$174.00
Α	27-028-24-14-0002	6412	Portland Ave		\$168.20	\$168.20	\$168.20
Α	27-028-24-14-0024	6428	5th Ave S		\$360.99	\$360.99	\$360.99
Α	27-028-24-14-0028	6500	Portland Ave		\$332.82	\$332.82	\$332.82
Α	27-028-24-14-0029	6508	Portland Ave		\$127.60	\$127.60	\$127.60
Α	27-028-24-14-0044	327	Apple Ln		\$261.00	\$261.00	\$261.00
Α	27-028-24-14-0053	356	Apple Ln		\$111.00	\$111.00	\$111.00
Α	27-028-24-14-0058	330	Apple Ln		\$261.00	\$261.00	\$261.00
Α	27-028-24-14-0063	6401	Clinton Ave S		\$261.00	\$261.00	\$261.00
A	27-028-24-14-0088	6539	3rd Ave S		\$232.83	\$232.83	\$232.83
A	27-028-24-21-0002	6224	Nicollet Ave S		\$257.88	\$257.88	\$257.88
A	27-028-24-21-0010	6231	Wentworth Ave		\$332.82	\$332.82	\$332.82
Α	27-028-24-21-0017	6231	Pillsbury Ave		\$234.70	\$234.70	\$234.70
Α	27-028-24-21-0055	6324	Blaisdell Ave S		\$261.00	\$261.00	\$261.00
Α	27-028-24-21-0061	5	63rd St W		\$348.00	\$348.00	\$348.00
Α	27-028-24-21-0072	6336	Nicollet Ave S		\$232.83	\$232.83	\$232.83
Α	27-028-24-21-0073	6342	Nicollet Ave S		\$369.96	\$369.96	\$369.96
Α	27-028-24-21-0075	6337	Blaisdell Ave S		\$424.44	\$424.44	\$424.44
Α	27-028-24-21-0079	6342	Blaisdell Ave S		\$177.60	\$177.60	\$177.60
Α	27-028-24-22-0016	6245	Harriet Ave		\$360.99	\$360.99	\$360.99
Α	27-028-24-22-0018	6240	Harriet Ave		\$332.82	\$332.82	\$332.82
Α	27-028-24-22-0042	6304	Pleasant Ave		\$324.89	\$324.89	\$324.89
Α	27-028-24-22-0045	6322	Pleasant Ave		\$241.48	\$241.48	\$241.48
A	27-028-24-22-0057	6237	Grand Ave		\$330.99	\$330.99	\$330.99
Α	27-028-24-22-0061	6236	Grand Ave		\$208.82	\$208.82	\$208.82

Report Name: SA\_Master City of Richfield

### City of Richfield Special Assessment Master Report S/A Number: 22029

Printed: 10/3/2022

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
Α	27-028-24-22-0063	6229	Harriet Ave		\$173.99	\$173.99	\$173.99
Α	27-028-24-22-0069	6236	Garfield Ave S		\$261.00	\$261.00	\$261.00
Α	27-028-24-22-0073	308	64th St W		\$261.00	\$261.00	\$261.00
Α	27-028-24-23-0035	6426	Pleasant Ave		\$261.00	\$261.00	\$261.00
Α	27-028-24-23-0053	415	64 1/2 St W		\$145.00	\$145.00	\$145.00
Α	27-028-24-24-0031	6414	Blaisdell Ave S		\$160.99	\$160.99	\$160.99
Α	27-028-24-24-0039	6400	Nicollet Ave S		\$323.33	\$323.33	\$323.33
Α	27-028-24-24-0044	6421	Blaisdell Ave S		\$360.99	\$360.99	\$360.99
Α	27-028-24-24-0047	6401	Blaisdell Ave S		\$232.83	\$232.83	\$232.83
A	27-028-24-31-0020	6725	Pillsbury Ave		\$294.07	\$294.07	\$294.07
A	27-028-24-31-0024	6742	Pillsbury Ave		\$187.05	\$187.05	\$187.05
A	27-028-24-33-0043	6944	Grand Ave		\$294.07	\$294.07	\$294.07
A	27-028-24-33-0063	6824	Pleasant Ave		\$294.07	\$294.07	\$294.07
A	27-028-24-33-0071	6829	Grand Ave		\$362.31	\$362.31	\$362.31
A	27-028-24-34-0049	6802	Nicollet Ave S		\$294.07	\$294.07	\$294.07
A	27-028-24-34-0050	6810	Nicollet Ave S		\$142.77	\$142.77	\$142.77
A	27-028-24-34-0095	6933	Pillsbury Ave		\$394.07	\$394.07	\$394.07
A	27-028-24-41-0010	6630	Portland Ave		\$294.07	\$294.07	\$294.07
A	27-028-24-41-0028	6620	5th Ave S		\$198.99	\$198.99	\$198.99
A	27-028-24-41-0041	6609	4th Ave S		\$294.07	\$294.07	\$294.07
A	27-028-24-41-0057	6641	Clinton Ave S		\$213.10	\$213.10	\$213.10
A	27-028-24-41-0059	6633	Clinton Ave S		\$478.23	\$478.23	\$478.23
Α	27-028-24-41-0081	6637	3rd Ave S		\$177.64	\$177.64	\$177.64
Α	27-028-24-42-0027	6725	2nd Ave S		\$182.31	\$182.31	\$182.31
Α	27-028-24-42-0048	6745	Nicollet Ave S		\$177.61	\$177.61	\$177.61
Α	27-028-24-42-0051	6727	Nicollet Ave S		\$178.23	\$178.23	\$178.23
Α	27-028-24-42-0058	6608	3rd Ave S		\$201.19	\$201.19	\$201.19
A	27-028-24-42-0060	6617	2nd Ave S		\$232.90	\$232.90	\$232.90
A	27-028-24-42-0080	6620	3rd Ave S		\$291.17	\$291.17	\$291.17
A	27-028-24-42-0087	6645	2nd Ave S		\$578.23	\$578.23	\$578.23
A	27-028-24-42-0108	6633	Nicollet Ave S		\$394.07	\$394.07	\$394.07
A	27-028-24-43-0004	136	70th St E		\$162.31	\$162.31	\$162.31
A	27-028-24-43-0012	6957	1st Ave S		\$588.14	\$588.14	\$588.14
A	27-028-24-43-0034	6838	3rd Ave S		\$362.31	\$362.31	\$362.31
A	27-028-24-43-0072	6927	Nicollet Ave S		\$250.76	\$250.76	\$250.76
A	27-028-24-43-0074	6915	Nicollet Ave S		\$294.07	\$294.07	\$294.07
A	27-028-24-43-0094	136	69th St E		\$162.61	\$162.61	\$162.61
A	27-028-24-44-0086	6938	Portland Ave		\$230.57	\$230.57	\$230.57
A	28-028-24-11-0009	6314	Aldrich Ave S		\$360.99	\$360.99	\$360.99
A	28-028-24-11-0035	6239	Dupont Ave S		\$232.83	\$232.83	\$232.83

Report Name: SA\_Master Printed: 10/3/2022

## City of Richfield Special Assessment Master Report

S/A Number: 220
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<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	28-028-24-11-0040	6301	Aldrich Ave S		\$154.57	\$154.57	\$154.57
A	28-028-24-11-0041	6300	Aldrich Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-11-0065	1000	Mildred Dr		\$261.00	\$261.00	\$261.00
A	28-028-24-11-0066	1008	Mildred Dr		\$261.00	\$261.00	\$261.00
A	28-028-24-11-0082	1020	Mildred Dr		\$345.35	\$345.35	\$345.35
A	28-028-24-11-0086	6305	Dupont Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-12-0018	6343	Girard Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-12-0022	6331	Girard Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-12-0037	6338	Girard Ave S		\$177.60	\$177.60	\$177.60
A	28-028-24-12-0042	6333	Humboldt Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-41-0020	917	66th St W		\$368.10	\$368.10	\$368.10
A	28-028-24-41-0021	921	66th St W		\$682.09	\$682.09	\$682.09
A	28-028-24-42-0014	6739	Humboldt Ave S		\$339.55	\$139.55	\$139.55
A	28-028-24-42-0033	6612	Girard Ave S		\$266.86	\$107.47	\$107.47
A	28-028-24-42-0087	6726	Emerson Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-43-0004	6839	Humboldt Ave S		\$342.36	\$242.36	\$242.36
A	28-028-24-43-0005	6845	Humboldt Ave S		\$200.05	\$200.05	\$200.05
A	28-028-24-43-0010	6809	Humboldt Ave S		\$294.07	\$294.07	\$294.07
A	28-028-24-43-0011	6801	Humboldt Ave S		\$394.07	\$394.07	\$394.07
A	29-028-24-11-0010	6211	Thomas Ave S		\$360.99	\$360.99	\$360.99
A	29-028-24-11-0024	6325	Thomas Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-11-0034	6228	Sheridan Ave S		\$168.21	\$168.21	\$168.21
A	29-028-24-11-0045	6328	Sheridan Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-11-0064	6329	Russell Ave S		\$162.00	\$162.00	\$162.00
A	29-028-24-12-0012	6314	Thomas Ave S		\$199.37	\$199.37	\$199.37
A	29-028-24-12-0053	6339	Vincent Ave S		\$332.82	\$332.82	\$332.82
A	29-028-24-12-0062	6239	Vincent Ave S		\$186.99	\$186.99	\$186.99
A	29-028-24-12-0071	6214	Vincent Ave S		\$215.31	\$215.31	\$215.31
A	29-028-24-12-0087	6215	Washburn Ave S		\$232.83	\$232.83	\$232.83
A	29-028-24-12-0103	6214	Washburn Ave S		\$186.99	\$186.99	\$186.99
A	29-028-24-12-0110	6304	Washburn Ave S		\$332.82	\$332.82	\$332.82
A	29-028-24-12-0115	6323	Xerxes Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-12-0120	6249	Xerxes Ave S		\$141.48	\$141.48	\$141.48
A	29-028-24-12-0121	6245	Xerxes Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-12-0122	6239	Xerxes Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-13-0004	2700	66th St W		\$232.83	\$232.83	\$232.83
A	29-028-24-13-0006	6408	Thomas Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-13-0022	6441	Xerxes Ave S		\$177.60	\$177.60	\$177.60
A	29-028-24-13-0023	6435	Xerxes Ave S		\$273.99	\$273.99	\$273.99
A	29-028-24-13-0029	6401	Xerxes Ave S		\$315.48	\$315.48	\$315.48

Report Name: SA\_Master **City of Richfield** Printed: 10/3/2022 **Special Assessment Master Report** 

### **S/A Number: 22029**

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	29-028-24-13-0040	6444	Upton Ave S		\$261.00	\$261.00	\$261.00
A	29-028-24-41-0043	6633	Sheridan Ave S		\$273.99	\$273.99	\$273.99
A	29-028-24-41-0064	6637	Thomas Ave S		\$232.83	\$232.83	\$232.83
A	29-028-24-41-0119	6708	Queen Ave S		\$227.92	\$227.92	\$227.92
A	29-028-24-41-0150	6737	Queen Ave S		\$173.06	\$173.06	\$173.06
A	29-028-24-42-0034	6640	Upton Ave S		\$368.10	\$368.10	\$368.10
A	29-028-24-42-0062	6620	Washburn Ave S		\$362.31	\$362.31	\$362.31
A	29-028-24-42-0081	6712	Washburn Ave S		\$262.31	\$262.31	\$262.31
A	29-028-24-42-0087	6736	Washburn Ave S		\$262.31	\$262.31	\$262.31
A	29-028-24-42-0088	6740	Washburn Ave S		\$294.07	\$294.07	\$294.07
A	29-028-24-42-0091	6741	Xerxes Ave S		\$362.31	\$362.31	\$362.31
A	29-028-24-42-0096	6721	Xerxes Ave S		\$262.31	\$262.31	\$262.31
A	29-028-24-42-0104	6708	Vincent Ave S		\$324.12	\$324.12	\$324.12
A	29-028-24-42-0121	6709	Washburn Ave S		\$266.86	\$266.86	\$266.86
A	29-028-24-43-0007	6824	Thomas Ave S		\$121.45	\$121.45	\$121.45
A	29-028-24-43-0017	6829	Upton Ave S		\$394.07	\$394.07	\$394.07
A	29-028-24-43-0030	6820	Upton Ave S		\$362.31	\$362.31	\$362.31
A	29-028-24-43-0036	6844	Upton Ave S		\$206.89	\$206.89	\$206.89
A	29-028-24-43-0038	6841	Vincent Ave S		\$362.31	\$362.31	\$362.31
A	29-028-24-43-0048	6801	Vincent Ave S		\$217.58	\$217.58	\$217.58
A	29-028-24-43-0050	6804	Vincent Ave S		\$262.31	\$262.31	\$262.31
A	29-028-24-43-0061	6845	Washburn Ave S		\$294.07	\$294.07	\$294.07
A	29-028-24-44-0039	6809	Russell Ave S		\$230.57	\$230.57	\$230.57
A	29-028-24-44-0048	6828	Russell Ave S		\$553.00	\$553.00	\$553.00
A	29-028-24-44-0058	6825	Sheridan Ave S		\$384.85	\$384.85	\$384.85
A	29-028-24-44-0065	6800	Sheridan Ave S		\$294.07	\$294.07	\$294.07
A	29-028-24-44-0069	6816	Sheridan Ave S		\$230.57	\$230.57	\$230.57
A	29-028-24-44-0073	6832	Sheridan Ave S		\$362.31	\$362.31	\$362.31
A	29-028-24-44-0113	6904	Russell Ave S		\$294.07	\$294.07	\$294.07
A	29-028-24-44-0127	6933	Sheridan Ave S		\$262.31	\$262.31	\$262.31
A	29-028-24-44-0150	6933	Russell Ave S		\$262.31	\$262.31	\$262.31
A	32-028-24-12-0012	7020	Upton Ave S		\$285.92	\$285.92	\$285.92
A	32-028-24-12-0043	7047	Xerxes Ave S		\$285.92	\$285.92	\$285.92
A	32-028-24-12-0049	2910	71st St W		\$285.92	\$285.92	\$285.92
A	32-028-24-13-0070	3020	74th St W		\$182.38	\$182.38	\$182.38
A	32-028-24-14-0006	7200	Penn Ave S		\$257.75	\$257.75	\$257.75
A	32-028-24-41-0018	7439	Thomas Ave S		\$155.32	\$155.32	\$155.32
A	32-028-24-42-0044	7427	Vincent Ave S		\$285.92	\$285.92	\$285.92
A	32-028-24-43-0031	7633	Vincent Ave S		\$285.92	\$184.15	\$184.15
A	32-028-24-43-0044	2956	Washburn Cir		\$294.00	\$294.00	\$294.00

Report Name: SA\_Master

City of Richfield

## Special Assessment Master Report

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**S/A Number: 22029** 

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
Α	32-028-24-44-0009	7626	Sheridan Ave S		\$227.91	\$227.91	\$227.91
Α	33-028-24-13-0087	7347	Emerson Ave S		\$385.92	\$385.92	\$385.92
A	33-028-24-14-0007	7344	Lyndale Ave S		\$285.92	\$285.92	\$285.92
A	33-028-24-14-0075	7309	Dupont Ave S		\$285.92	\$285.92	\$285.92
Α	33-028-24-14-0081	7228	Lyndale Ave S		\$252.77	\$252.77	\$252.77
A	33-028-24-14-0101	7201	Oak Grove Blvd		\$397.92	\$397.92	\$397.92
A	33-028-24-21-0091	7145	Knox Ave S		\$378.67	\$378.67	\$378.67
A	33-028-24-21-0098	7114	Knox Ave S		\$172.97	\$172.97	\$172.97
A	33-028-24-22-0056	7020	Oliver Ave S		\$390.95	\$390.95	\$390.95
Α	33-028-24-23-0098	7335	Penn Ave S		\$285.92	\$285.92	\$285.92
Α	33-028-24-23-0099	7329	Penn Ave S		\$285.92	\$285.92	\$285.92
Α	33-028-24-24-0044	7315	Logan Ave S		\$454.81	\$454.81	\$454.81
Α	33-028-24-32-0009	7509	Morgan Ave S		\$357.75	\$357.75	\$357.75
Α	33-028-24-41-0109	7516	Bryant Ave S		\$295.92	\$295.92	\$295.92
Α	33-028-24-41-0111	7524	Bryant Ave S		\$285.92	\$285.92	\$285.92
Α	33-028-24-41-0165	7521	Aldrich Ave S		\$357.75	\$357.75	\$357.75
Α	33-028-24-42-0111	7529	Fremont Ave S		\$185.92	\$185.92	\$185.92
Α	33-028-24-44-0007	7639	Colfax Ave S		\$295.92	\$295.92	\$295.92
Α	34-028-24-11-0009	7121	4th Ave S		\$204.34	\$204.34	\$204.34
Α	34-028-24-11-0039	7114	4th Ave S		\$324.58	\$324.58	\$324.58
Α	34-028-24-11-0043	7138	4th Ave S		\$397.19	\$397.19	\$397.19
Α	34-028-24-11-0045	7145	Clinton Ave S		\$104.62	\$104.62	\$104.62
Α	34-028-24-11-0073	7016	Portland Ave		\$385.92	\$385.92	\$385.92
Α	34-028-24-12-0094	7104	1st Ave S		\$134.15	\$134.15	\$134.15
Α	34-028-24-12-0102	7140	1st Ave S		\$193.77	\$193.77	\$193.77
Α	34-028-24-13-0014	7315	Nicollet Ave S		\$285.92	\$285.92	\$285.92
Α	34-028-24-13-0036	7344	Stevens Ave S		\$205.77	\$205.77	\$205.77
Α	34-028-24-13-0048	7325	Nicollet Ave S		\$242.01	\$242.01	\$242.01
Α	34-028-24-13-0107	7221	1st Ave S		\$285.92	\$285.92	\$285.92
Α	34-028-24-13-0138	7204	3rd Ave S		\$198.77	\$198.77	\$198.77
Α	34-028-24-14-0032	7321	5th Ave S		\$282.88	\$282.88	\$282.88
Α	34-028-24-14-0045	7336	5th Ave S		\$285.92	\$285.92	\$285.92
Α	34-028-24-14-0101	7305	3rd Ave S		\$179.58	\$179.58	\$179.58
Α	34-028-24-14-0118	7221	Clinton Ave S		\$157.75	\$157.75	\$157.75
A	34-028-24-22-0021	505	70th St W		\$100.88	\$100.88	\$100.88
A	34-028-24-22-0080	7105	Garfield Ave S		\$285.92	\$285.92	\$285.92
A	34-028-24-23-0021	7204	Pleasant Ave		\$191.77	\$191.77	\$191.77
A	34-028-24-23-0037	7221	Grand Ave		\$206.61	\$206.61	\$206.61
A	34-028-24-23-0055	7237	Harriet Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-23-0064	7200	Harriet Ave		\$285.92	\$285.92	\$285.92

Report Name: SA\_Master Printed: 10/3/2022

## City of Richfield Special Assessment Master Report

S/A Number: 22
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<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	34-028-24-23-0066	7212	Harriet Ave		\$385.92	\$385.92	\$385.92
A	34-028-24-23-0069	7228	Harriet Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-23-0137	7309	Harriet Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-23-0152	7332	Pleasant Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-24-0051	215	72nd St W		\$447.49	\$447.49	\$447.49
A	34-028-24-31-0007	7438	Nicollet Ave S		\$217.93	\$217.93	\$217.93
A	34-028-24-31-0010	7437	Blaisdell Ave S		\$385.92	\$385.92	\$385.92
A	34-028-24-31-0108	7521	Wentworth Ave		\$203.62	\$203.62	\$203.62
A	34-028-24-31-0119	7545	Blaisdell Ave S		\$285.92	\$285.92	\$285.92
A	34-028-24-32-0005	401	74th St W		\$285.92	\$285.92	\$285.92
A	34-028-24-33-0033	7600	Grand Ave		\$132.36	\$132.36	\$132.36
A	34-028-24-34-0020	7626	Blaisdell Ave S		\$285.92	\$285.92	\$285.92
A	28-028-24-13-0034	6537	Girard Ave S		\$785.43	\$261.00	\$261.00
A	28-028-24-13-0052	6400	Emerson Ave S		\$313.62	\$313.62	\$313.62
A	28-028-24-13-0058	6424	Emerson Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-13-0061	6436	Emerson Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-13-0069	6508	Emerson Ave S		\$155.22	\$155.22	\$155.22
A	28-028-24-21-0035	6244	Irving Ave S		\$261.00	\$261.00	\$261.00
Α	28-028-24-21-0037	6239	James Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-21-0055	6239	Logan Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-21-0087	6301	James Ave S		\$255.21	\$255.21	\$255.21
A	28-028-24-21-0101	6309	Knox Ave S		\$186.99	\$186.99	\$186.99
A	28-028-24-21-0112	6335	Logan Ave S		\$332.82	\$332.82	\$332.82
A	28-028-24-22-0068	6310	Logan Ave S		\$204.66	\$204.66	\$204.66
A	28-028-24-22-0069	6316	Logan Ave S		\$177.60	\$177.60	\$177.60
A	28-028-24-22-0075	6327	Morgan Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-22-0087	6324	Morgan Ave S		\$273.99	\$273.99	\$273.99
A	28-028-24-22-0097	6315	Newton Ave S		\$204.66	\$204.66	\$204.66
A	28-028-24-22-0101	6300	Newton Ave S		\$106.82	\$106.82	\$106.82
A	28-028-24-22-0110	6337	Oliver Ave S		\$304.65	\$104.65	\$104.65
A	28-028-24-22-0122	6320	Oliver Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-23-0035	6439	Morgan Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-23-0069	6428	Newton Ave S		\$195.34	\$195.34	\$195.34
A	28-028-24-23-0086	6520	Newton Ave S		\$332.82	\$332.82	\$332.82
A	28-028-24-23-0110	6529	Newton Ave S		\$186.99	\$186.99	\$186.99
A	28-028-24-24-0008	6434	Humboldt Ave S		\$232.83	\$232.83	\$232.83
A	28-028-24-24-0027	6428	Irving Ave S		\$155.22	\$155.22	\$155.22
A	28-028-24-24-0029	6438	Irving Ave S		\$286.00	\$286.00	\$286.00
A	28-028-24-24-0036	6421	James Ave S		\$189.60	\$189.60	\$189.60
A	28-028-24-24-0058	6405	Knox Ave S		\$104.84	\$104.84	\$104.84

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## City of Richfield Special Assessment Master Report

S/A Number: 220
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<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	28-028-24-24-0060	6400	Knox Ave S		\$261.00	\$261.00	\$261.00
A	28-028-24-24-0079	6401	Logan Ave S		\$107.30	\$107.30	\$107.30
A	28-028-24-24-0119	1600	66th St W		\$360.99	\$360.99	\$360.99
A	28-028-24-24-0122	6531	James Ave S		\$332.82	\$332.82	\$332.82
A	28-028-24-24-0141	1520	66th St W		\$261.00	\$261.00	\$261.00
A	28-028-24-24-0144	6519	Irving Ave S		\$177.60	\$177.60	\$177.60
A	28-028-24-31-0028	6638	Irving Ave S		\$394.07	\$394.07	\$394.07
A	28-028-24-32-0067	6700	Oliver Ave S		\$187.05	\$187.05	\$187.05
A	28-028-24-33-0031	6837	Oliver Ave S		\$669.66	\$169.66	\$169.66
A	28-028-24-33-0099	6923	Newton Ave S		\$177.61	\$177.61	\$177.61
A	28-028-24-33-0115	6939	Morgan Ave S		\$187.00	\$187.00	\$187.00
A	28-028-24-34-0026	6804	James Ave S		\$325.97	\$325.97	\$325.97
A	28-028-24-34-0111	6816	James Ave S		\$266.86	\$266.86	\$266.86
A	28-028-24-34-0118	6838	Knox Ave S		\$371.34	\$371.34	\$371.34
A	28-028-24-34-0127	6928	Knox Ave S		\$187.05	\$187.05	\$187.05
A	28-028-24-34-0129	6901	Logan Ave S		\$187.00	\$187.00	\$187.00
A	28-028-24-34-0138	6940	Irving Ave S		\$294.07	\$294.07	\$294.07
A	28-028-24-34-0144	6912	Humboldt Ave S		\$261.00	\$261.00	\$261.00
A	34-028-24-34-0045	7615	Pillsbury Ave		\$192.29	\$192.29	\$192.29
A	34-028-24-34-0068	7614	Pillsbury Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-41-0006	7424	Portland Ave		\$182.38	\$182.38	\$182.38
A	34-028-24-41-0007	7428	Portland Ave		\$285.92	\$285.92	\$285.92
A	34-028-24-41-0018	7508	Portland Ave		\$257.75	\$257.75	\$257.75
A	34-028-24-41-0052	7410	4th Ave S		\$179.99	\$179.99	\$179.99
A	34-028-24-41-0116	7544	4th Ave S		\$393.02	\$393.02	\$393.02
A	34-028-24-41-0132	7527	3rd Ave S		\$385.92	\$385.92	\$385.92
A	34-028-24-41-0137	7412	4th Ave S		\$385.92	\$385.92	\$385.92
A	34-028-24-43-0015	7639	2nd Ave S		\$285.92	\$285.92	\$285.92
A	34-028-24-43-0018	7621	2nd Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-11-0027	7025	18th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-11-0046	7008	17th Ave S		\$198.77	\$198.77	\$198.77
A	35-028-24-11-0049	7026	17th Ave S		\$197.00	\$197.00	\$197.00
Α	35-028-24-11-0076	7021	Bloomington Ave S		\$174.99	\$174.99	\$174.99
A	35-028-24-12-0012	7027	12th Ave S		\$201.59	\$201.59	\$201.59
A	35-028-24-12-0104	7025	15th Ave S		\$122.98	\$122.98	\$122.98
A	35-028-24-12-0115	7028	15th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-13-0009	7238	Bloomington Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-13-0041	7238	15th Ave S		\$282.82	\$282.82	\$282.82
A	35-028-24-14-0027	7244	17th Ave S		\$357.75	\$357.75	\$357.75
A	35-028-24-14-0062	7235	18th Ave S		\$161.42	\$161.42	\$161.42

**City of Richfield** Report Name: SA\_Master Printed: 10/3/2022 Page: 10

## **Special Assessment Master Report**

**S/A Number: 22029** 

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	35-028-24-14-0063	7243	18th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-14-0065	7204	18th Ave S		\$204.04	\$204.04	\$204.04
A	35-028-24-14-0092	7320	17th Ave S		\$385.92	\$385.92	\$385.92
A	35-028-24-14-0100	7320	18th Ave S		\$357.75	\$357.75	\$357.75
A	35-028-24-14-0104	7338	18th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-22-0022	7021	Park Ave		\$421.19	\$421.19	\$421.19
A	35-028-24-22-0116	7020	Chicago Ave S		\$191.91	\$191.91	\$191.91
A	35-028-24-23-0073	7200	Columbus Ave S		\$385.92	\$385.92	\$385.92
A	35-028-24-23-0098	7239	Oakland Ave S		\$243.88	\$243.88	\$243.88
A	35-028-24-24-0011	7233	11th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-24-0060	7227	10th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-24-0089	7345	Elliot Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-31-0007	7438	12th Ave S		\$304.71	\$304.71	\$304.71
A	35-028-24-31-0112	7401	Elliot Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-32-0062	7509	Oakland Ave S		\$260.97	\$260.97	\$260.97
A	35-028-24-33-0011	7605	Park Ave		\$182.61	\$182.61	\$182.61
A	35-028-24-33-0030	7629	Oakland Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-33-0040	7620	Oakland Ave S		\$229.58	\$229.58	\$229.58
A	35-028-24-34-0018	7627	11th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-41-0011	7408	Cedar Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-41-0015	7405	16th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-41-0040	7533	16th Ave S		\$188.77	\$188.77	\$188.77
A	35-028-24-41-0093	7509	16th Ave S		\$285.92	\$285.92	\$285.92
A	35-028-24-42-0049	7438	13th Ave S		\$177.92	\$177.92	\$177.92
A	35-028-24-42-0056	7415	12th Ave S		\$196.01	\$196.01	\$196.01
A	35-028-24-42-0088	7515	15th Ave S		\$146.44	\$146.44	\$146.44
A	35-028-24-44-0027	7633	Bloomington Ave S		\$398.47	\$112.55	\$112.55
A	28-028-24-12-0057	6319	Girard Ave S		\$155.22	\$155.22	\$155.22
A	28-028-24-34-0146	6920	Humboldt Ave S		\$176.84	\$176.84	\$176.84
A	34-028-24-34-0029	7615	Wentworth Ave		\$385.92	\$385.92	\$385.92
A	35-028-24-34-0039	7600	10th Ave S		\$285.92	\$285.92	\$285.92
	A Count: 377			A Total:	\$102,477.45	\$100,268.94	\$100,268.94

**Total Count: 377 Grand Total:** \$102,477.45 \$100,268.94 \$100,268.94

AGENDA SECTION: AGENDA ITEM# **PUBLIC HEARINGS** 

6.



### STAFF REPORT NO. 149 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director

10/4/2022

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

Public hearing and consider resolutions adopting the annual Interstate/Lyndale/Nicollet (ILN) Project Area assessment and proposed work for 2023.

### **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 2021.
- 2. Adopt a resolution ordering the undertaking of the current service project within the ILN Project Area for 2023.

### **BASIS OF RECOMMENDATION:**

#### A. HISTORICAL CONTEXT

- City staff has determined the actual assessment costs of current services for 2021 for this area to be \$51.161.92.
- The estimate for 2023 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. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- 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 2021.
- 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 one of the two churches in the area, would be 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 7, 2022.
- The public hearing notice was published in the official newspaper on September 22, 2022.

### C. 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.

### D. 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 2003-2021 are:

<u>Year</u>	<b>Estimate</b>	<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

### E. **LEGAL CONSIDERATION:**

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

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

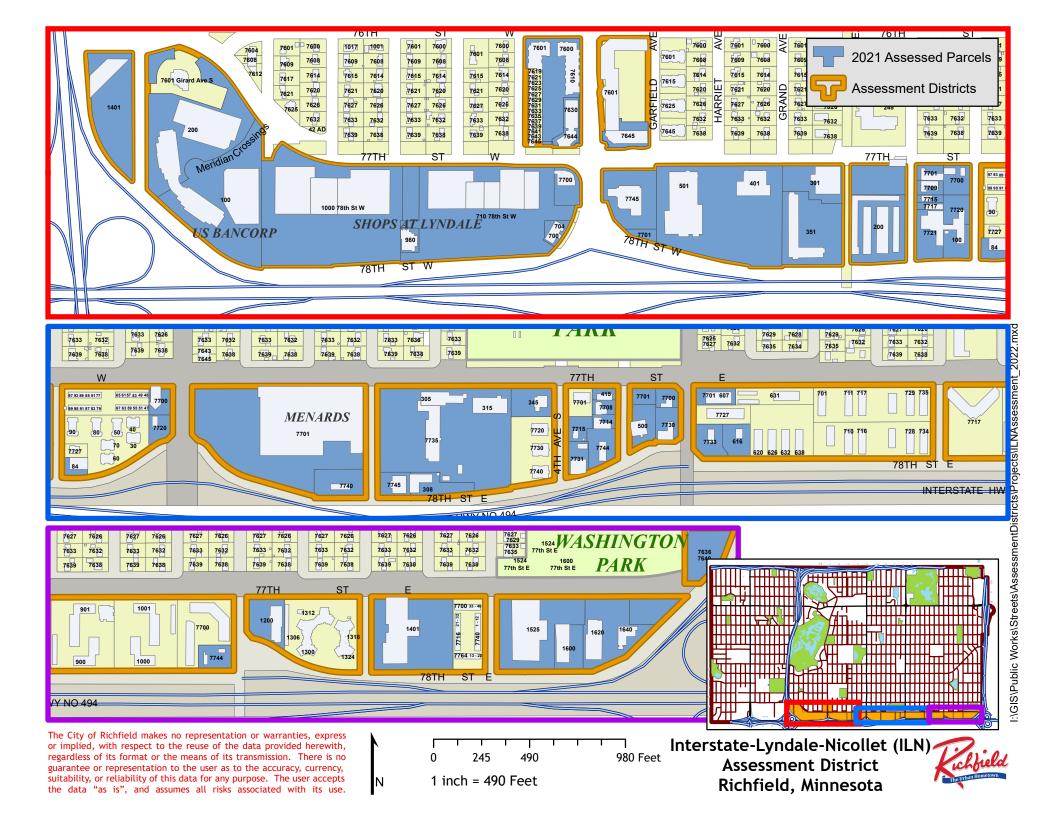
None

### PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

### **ATTACHMENTS:**

	Description	Type
D	ILN Assessment Map	Exhibit
D	Assessment Roll	Exhibit
D	2021 ILN Resolution	Resolution Letter
D	2023 ILN Work Authorized	Resolution Letter



Report Name: SA\_Master

City of Richfield

Printed: 10/3/2022
Page: 1

## Special Assessment Master Report S/A Number: 22022

S/A Number: 22022 Description: 2022 77TH ST MTCE

**Assessment Total:** \$53,675.65

Interest Rate: 5.0000Opened Date:Amortization Type: SPayment Number: 0 Of: 11st Hearing:County Admin Fee: \$0.00

1st Yr. Int. Months: 12 1st Yr. Payable: 2023 2nd Hearing: Status: Pending

Resolution Number: Levied: Sub Status:

Project Nbr: Fund: Contract Nbr: Fin Acct Nbr: Continue Calculating Deferred: Yes

Int Acct Nbr:

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	33-028-24-43-0019	1401	76th St W		\$1,410.57	\$1,410.57	\$1,410.57
A	33-028-24-43-0049	2	Meridian Crossings		\$2,482.36	\$2,482.36	\$2,482.36
A	33-028-24-43-0050	1	Meridian Crossings		\$2,743.80	\$2,743.80	\$2,743.80
A	33-028-24-44-0112		WEST 77TH STREET & LYNDALE AVENU	I	\$1,177.61	\$1,177.61	\$1,177.61
A	33-028-24-44-0114		Lyndale Ave S & W 76 1/2 STREET		\$13.20	\$13.20	\$13.20
A	33-028-24-44-0128		W 77TH STREET & Aldrich Ave S		\$9.48	\$9.48	\$9.48
A	33-028-24-44-0129		W 77TH STREET & LYNDALE AVENUE		\$0.87	\$0.87	\$0.87
A	34-028-24-33-0081	7745	Lyndale Ave S		\$921.96	\$921.96	\$921.96
A	34-028-24-33-0082	7701	Lyndale Ave S		\$84.10	\$84.10	\$84.10
A	34-028-24-33-0150	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-33-0151	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-33-0152	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-33-0153	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-33-0154	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-33-0155	7645	Lyndale Ave S		\$319.62	\$319.62	\$319.62
A	34-028-24-34-0001	84	78th St W		\$181.86	\$181.86	\$181.86
A	34-028-24-34-0053	200	78th St W		\$1,180.14	\$1,180.14	\$1,180.14
A	34-028-24-34-0054	7700	Wentworth Ave		\$254.80	\$254.80	\$254.80
A	34-028-24-34-0056	100	78th St W		\$293.41	\$293.41	\$293.41
A	34-028-24-34-0057	7721	Pillsbury Ave		\$427.15	\$427.15	\$427.15
A	34-028-24-34-0058	7715	Pillsbury Ave		\$68.12	\$68.12	\$68.12
A	34-028-24-34-0059	7717	Pillsbury Ave		\$59.61	\$59.61	\$59.61
A	34-028-24-34-0061	7701	Pillsbury Ave		\$127.94	\$127.94	\$127.94
A	34-028-24-34-0065	7700	Nicollet Ave S		\$235.92	\$235.92	\$235.92
A	34-028-24-34-0066	7720	Nicollet Ave S		\$223.55	\$223.55	\$223.55
A	34-028-24-44-0006	7700	Portland Ave		\$181.91	\$181.91	\$181.91

**City of Richfield** Report Name: SA\_Master Printed: 10/3/2022

## **Special Assessment Master Report**

Page: 2

S/A	Number:	22022
	INMITTALE	

<u>St</u>	<b>Property ID</b>	<b>House</b>	Street Name	<u>Unit</u>	Orig Assessment	<b>Total Assessment</b>	Payoff Amt Closed Desc
A	34-028-24-44-0007	7730	Portland Ave		\$292.33	\$292.33	\$292.33
A	34-028-24-44-0023	500	78th St E		\$370.00	\$370.00	\$370.00
A	34-028-24-44-0024	7708	5th Ave S		\$128.74	\$128.74	\$128.74
A	34-028-24-44-0025	7714	5th Ave S		\$128.17	\$128.17	\$128.17
A	34-028-24-44-0027	7701	5th Ave S		\$168.04	\$168.04	\$168.04
A	34-028-24-44-0028	415	77th St E		\$126.87	\$126.87	\$126.87
A	34-028-24-44-0029	7731	4th Ave S		\$263.90	\$263.90	\$263.90
A	34-028-24-44-0030	7715	4th Ave S		\$202.30	\$202.30	\$202.30
A	34-028-24-44-0032	345	77th St E		\$461.18	\$461.18	\$461.18
A	34-028-24-44-0036	305	77th St E		\$4,335.84	\$4,335.84	\$4,335.84
A	35-028-24-33-0006	7701	Portland Ave		\$284.58	\$284.58	\$284.58
A	35-028-24-33-0008	7733	Portland Ave		\$344.38	\$344.38	\$344.38
A	35-028-24-34-0002	1120	78th St E		\$313.80	\$313.80	\$313.80
A	35-028-24-43-0008	1200	78th St E		\$593.27	\$593.27	\$593.27
A	33-028-24-44-0110	7610	Lyndale Ave S	200	\$1,177.61	\$1,177.61	\$1,177.61
A	33-028-24-44-0113	7630	Lyndale Ave S		\$156.24	\$156.24	\$156.24
A	33-028-24-44-0115	7644	Lyndale Ave S		\$123.74	\$123.74	\$123.74
A	33-028-24-44-0231	1000	78th St W		\$4,743.63	\$4,743.63	\$4,743.63
A	33-028-24-44-0232	710	78th St W		\$4,127.54	\$4,127.54	\$4,127.54
A	33-028-24-44-0234	704	78th St W		\$153.71	\$153.71	\$153.71
A	33-028-24-44-0235	980	78th St W		\$151.64	\$151.64	\$151.64
A	33-028-24-44-0236				\$296.96	\$296.96	\$296.96
A	34-028-24-33-0087	301	77th St W		\$619.79	\$619.79	\$619.79
A	34-028-24-33-0088	351	77th St W		\$1,327.16	\$1,327.16	\$1,327.16
A	34-028-24-33-0156	401	77th St W		\$3,796.76	\$3,796.76	\$3,796.76
A	34-028-24-34-0055	7720	Wentworth Ave		\$254.61	\$254.61	\$254.61
A	34-028-24-34-0060	7709	Pillsbury Ave		\$127.92	\$127.92	\$127.92
A	34-028-24-43-0005	7740	2nd Ave S		\$510.89	\$510.89	\$510.89
A	34-028-24-43-0077	7745	2nd Ave S		\$291.76	\$291.76	\$291.76
A	34-028-24-43-0078	7701	Nicollet Ave S		\$5,168.10	\$5,168.10	\$5,168.10
A	34-028-24-44-0031	7744	5th Ave S		\$388.87	\$388.87	\$388.87
A	34-028-24-44-0037	308	78th St E		\$409.90	\$409.90	\$409.90
A	35-028-24-33-0009	616	78th St E		\$315.43	\$315.43	\$315.43
A	35-028-24-43-0077				\$2,077.73	\$2,077.73	\$2,077.73
A	35-028-24-44-0010	1525	77th St E		\$1,754.08	\$1,754.08	\$1,754.08
A	35-028-24-44-0033	1620	78th St E		\$1,178.37	\$1,178.37	\$1,178.37
	A Count: 62			A Total:	\$51,161.92	\$51,161.92	\$51,161.92
To	tal Count: 62		Cı	rand Totals	\$51 161 92	\$51 161 92	\$51 161 92

**Total Count: 62** Grand Total: \$51,161.92 \$51,161.92 \$51,161.92

### **RESOLUTION NO.**

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

**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 \$51,161.92 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 2023 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 by November 11, 2022. A property owner may, at any time prior to November 14, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which 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 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

### **RESOLUTION NO.**

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

**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 11, 2022, at which time all interested parties desiring to be heard were given an opportunity to be heard.

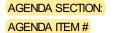
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Richfield, Minnesota as follows:

- 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 one of 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, 2023, through December 31, 2023. 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 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	



PUBLIC HEARINGS

7.



# STAFF REPORT NO. 153 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Kumud Verma, Finance Manager

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/10/2022

### 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 2022 Utility billing charges are \$438,811.43, compared to \$423,995.06 at the same time last year.

In 2021, the City ultimately certified \$310,101.91 due to some property owners paying their delinquent bill prior to the November 15, 2021 deadline.

#### False Alarms:

The pending delinquent 2022 charges are \$2,700.00 compared to prior year's amount of \$1,100.00 at the same time last year.

### **Public Health or Safety Hazards:**

The pending delinquent 2022 charges are \$15,136.00, compared to \$1,500.00 at the same time last year.

#### Weed Eradication:

The pending delinquent 2022 charges are \$500, compared to \$1,560.00 at the same time last year.

### Vacant Property:

The pending delinquent 2022 fees are \$1,550.00, compared to \$2,900.00 at the same time last year.

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

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.

A First Notice of Certification to Property Taxes was mailed on August 24, 2022 to Richfield property owners with delinquent accounts.

A final notice was mailed on September 20, 2022.

Notice of certification was published in the Sun Current on September 29, 2022.

### C. CRITICAL TIMING ISSUES:

To prepay the delinquent amount and avoid certification, the entire past due amount must be paid by November 1, 2022.

### D. FINANCIAL IMPACT:

### **Utility Billing:**

The pending delinquent 2022 utility charges total \$438,811.43 for 726 accounts.

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

### False Alarms:

The pending delinquent 2022 charges are \$2,700.00

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 2022 charges are \$15,136.00.

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

### Weed Eradication:

The pending delinquent 2022 amount for weed eradication from private property is \$500.00.

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

### **Vacant Property:**

The pending delinquent 2022 amount for vacant property registration fees is \$1,550.00.

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	Туре
D	Resolution	Resolution Letter
ם	False Alarm, Weed Eradication, Public Health Hazard, and Vacant Property Assessment Roll	Backup Material
D	Utility Billing Assessment Roll	Backup Material

RESOLUTION NO	)_
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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 1, 2022.

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 11<sup>th</sup> 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 R	ichfield, Minnesota, this 11th day of October, 2022
ATTEST:	Maria Regan Gonzalez, Mayor
Kari Sinning, City Clerk	

## 2022 Pending Assessments for False Alarms, Public Health Hazard, Weed Eradication, and Vacant Property Registration Fees

### **False Alarms**

Property Address	Property ID	Tot	al
500 78th Street E	34-028-24-44-0023	\$	100.00
7714 5th Ave S	34-028-24-44-0025	\$	100.00
7034 Cedar Ave S	35-028-24-11-0010	\$	300.00
6645 Penn Ave S	28-028-24-32-0062	\$	100.00
6800 Penn Ave S	29-028-24-44-0009	\$	100.00
6245 Lyndale Ave S	27-028-24-22-0002	\$	100.00
6445 Nicollet Ave S	27-028-24-13-0001	\$	100.00
1700 78th Street W	33-028-24-34-0012	\$	100.00
7132 Portland Ave S	34-028-24-14-0077	\$	200.00
7226 Cedar Ave S	35-028-24-14-0077	\$	200.00
6501 Richfield Parkway	26-028-24-14-0133	\$	300.00
6501 Nicollet Ave S	27-028-24-13-0116	\$	100.00
1000 78th Street W	33-028-24-44-0231	\$	100.00
3016 66th Street W	29-028-24-13-0082	\$	800.00
		\$	2,700.00

### **Weed Eradication**

Property Address	Property ID	Tota	<u> </u>
6244 Portland Ave S	27-028-24-11-0007	\$	125.00
6525 Penn Ave S	28-028-24-23-0022	\$	125.00
7320 18th Ave S	35-028-24-14-0100	\$	125.00
7227 10th Ave S	35-028-24-24-0060	\$	125.00
		\$	500.00

### **Public Health Hazard**

Property Address	Property ID	Total	
7415 12th Ave S	35-028-24-42-0056	\$ 14,171.00	)
7308 Oakland Ave S	35-028-24-23-0054	\$ 300.00	)
6801 11th Ave S	26-028-24-34-0003	\$ 120.00	)
7212 Harriet Ave S	34-028-24-23-0066	\$ 180.00	)
7309 Harriet Ave S	34-028-24-23-0137	\$ 365.00	)
		\$ 15,136.00	)

### **Vacant Property Registration Fees**

Property Address	Property ID		Total	
6525 Penn Ave S	28-028-24-23-0022	\$	525.00	
2910 71st Street W	32-028-24-12-0049	\$	325.00	
7309 Dupont Ave S	33-028-24-14-0075	\$	375.00	
7145 12th Ave S	35-028-24-12-0025	\$	325.00	
		\$	1,550.00	

0121669080         6908 RUSSELL AVE S         \$10.37           0137128080         2808 71ST ST W         \$12.50           0141076330         7633 XERXES AVE S         \$15.00           0132566040         6604 IRVING AVE S         \$15.38           0121368170         6817 UPTON AVE S         \$16.05           0242772040         7204 1ST AVE S         \$19.35           0222766380         6638 1ST AVE S         \$25.90           0136720170         2017 67TH ST W         \$26.04           0237405230         523 74TH ST W         \$26.46           0332473200         7320 17TH AVE S         \$26.53           0332572380         7238 18TH AVE S         \$27.05           0341276280         7628 PARK AVE S         \$27.57           0341276280         7628 PARK AVE S         \$27.57           0322367140         6714 16TH AVE S         \$28.25           0222069260         6926 HARRIET AVE S         \$28.25           0111463250         6325 THOMAS AVE S         \$28.38           0237405210         521 74TH ST W         \$30.64           0211364160         6416 EMERSON AVE S         \$30.70           0111363390         6339 UPTON AVE S         \$31.72           03216508250         825 65TH	0224575450	ZEAE COLEAN ANE C	67.20
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0222069260         6926 HARRIET AVE S         \$28.25           0111463250         6325 THOMAS AVE S         \$28.38           0237405210         521 74TH ST W         \$30.64           0211364160         6416 EMERSON AVE S         \$30.70           0111363390         6339 UPTON AVE S         \$31.72           0321466330         6633 CHICAGO AVE S         \$32.39           0216508250         825 65TH ST W         \$34.76           0331370000         7000 COLUMBUS AVE S         \$35.69           0341975320         7532 13TH AVE S         \$36.62           0232769150         6915 1ST AVE S         \$36.72           0326608171         817 66TH ST E         \$37.28           0222866080         6608 STEVENS AVE S         \$40.67           0322067250         6725 14TH AVE S         \$42.38           0210263542         6354 LYNDALE AVE S W202         \$42.84           0326806260         626 68TH ST E         \$44.39           0341972010         7201 OLIVER AVE S         \$44.92           0311065080         6508 PORTLAND AVE S         \$48.60           0216504040         404 65TH ST W         \$49.84           012667200         2720 66TH ST W         \$50.20           0342274350 <td< td=""><td></td><td></td><td></td></td<>			
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0237405210       521 74TH ST W       \$30.64         0211364160       6416 EMERSON AVE S       \$30.70         0111363390       6339 UPTON AVE S       \$31.72         0321466330       6633 CHICAGO AVE S       \$32.39         0216508250       825 65TH ST W       \$34.76         0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$55.50         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORT			
0211364160       6416 EMERSON AVE S       \$30.70         0111363390       6339 UPTON AVE S       \$31.72         0321466330       6633 CHICAGO AVE S       \$32.39         0216508250       825 65TH ST W       \$34.76         0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$50.20         0342574150       7435 BLOOMINGTON AVE S       \$56.51         0342274350       6530 BLOOMINGTON AVE S       \$61.02         0242873440			·
0111363390       6339 UPTON AVE S       \$31.72         0321466330       6633 CHICAGO AVE S       \$32.39         0216508250       825 65TH ST W       \$34.76         0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$55.65         0342265300 <td< td=""><td></td><td></td><td></td></td<>			
0321466330       6633 CHICAGO AVE S       \$32.39         0216508250       825 65TH ST W       \$34.76         0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$56.51         0342274350       7638 BLOOMINGTON AVE S       \$61.12         0212263370 <t< td=""><td>0211364160</td><td>6416 EMERSON AVE S</td><td>\$30.70</td></t<>	0211364160	6416 EMERSON AVE S	\$30.70
0216508250       825 65TH ST W       \$34.76         0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$66.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.48         0211365360       <	0111363390	6339 UPTON AVE S	\$31.72
0331370000       7000 COLUMBUS AVE S       \$35.69         0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$66.90         0233175140	0321466330	6633 CHICAGO AVE S	\$32.39
0341975320       7532 13TH AVE S       \$36.62         0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.60         0216504040       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140	0216508250	825 65TH ST W	\$34.76
0232769150       6915 1ST AVE S       \$36.72         0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$56.51         0242873440       7344 STEVENS AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140	0331370000	7000 COLUMBUS AVE S	\$35.69
0326608171       817 66TH ST E       \$37.28         0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0341975320	7532 13TH AVE S	\$36.62
0222866080       6608 STEVENS AVE S       \$40.67         0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.02         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0232769150	6915 1ST AVE S	\$36.72
0322067250       6725 14TH AVE S       \$42.38         0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0326608171	817 66TH ST E	\$37.28
0210263542       6354 LYNDALE AVE S W202       \$42.84         0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0222866080	6608 STEVENS AVE S	\$40.67
0326806260       626 68TH ST E       \$44.39         0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0322067250	6725 14TH AVE S	\$42.38
0141972010       7201 OLIVER AVE S       \$44.92         0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0210263542	6354 LYNDALE AVE S W202	\$42.84
0311065080       6508 PORTLAND AVE S       \$48.16         0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0326806260	626 68TH ST E	\$44.39
0322069110       6911 14TH AVE S       \$48.60         0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0141972010	7201 OLIVER AVE S	
0216504040       404 65TH ST W       \$49.84         0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0311065080	6508 PORTLAND AVE S	\$48.16
0126627200       2720 66TH ST W       \$50.00         0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0322069110	6911 14TH AVE S	\$48.60
0242673030       7303 NICOLLET AVE S       \$50.20         0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0216504040	404 65TH ST W	\$49.84
0342574150       7415 18TH AVE S       \$51.66         0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0126627200	2720 66TH ST W	\$50.00
0316615360       1536 66TH ST E       \$53.40         0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0242673030	7303 NICOLLET AVE S	\$50.20
0321068590       6859 PORTLAND AVE S       \$56.51         0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0342574150	7415 18TH AVE S	\$51.66
0342274350       7435 BLOOMINGTON AVE S       \$58.44         0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0316615360	1536 66TH ST E	\$53.40
0312265300       6530 BLOOMINGTON AVE S       \$61.02         0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0321068590	6859 PORTLAND AVE S	\$56.51
0242873440       7344 STEVENS AVE S       \$61.12         0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0342274350	7435 BLOOMINGTON AVE S	\$58.44
0212263370       6337 PLEASANT AVE S       \$63.73         0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0312265300	6530 BLOOMINGTON AVE S	\$61.02
0212665110       6511 NICOLLET AVE S       \$66.48         0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0242873440	7344 STEVENS AVE S	\$61.12
0211365360       6536 EMERSON AVE S       \$66.90         0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0212263370	6337 PLEASANT AVE S	\$63.73
0233175140       7514 CLINTON AVE S       \$67.18         0210263521       6352 LYNDALE AVE S E201       \$70.79	0212665110	6511 NICOLLET AVE S	\$66.48
0210263521 6352 LYNDALE AVE S E201 \$70.79	0211365360	6536 EMERSON AVE S	\$66.90
	0233175140	7514 CLINTON AVE S	\$67.18
0332570290 7029 18TH AVE S \$72.56	0210263521	6352 LYNDALE AVE S E201	\$70.79
772.50	0332570290	7029 18TH AVE S	\$72.56

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	6320 THOMAS AVE S	\$72.68
0222469140	6914 WENTWORTH AVE S	\$73.01
0141076270	7627 XERXES AVE S	\$73.34
0132069200	6920 NEWTON AVE S	\$73.86
0211366320	6632 EMERSON AVE S	\$74.09
0332572370	7237 18TH AVE S	\$78.06
0311862140	6214 12TH AVE S	\$79.03
0137029090	2909 70TH ST W	\$80.63
	7340 BRYANT AVE S	\$80.96
	7010 JAMES AVE S	\$81.26
	6527 STEVENS AVE S	\$81.45
-	1528 FERN DR	\$81.86
	7340 EMERSON AVE S	\$84.81
	7133 NEWTON AVE S	\$85.09
	6621 13TH AVE S	<del>                                     </del>
		\$85.65
	7439 1ST AVE S	\$86.78
	6214 THOMAS AVE S	\$88.45
-	7715 UPTON AVE S	\$88.69
	6324 15TH AVE S	\$91.99
	7632 BRYANT AVE S	\$92.86
-	7228 CLINTON AVE S	\$92.86
	6719 2ND AVE S	\$94.34
	6301 NEWTON AVE S	\$94.44
	6310 LOGAN AVE S	\$94.44
0111562280	6228 SHERIDAN AVE S	\$94.44
0112064280	6428 NEWTON AVE S	\$94.44
0232976380	7638 2ND AVE S	\$95.22
0331873080	7308 12TH AVE S	\$95.98
0341975320	7532 13TH AVE S	\$97.21
0242870260	7026 STEVENS AVE S	\$97.25
0233075090	7509 3RD AVE S	\$97.25
0231375130	7513 EMERSON AVE S	\$97.25
0212477270	7727 WENTWORTH AVE S	\$98.12
0342575110	7511 18TH AVE S	\$98.31
0141971080	7108 OLIVER AVE S	\$99.11
0121466410	6641 THOMAS AVE S	\$99.11
0331170440	7044 OAKLAND AVE S	\$100.00
	7326 PLEASANT AVE S	\$101.64
	6232 CLINTON AVE S	\$101.64
	6613 2ND AVE S	\$101.64
0121667380		\$103.79
	7226 KNOX AVE S	\$103.79
	6800 NICOLLET AVE S	\$103.73
	7133 ELLIOT AVE S	\$105.34
	6928 KNOX AVE S	\$105.34
	7609 STEVENS AVE S	<u> </u>
-		\$106.03
02316/4130	7413 BRYANT AVE S	\$106.03

	6235 PILLSBURY AVE S	\$106.03
	415 64 1/2 ST W	\$107.00
0222767370	6737 1ST AVE S	\$110.39
0222168080	6808 GRAND AVE S	\$110.42
0212576090	7609 BLAISDELL AVE S	\$110.42
0243273120	7312 4TH AVE S	\$110.42
0222968000	6800 2ND AVE S	\$110.42
0331470440	7044 CHICAGO AVE S	\$113.02
0341776330	7633 11TH AVE S	\$113.14
0112162210	6221 MORGAN AVE S	\$113.14
0121268090	6809 VINCENT AVE S	\$113.14
0321167340	6734 OAKLAND AVE S	\$114.25
	6621 11TH AVE S	\$114.25
	6921 RUSSELL AVE S	\$114.89
	6520 15TH AVE S	\$116.05
	7015 PORTLAND AVE S	\$116.24
	7314 OAKLAND AVE S	\$116.96
	6826 BLAISDELL AVE S	\$117.28
-	2314 74TH ST W	\$117.82
	800 66TH ST W	\$117.82
	7544 WASHBURN AVE S	\$121.18
	7239 OAKLAND AVE S	\$121.18
	7438 13TH AVE S	\$124.00
	6305 WENTWORTH AVE S	\$124.79
-	7008 17TH AVE S	\$125.35
	7327 10TH AVE S	\$127.65
	7411 CLINTON AVE S	\$128.56
	7308 NEWTON AVE S	\$129.04
	6946 IRVING AVE S	\$130.56
	7621 2ND AVE S	\$131.50
	6804 THOMAS AVE S	\$133.72
-	2415 65TH ST W	\$133.72
	6937 LOGAN AVE S	\$133.81
	7444 COLFAX AVE S	\$133.85
	1421 62ND ST E	\$133.85
	7621 14TH AVE S	\$133.98
0223269200	6920 4TH AVE S	\$134.45
0312265330	6533 BLOOMINGTON AVE S	\$135.66
	7336 4TH AVE S	\$135.89
0331271440	7144 PARK AVE S	\$136.00
0341074150	7415 PORTLAND AVE S	\$138.14
0212862380	6238 STEVENS AVE S	\$139.41
0322568210	6821 18TH AVE S	\$141.72
0126730150	3015 67TH ST W	\$144.94
0332572040	7204 18TH AVE S	\$146.87
0322470090	7009 17TH AVE S	\$146.87
0222369390	6939 PILLSBURY AVE S	\$150.82

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	7408 WASHBURN AVE S	\$152.32
	6322 PLEASANT AVE S	\$152.58
	7027 CHICAGO AVE S	\$158.45
0131070470	7047 XERXES AVE S	\$158.51
0233368150	6815 5TH AVE S	\$158.92
0233375000	7500 5TH AVE S	\$159.12
0342274140	7414 BLOOMINGTON AVE S	\$159.80
0131370000	7000 UPTON AVE S	\$160.84
0321469000	6900 CHICAGO AVE S	\$165.90
0210163542	6354 LYNDALE AVE S W102	\$168.06
0121576260	7626 SHERIDAN AVE S	\$168.42
0242871090	7109 STEVENS AVE S	\$168.82
0321667140	6714 10TH AVE S	\$170.89
	7337 DUPONT AVE S	\$172.81
	505 70TH ST W	\$173.57
	7633 1ST AVE S	\$173.63
	6926 4TH AVE S	\$173.66
	6621 KNOX AVE S	\$173.94
-	6841 HARRIET AVE S	\$175.41
	6825 10TH AVE S	\$179.37
	6732 BLOOMINGTON AVE S	\$179.48
-	7237 18TH AVE S	\$179.48
	7139 KNOX AVE S	\$180.10
	7045 5TH AVE S	\$180.68
-	6225 RUSSELL AVE S	\$180.79
	7414 STEVENS AVE S	\$181.56
	6925 SHERIDAN AVE S	\$182.44
	6716 14TH AVE S	\$182.89
	6901 12TH AVE S	\$184.75
	6438 13TH AVE S	\$186.63
	7515 16TH AVE S	\$187.48
	7635 BLOOMINGTON AVE S	\$187.49
	7512 GIRARD AVE S	\$189.27
0332573280	7328 18TH AVE S	\$190.16
0123065080	6508 GIRARD AVE S	\$191.20
0331973450	7345 13TH AVE S	\$191.37
0123064260	6426 GIRARD AVE S	\$191.52
0321669150	6915 10TH AVE S	\$191.79
0213063210	6321 3RD AVE S	\$192.04
0137228680	2868 72ND ST W	\$192.54
0332472280	7228 17TH AVE S	\$193.82
0131967260	6726 OLIVER AVE S	\$194.13
0337108050	805 71ST ST E	\$194.16
0231376210	7621 EMERSON AVE S	\$194.74
	7301 STEVENS AVE S	\$196.64
	7214 PENN AVE S	\$199.19
	7514 VINCENT AVE S	\$199.67
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	6430 PORTLAND AVE S	\$200.69
	7434 17TH AVE S	\$200.90
	7244 BRYANT AVE S	\$201.50
0121874250	7413 PENN AVE S	\$205.10
0132169390	6939 MORGAN AVE S	\$206.68
0111964210	6421 OLIVER AVE S	\$207.00
0237405230	523 74TH ST W	\$207.37
0137129240	2924 71ST ST W	\$207.62
0342574250	7427 18TH AVE S	\$208.17
0342575090	7509 18TH AVE S	\$208.29
0242573000	7300 BLAISDELL AVE S	\$210.22
0332272050	7205 BLOOMINGTON AVE S	\$211.42
0231373470	7347 EMERSON AVE S	\$211.43
0242873320	7332 STEVENS AVE S	\$211.43
0237405210	521 74TH ST W	\$211.82
	7620 OAKLAND AVE S	\$212.49
	6900 ELLIOT AVE S	\$213.01
	6927 18TH AVE S	\$214.34
	7540 BRYANT AVE S	\$214.80
	7045 XERXES AVE S	\$214.94
	801 71ST ST E	\$215.22
	6620 3RD AVE S	\$216.89
	7239 CLINTON AVE S	\$217.58
	7144 HARRIET AVE S	\$219.19
	7420 4TH AVE S	\$219.19
	6721 CHICAGO AVE S	\$219.70
	7424 PORTLAND AVE S	\$221.62
	6327 BRYANT AVE S	\$221.63
	6436 EMERSON AVE S	\$222.85
	7345 GRAND AVE S	\$224.34
	7401 SHERIDAN AVE S	\$224.75
	7230 LYNDALE AVE S	\$224.91
	6617 GIRARD AVE S	\$227.79
	7014 WASHBURN AVE S	\$228.34
	6440 LYNDALE AVE S	\$228.77
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	7217 1ST AVE S	\$228.98
	6617 LYNWOOD BLVD	\$229.00
	7238 18TH AVE S	\$229.08
	1600 66TH ST W	\$231.94
	7608 HARRIET AVE S	\$234.27
	6308 BLAISDELL AVE S	\$234.27
	38 66TH ST W	\$238.17
	7338 3RD AVE S	\$238.25
	6617 2ND AVE S	\$240.73
	6945 LOGAN AVE S	\$243.07
	6726 1ST AVE S	\$244.88
0311962140	6214 13TH AVE S	\$247.20

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	7106 JAMES AVE S	\$249.72
	1408 LAKE SHORE DR	\$249.98
	7209 GRAND AVE S	\$251.00
	6929 IRVING AVE S	\$251.14
	6827 BLOOMINGTON AVE S	\$253.60
0111463140	6314 THOMAS AVE S	\$253.97
0322367090	6709 16TH AVE S	\$254.11
0132175000	7500 MORGAN AVE S	\$257.03
0111463140	6314 THOMAS AVE S	\$260.78
0331672010	7201 10TH AVE S	\$261.05
0322569260	6926 18TH AVE S	\$262.63
0322470080	7008 17TH AVE S	\$264.48
0312264450	6445 BLOOMINGTON AVE S	\$264.48
0121366400	6640 UPTON AVE S	\$267.49
0331772380	7238 11TH AVE S	\$271.85
	6745 13TH AVE S	\$271.85
	7201 ELLIOT AVE S	\$271.85
	415 64 1/2 ST W	\$272.53
	6501 14TH AVE S	\$273.78
	7228 GARFIELD AVE S	\$273.93
	7233 11TH AVE S	\$275.95
-	7020 17TH AVE S	\$278.76
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	7309 STEVENS AVE S	\$279.60
	7517 DUPONT AVE S	\$279.64
	7032 4TH AVE S	\$281.20
	7109 AUGSBURG AVE S	\$281.78
	7621 PARK AVE S	\$282.10
	7021 BLOOMINGTON AVE S	\$282.21
	7213 STEVENS AVE S	\$284.62
	6343 WENTWORTH AVE S	\$284.65
	6244 STEVENS AVE S	\$285.23
	6708 14TH AVE S	\$286.22
0342375390	7539 16TH AVE S	\$289.42
0231573150	7315 COLFAX AVE S	\$296.91
0331970080	7008 13TH AVE S	\$297.10
0341675080	7508 10TH AVE S	\$300.35
0121568250	6825 SHERIDAN AVE S	\$300.53
0142571110	7111 IRVING AVE S	\$301.95
0223167130	6713 CLINTON AVE	\$302.91
0231473090	7309 DUPONT AVE S	\$305.83
0322370440	7044 16TH AVE S	\$305.84
0223164280	6428 CLINTON AVE S	\$307.59
	6535 11TH AVE S	\$307.60
	6736 COLUMBUS AVE S	\$308.48
	6414 JAMES AVE S	\$308.80
	7653 XERXES AVE S	\$312.60
-	7539 11TH AVE S	\$313.46
0341113330	1,222 IIII VAF 2	7515.40

0004474450	7445 010400 41/5 0	4242.50
	7445 GIRARD AVE S	\$313.68
	7501 DUPONT AVE S	\$318.07
	6637 3RD AVE S	\$318.53
-	6644 15TH AVE S	\$321.33
	7032 3RD AVE S	\$321.43
	7614 PILLSBURY AVE S	\$323.20
0331371450	7145 COLUMBUS AVE S	\$325.03
0231075050	7505 HUMBOLDT AVE S	\$327.77
0121168370	6837 WASHBURN AVE S	\$328.20
0341875140	7514 12TH AVE S	\$329.13
0121575260	7526 SHERIDAN AVE S	\$331.22
0231473240	7324 DUPONT AVE S	\$332.34
0242176000	7600 GRAND AVE S	\$334.54
0212464090	6409 WENTWORTH AVE S	\$337.28
0232073090	7309 HARRIET AVE S	\$339.03
0242673010	7301 NICOLLET AVE S	\$339.36
0123063430	6343 GIRARD AVE S	\$342.14
0331871450	7145 12TH AVE S	\$342.42
0231172200	7220 GIRARD AVE S	\$342.93
0322366210	6621 16TH AVE S	\$345.01
0242672010	7201 NICOLLET AVE S	\$346.00
0331672270	7227 10TH AVE S	\$346.88
	7400 CHICAGO AVE S	\$348.47
	7508 NICOLLET AVE S	\$351.57
0332471010	7101 17TH AVE S	\$351.98
0342176090	7609 15TH AVE S	\$352.17
0111463150	6315 THOMAS AVE S	\$355.91
0233373210	7321 5TH AVE S	\$357.18
0132468160	6816 JAMES AVE S	\$361.29
0242076200	7620 HARRIET AVE S	\$363.12
	7338 18TH AVE S	\$364.68
	6625 4TH AVE S	\$366.10
	1538 FERN DR	\$367.27
	7200 COLUMBUS AVE S	\$369.13
	7100 PARK AVE S	\$371.24
	6423 16TH AVE S	\$372.95
	6638 IRVING AVE S	\$375.50
	7508 PORTLAND AVE S	\$380.49
	6501 PENN AVE S	\$380.54
	7233 OLIVER AVE S	\$384.92
	6812 2ND AVE S	\$385.22
	6913 MORGAN AVE S	\$389.97
	6818 OLIVER AVE S	\$389.37
	7339 PARK AVE S	\$392.14
	7114 4TH AVE S	\$392.14
	7237 NICOLLET AVE S	\$392.39
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03324/2340	7234 17TH AVE S	\$394.91

	6645 2ND AVE S	\$396.34
	6810 NICOLLET AVE S	\$396.56
0231373290	7329 EMERSON AVE S	\$396.64
0231872280	7228 LYNDALE AVE S	\$397.51
0312164320	6432 15TH AVE S	\$398.28
0341274380	7438 PARK AVE S	\$398.52
0222666330	6633 NICOLLET AVE S	\$399.49
0316215110	1511 62ND ST E	\$400.30
0322569380	6938 18TH AVE S	\$400.30
0311965150	6515 13TH AVE S	\$400.30
0321267320	6732 PARK AVE S	\$400.94
	2877 71 1/2 ST W	\$402.72
	6944 PLEASANT AVE S	\$402.83
	7439 COLFAX AVE S	\$403.46
	7227 QUEEN AVE S	\$403.82
	7121 STEVENS AVE S	\$405.56
	7208 LOGAN AVE S	\$406.78
	6727 12TH AVE S	\$408.90
	7401 18TH AVE S	\$409.05
	7633 VINCENT AVE S	\$410.29
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	7627 PILLSBURY AVE S	\$412.36
	2604 70 1/2 ST W	\$412.99
	6220 14TH AVE S	\$413.65
	925 66TH ST W	\$416.21
	6428 HUMBOLDT AVE S	\$417.73
	6644 BLOOMINGTON AVE S	\$419.14
	6307 NEWTON AVE S	\$420.98
	7000 JAMES AVE S	\$421.33
	7020 UPTON AVE S	\$422.79
	7327 QUEEN AVE S	\$424.47
	3020 74TH ST W	\$425.52
0141872000	7200 PENN AVE S	\$427.46
	12 70TH ST W	\$428.12
0211364000	6400 EMERSON AVE S	\$428.33
0213062380	6238 3RD AVE S	\$428.96
0121569170	6917 SHERIDAN AVE S	\$429.81
0342668130	6813 CEDAR AVE S	\$429.90
0112063150	6315 NEWTON AVE S	\$430.11
0322467150	6715 17TH AVE S	\$431.46
0331573080	7308 ELLIOT AVE S	\$431.46
0112464110	6411 JAMES AVE S	\$434.08
0331873450	7345 12TH AVE S	\$435.58
-	7327 COLUMBUS AVE S	\$435.91
0212162370	6237 GRAND AVE S	\$436.69
	6339 VINCENT AVE S	\$439.58
	2509 70TH ST W	\$441.62
-	6435 XERXES AVE S	\$444.32
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	6821 XERXES AVE S	\$444.75
	7315 PARK AVE S	\$448.57
	6901 14TH AVE S	\$449.27
0142371440	7144 KNOX AVE S	\$451.03
0341674000	7400 10TH AVE S	\$451.94
0341976380	7638 13TH AVE S	\$452.61
0121168450	6845 WASHBURN AVE S	\$453.00
0112164390	6439 MORGAN AVE S	\$453.45
0312163250	6325 15TH AVE S	\$453.72
0212575300	7530 BLAISDELL AVE S	\$453.83
0242375060	7506 PILLSBURY AVE S	\$454.40
0243073050	7305 3RD AVE S	\$454.40
0132468040	6804 JAMES AVE S	\$455.91
	7238 17TH AVE S	\$459.12
	6625 EMERSON AVE S	\$459.53
	6737 QUEEN AVE S	\$460.43
	7332 PLEASANT AVE S	\$460.89
	6833 PARK AVE S	\$462.62
	6645 RUSSELL AVE S	\$463.07
	6408 VINCENT AVE S	\$463.71
	6620 WASHBURN AVE S	\$467.32
	6438 3RD AVE S	\$472.67
	918 73RD ST W	\$474.79
	7527 THOMAS AVE S	\$476.44
-	7532 CLINTON AVE S	\$476.60
	6845 ELLIOT AVE S	\$477.43
	7441 HUMBOLDT AVE S	\$477.75
	7529 FREMONT AVE S	\$478.18
	6340 LOGAN AVE S	\$479.47
	7516 PORTLAND AVE S	\$479.54
	7341 4TH AVE S	\$479.64
	6300 LYNDALE AVE S	\$480.08
0121266320	6632 VINCENT AVE S	\$481.48
0321668280	6828 10TH AVE S	\$481.89
0111163040	6304 WASHBURN AVE S	\$482.18
0111064410	6441 XERXES AVE S	\$482.41
0231373400	7340 EMERSON AVE S	\$486.43
0212564290	6429 BLAISDELL AVE S	\$487.27
0222167160	6716 GRAND AVE S	\$487.60
0321769100	6910 11TH AVE S	\$495.24
0341776000	7600 11TH AVE S	\$495.48
0341876260	7626 12TH AVE S	\$495.75
0233275330	7533 4TH AVE S	\$495.79
-	6521 15TH AVE S	\$499.69
	7115 18TH AVE S	\$499.69
	6945 OLIVER AVE S	\$500.07
	7537 ALDRICH AVE S	\$500.83
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0004574400	7442 511107 41/5 6	4500.47
	7112 ELLIOT AVE S	\$502.47
	6900 CLINTON AVE S	\$502.78
	6815 IRVING AVE S	\$502.99
	6320 14TH AVE S	\$503.25
	6829 UPTON AVE S	\$506.87
0342276150	7615 BLOOMINGTON AVE S	\$507.00
0121569330	6933 SHERIDAN AVE S	\$512.42
0242673200	7320 NICOLLET AVE S	\$515.16
0321369330	6933 COLUMBUS AVE S	\$516.04
0241875450	7545 LYNDALE AVE S	\$516.18
0121268320	6832 VINCENT AVE S	\$519.05
0321967380	6738 13TH AVE S	\$521.06
0231873440	7344 LYNDALE AVE S	\$524.10
0249001360	136 70TH ST E	\$526.22
0212564280	6428 BLAISDELL AVE S	\$529.49
0231673010	7301 BRYANT AVE S	\$532.52
0131371390	7139 UPTON AVE S	\$533.06
0211663210	6321 BRYANT AVE S	\$533.07
0232073210	7321 HARRIET AVE S	\$533.52
0141377320	7732 UPTON AVE S	\$533.54
0141873250	7325 PENN AVE S	\$535.20
0342176380	7638 15TH AVE S	\$539.23
0233370320	7032 5TH AVE S	\$539.84
0141076450	7645 XERXES AVE S	\$548.26
0242871040	7104 STEVENS AVE S	\$548.95
0312365040	6504 16TH AVE S	\$552.70
0332072250	7225 14TH AVE S	\$554.06
0233274220	7422 4TH AVE S	\$554.13
0212476150	7615 WENTWORTH AVE S	\$555.49
0212676140	7614 NICOLLET AVE S	\$557.97
0121567090	6709 SHERIDAN AVE S	\$563.83
0218403560	356 APPLE LA	\$566.37
0322469270	6927 17TH AVE S	\$567.42
0232976200	7620 2ND AVE S	\$572.54
0342276320	7632 BLOOMINGTON AVE S	\$572.96
0332372350	7235 16TH AVE S	\$573.84
0212062290	6229 HARRIET AVE S	\$574.21
0112465310	6531 JAMES AVE S	\$575.43
0233374160	7416 5TH AVE S	\$575.76
0211962440	6244 GARFIELD AVE S	\$576.94
	917 66TH ST W	\$577.91
	6838 3RD AVE S	\$578.48
	7401 LYNDALE AVE S	\$579.14
-	7509 MORGAN AVE S	\$579.87
	800 73RD ST W	\$580.37
	6339 1ST AVE S	\$581.08
0222268320		\$584.75
3222200320	0002 1 22/10/1141 /112 5	7507.75

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	7133 OLIVER AVE S	\$586.05
	7131 18TH AVE S	\$586.54
0341874390	7439 12TH AVE S	\$586.86
0121466130	6613 THOMAS AVE S	\$586.93
0332570250	7025 18TH AVE S	\$586.96
0141772390	7239 QUEEN AVE S	\$588.35
0332071010	7101 14TH AVE S	\$588.65
0311963140	6314 13TH AVE S	\$590.62
0342375270	7527 16TH AVE S	\$594.42
0141372380	7238 UPTON AVE S	\$594.55
0332471340	7134 17TH AVE S	\$595.78
	6929 RUSSELL AVE S	\$595.95
	21 68TH ST E	\$597.15
	6424 EMERSON AVE S	\$602.30
	6401 WENTWORTH AVE S	\$605.38
	7001 LOGAN AVE S	\$606.44
	215 72ND ST W	\$607.80
	7320 STEVENS AVE S	\$607.99
	7200 HARRIET AVE S	\$608.76
	7100 PORTLAND AVE S	\$614.90
	7237 HARRIET AVE S	\$617.74
	801 71ST ST E	\$618.12
	7321 DUPONT AVE S	\$619.05
	6330 BLOOMINGTON AVE S	\$619.30
	7520 5TH AVE S	\$621.91
	6821 VINCENT AVE S	\$623.24
	6926 JAMES AVE S	\$623.47
	817 66TH ST E	\$627.76
	7137 18TH AVE S	\$628.64
0321968050	6805 13TH AVE S	\$628.72
0326608170	817 66TH ST E	\$632.68
0111462370	6237 THOMAS AVE S	\$634.05
0214110000	1000 MILDRED DR	\$634.30
0212362340	6234 PILLSBURY AVE S	\$635.17
0121368200	6820 UPTON AVE S	\$635.58
0332071270	7127 14TH AVE S	\$639.60
0141873350	7335 PENN AVE S	\$640.33
0131868130	6813 PENN AVE S	\$643.40
-	7632 WENTWORTH AVE S	\$645.86
-	1310 66TH ST E	\$645.92
	7501 12TH AVE S	\$651.33
	500 64TH ST W	\$651.41
-	6612 THOMAS AVE S	\$651.54
	7232 GARFIELD AVE S	\$656.83
	7010 15TH AVE S	\$657.40
	7333 CLINTON AVE S	\$658.32
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0121166370	6637 WASHBURN AVE S	\$660.04

0312164250	6425 15TH AVE S	\$660.87
0242673030	7303 NICOLLET AVE S	\$662.36
0223164010	6401 CLINTON AVE S	\$667.98
0123062260	6226 GIRARD AVE S	\$668.72
0242772210	7221 1ST AVE S	\$669.73
0243072040	7204 3RD AVE S	\$671.53
0321069140	6914 PORTLAND AVE S	\$673.47
0121466160	6616 THOMAS AVE S	\$674.47
0322368440	6844 16TH AVE S	\$675.90
	7339 CHICAGO AVE S	\$675.97
<b>-</b>	7545 BLAISDELL AVE S	\$676.88
	6713 3RD AVE S	\$677.18
	407 66TH ST W	\$677.61
	6630 PORTLAND AVE S	\$678.12
	6826 17TH AVE S	\$678.45
	6921 NICOLLET AVE S	\$681.66
	7521 ALDRICH AVE S	\$683.95
	7426 PARK AVE S	\$685.62
	6316 MORGAN AVE S	\$689.53
	6449 GIRARD AVE S	\$691.38
	7009 XERXES AVE S	\$691.47
	7215 10TH AVE S	\$691.48
	6320 4TH AVE S	\$691.87
	6235 BLAISDELL AVE S	\$692.10
ļ	7125 AUGSBURG AVE S	\$692.85
·	6434 BLOOMINGTON AVE S	\$693.45
	6239 2ND AVE S	\$695.05
	7638 CHICAGO AVE S	\$696.98
	7514 PORTLAND AVE S	\$697.85
	7300 18TH AVE S	\$700.29
	6809 SHERIDAN AVE S	\$704.63
	7520 STEVENS AVE S	\$706.89
	7509 16TH AVE S	\$707.87
	7408 BLOOMINGTON AVE S	\$708.01
	6640 RUSSELL AVE S	\$708.90
	7125 16TH AVE S	\$711.93
	7300 OLIVER AVE S	\$712.68
	6809 RUSSELL AVE S	\$714.18
	6210 11TH AVE S	\$715.63
<b>———</b>	7220 BLAISDELL AVE S	\$715.03
-	7300 RUSSELL AVE S	\$716.54
	6801 XERXES AVE S	\$716.51
-	7104 1ST AVE S	\$720.38 \$725.11
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	7544 PORTLAND AVE S	\$727.49 \$727.71
	2800 78TH ST W	\$727.71
	7325 17TH AVE S	\$733.34
02310/4250	7425 BRYANT AVE S	\$734.48

	7645 NICOLLET AVE S	\$737.63
	6345 BLOOMINGTON AVE S	\$743.41
	7409 VINCENT AVE S	\$747.36
0322369200	6920 16TH AVE S	\$748.33
0321368150	6815 COLUMBUS AVE S	\$748.86
0211763140	6314 ALDRICH AVE S	\$750.32
0212865010	6501 STEVENS AVE S	\$753.69
0321368240	6824 COLUMBUS AVE S	\$753.99
0331872450	7245 12TH AVE S	\$756.54
0232976390	7639 2ND AVE S	\$756.85
0212574370	7437 BLAISDELL AVE S	\$760.29
0332071210	7121 14TH AVE S	\$763.53
	6900 CEDAR AVE S	\$764.39
	6501 1ST AVE S	\$767.21
	6407 BLOOMINGTON AVE S	\$769.20
	7344 13TH AVE S	\$772.16
	7425 NICOLLET AVE S	\$774.75
	6525 NICOLLET AVE S	\$776.24
	6313 ALDRICH AVE S	\$776.51
	7421 11TH AVE S	\$777.89
	7625 OAKLAND AVE S	\$782.54
	7304 5TH AVE S	\$783.61
	6815 10TH AVE S	\$784.20
	7545 PILLSBURY AVE S	\$784.35
	6829 ELLIOT AVE S	· · · · · · · · · · · · · · · · · · ·
		\$785.99
	6633 10TH AVE S	\$786.11
	20 66TH ST W	\$795.55
	7336 5TH AVE S	\$798.83
	6214 VINCENT AVE S	\$814.11
	6449 LYNDALE AVE S	\$817.91
	6331 GIRARD AVE S	\$822.47
-	6609 13TH AVE S	\$825.54
	6816 2ND AVE S	\$826.65
	7633 COLUMBUS AVE S	\$831.36
	6428 5TH AVE S	\$834.96
	6512 BLOOMINGTON AVE S	\$844.81
0316214130	1413 62ND ST E	\$846.74
0243271000	7100 4TH AVE S	\$848.13
0312262210	6221 BLOOMINGTON AVE S	\$851.42
0311962200	6220 13TH AVE S	\$852.17
0332572450	7245 18TH AVE S	\$856.21
0111963240	6324 OLIVER AVE S	\$860.54
0242872130	7213 STEVENS AVE S	\$864.79
0142173090	7309 MORGAN AVE S	\$867.04
0242972400	7240 2ND AVE S	\$867.37
0222669150	6915 NICOLLET AVE S	\$870.38
0312062080	6208 14TH AVE S	\$870.46
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	I	4000.00
	7544 4TH AVE S	\$880.93
	7100 STEVENS AVE S	\$881.26
	7621 STEVENS AVE S	\$881.33
0341175390	7539 OAKLAND AVE S	\$887.90
0138430140	3014 71 1/2 ST W	\$889.91
0342668140	6814 CEDAR AVE S	\$892.43
0142470110	7011 JAMES AVE S	\$893.21
0341176210	7621 OAKLAND AVE S	\$894.15
0332573450	7345 18TH AVE S	\$897.41
0111262200	6220 VINCENT AVE S	\$897.95
0123063380	6338 GIRARD AVE S	\$899.03
0137129100	2910 71ST ST W	\$900.47
	7304 HARRIET AVE S	\$911.08
	7039 5TH AVE S	\$914.78
	7520 11TH AVE S	\$917.25
	7532 5TH AVE S	\$918.72
	7016 PORTLAND AVE S	\$921.84
	6315 BRYANT AVE S	\$929.00
-	6226 GARFIELD AVE S	\$930.90
	619 67TH ST E	\$932.53
	6740 WASHBURN AVE S	\$940.04
	6305 DUPONT AVE S	\$940.04
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	721 68TH ST E	\$944.27
	6733 10TH AVE S	\$959.52
-	7414 OAKLAND AVE S	\$960.87
	7509 OAKLAND AVE S	\$962.37
	6320 3RD AVE S	\$962.71
	7429 BRYANT AVE S	\$966.59
	6529 NEWTON AVE S	\$970.67
	6238 11TH AVE S	\$984.11
	6726 17TH AVE S	\$989.09
	1544 FERN DR	\$991.55
	7600 17TH AVE S	\$1,003.52
	7208 12TH AVE S	\$1,007.04
0111865250	6525 PENN AVE S	\$1,013.08
0132569400	6940 IRVING AVE S	\$1,021.45
0233276000	7600 4TH AVE S	\$1,029.31
0341774080	7408 11TH AVE S	\$1,034.71
0138428240	2824 71 1/2 ST W	\$1,035.31
0332570380	7038 18TH AVE S	\$1,041.11
0121166410	6641 WASHBURN AVE S	\$1,043.99
0141772200	7220 QUEEN AVE S	\$1,051.94
0342276080	7608 BLOOMINGTON AVE S	\$1,061.77
	7224 BLOOMINGTON AVE S	\$1,066.44
	7508 FREMONT AVE S	\$1,068.54
	6239 VINCENT AVE S	\$1,072.76
0222369260		\$1,073.89
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	6803 NICOLLET AVE S	\$1,080.54
	7409 WENTWORTH AVE S	\$1,081.53
	6320 VINCENT AVE S	\$1,082.64
0212362290	6229 PILLSBURY AVE S	\$1,086.70
0243072390	7239 3RD AVE S	\$1,091.72
0331073280	7328 PORTLAND AVE S	\$1,097.50
0111563010	6301 SHERIDAN AVE S	\$1,098.79
0222967330	6733 2ND AVE S	\$1,119.66
0331471220	7122 CHICAGO AVE S	\$1,126.18
0331270240	7024 PARK AVE S	\$1,132.74
0237312200	1220 73RD ST W	\$1,146.39
0221968410	6841 GARFIELD AVE S	\$1,155.24
0311764150	6415 11TH AVE S	\$1,156.31
	6438 12TH AVE S	\$1,161.12
0132668390	6839 HUMBOLDT AVE S	\$1,167.45
	6917 KNOX AVE S	\$1,169.60
	7528 17TH AVE S	\$1,172.68
	6332 15TH AVE S	\$1,174.70
	6801 12TH AVE S	\$1,184.19
	6315 THOMAS AVE S	\$1,193.07
	7117 PORTLAND AVE S	\$1,244.04
	7420 OAKLAND AVE S	\$1,256.25
	7120 18TH AVE S	\$1,256.96
-	7412 4TH AVE S	\$1,259.77
	6935 12TH AVE S	\$1,272.98
-	7020 PORTLAND AVE S	\$1,278.60
-	7627 12TH AVE S	\$1,286.91
0322470260	7026 17TH AVE S	\$1,307.22
0332170040	7004 15TH AVE S	\$1,315.92
0121067210	6721 XERXES AVE S	\$1,323.65
	7027 OLIVER AVE S	\$1,330.07
0311064120	6412 PORTLAND AVE S	\$1,346.87
0331872380	7238 12TH AVE S	\$1,357.61
	6845 UPTON AVE S	\$1,384.58
0332170380	7038 15TH AVE S	\$1,401.73
0331870270	7027 12TH AVE S	\$1,414.99
0131272140	7214 VINCENT AVE S	\$1,416.84
0116617060	1706 66TH ST W	\$1,416.96
0331772320	7232 11TH AVE S	\$1,458.76
	7020 OLIVER AVE S	\$1,464.45
0332273140	7314 BLOOMINGTON AVE S	\$1,472.18
	2711 66TH ST W	\$1,495.56
	7228 18TH AVE S	\$1,501.23
	7008 14TH AVE S	\$1,554.20
	7414 NICOLLET AVE S	\$1,586.66
	7639 STEVENS AVE S	\$1,620.81
	7134 16TH AVE S	\$1,649.90
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### 2022 Utility Accounts Scheduled for Certification

0332572090	7209 18TH AVE S	\$1,655.74
0132767330	6733 OAKLAND TER	\$1,712.56
0211366260	6626 EMERSON AVE S	\$1,807.42
0321966320	6632 13TH AVE S	\$1,928.82
0332172380	7238 15TH AVE S	\$1,941.79
0121569050	6905 SHERIDAN AVE S	\$2,024.08
0311764010	6401 11TH AVE S	\$2,166.39
0332271200	7120 BLOOMINGTON AVE S	\$2,231.21
0131866000	6600 PENN AVE S	\$2,358.27
0132667390	6739 HUMBOLDT AVE S	\$2,788.01
0212676270	7627 NICOLLET AVE S	\$2,878.61
0232072120	7212 HARRIET AVE S	\$2,961.37
0131866120	6612 PENN AVE S	\$3,095.11
0332573200	7320 18TH AVE S	\$3,174.88
0237713050	2 MERIDIAN CROSSINGS	\$3,238.24
0211863360	6336 LYNDALE AVE S	\$4,077.61
0222666010	9 66TH STR EAST	\$4,536.89
0312662440	6244 CEDAR AVE S	\$5,737.56
0131766200	6620 QUEEN AVE S	\$6,219.49
0121974200	7420 OLIVER AVE S	\$49,009.15

AGENDA SECTION:

PROPOSED ORDINANCES

AGENDA ITEM#

8



### STAFF REPORT NO. 150 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Chris Swanson, Management Analyst

**DEPARTMENT DIRECTOR** 

**REVIEW:** 

OTHER DEPARTMENT

Jay Henthorne, Public Safety Director, Jennifer Anderson, Public Health

REVIEW: Administrator Mike Flaherty, Deputy Chief

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/21/2022

### ITEM FOR COUNCIL CONSIDERATION:

Consider the second reading of an ordinance adopting Section 625 of the City Code Prohibiting Conversion Therapy for Minors and Vulnerable Adults

### **EXECUTIVE SUMMARY:**

City Council is being asked to consider an Ordinance adopting City Code Section 625 prohibiting Conversion Therapy for Minors and Vulnerable Adults. The City Council heard a presentation at the June 8, 2021 Council work session on exploring a conversion therapy ban in the future. The City Council supported moving forward with a ban and asked staff and the Richfield Human Rights Commission (HRC) to begin drafting an ordinance with these protections.

At the August 4, and September 6, 2022 meetings, the HRC reviewed an ordinance presented by staff. Based on discussions with the HRC during these meetings, staff made updates to the proposed ordinance. The HRC recommended the ordinance be sent on to the City Council for review and formal approval. As Council has already discussed this ordinance during a work session, staff is recommending adoption of this ordinance.

### **Background:**

The proposed ordinance would ban "conversion therapy" for minors and vulnerable adults in Richfield. The proposed ordinance defines "conversion therapy" or "reparative therapy" as any practice or treatment by a provider that seeks to change an individual's sexual orientation, gender identity, or gender expression.

The HRC has taken on this issue as it is directly related to their commitment to the Minnesota Human Rights Act (MHRA). The MHRA prohibits discrimination in Minnesota and is enforced by the Minnesota Department of Human Rights (MDHR). The state law prohibits discrimination in employment, housing, public accommodations, public services, education, credit, and business based on protected class, including sexual orientation and gender identity. In Minnesota, the practice of conversion therapy for minors and vulnerable adults is currently restricted by Executive Order 21-25. As Executive Order 21-25 is currently enforceable, the governor has tasked the MDHR with investigating any violations of this order. If, due to legislative or legislative actions, Executive Order 21-25 was not in place, there may be questions about the enforceability of

this provision at the state level. This proposed ordinance would ensure there are protections for minors and vulnerable adults if the protections offered by the executive order were to be removed.

The HRC's purpose is "is to secure for all citizens equal opportunity in employment, housing, public accommodations, public services and education and full participation in the affairs of this community and to take appropriate action consistent with the Minnesota Human Rights Act. The Commission shall also advise the City Council on long range programs to improve human relations in the City." This proposed ordinance is directly aligned with the HRC's charge from the Council.

### Why pass an ordinance banning conversion therapy?

Research shows conversion therapy is harmful to those who have undergone this practice. According to the Trevor Project's 2019 national survey on LGBTQ+ mental health, 42 percent of LGBTQ+ youth who have undergone conversion therapy have attempted suicide, compared to 17 percent for those who have not. Numerous professional health organizations, including the American Psychiatric Association, the American Medical Association, the American Psychological Association, the Minnesota Medical Association, and the Minnesota Psychological Association, have repeatedly voiced their opposition to these practices and the harm this causes.

Although there is currently no Federal ban on conversion therapy, 20 States including the District of Columbia and Puerto Rico have moved to ban this practice at the state level. Seven Minnesota cities (St Paul, Minneapolis, West St. Paul, Winona, Northfield, Duluth, and Rochester) currently have ordinances in place banning this harmful practice. In Minnesota, the practice of conversion therapy for minors and vulnerable adults is currently restricted by Executive Order 21-25. There have been a few bills introduced in the Minnesota House (HF2156) and Senate which would have banned on conversion therapy statewide, but no law has yet passed. By passing a local ordinance, Richfield can ensure minors and vulnerable adults are protected. Should State law change to ban this practice statewide there will be no impact on the proposed city ordinance as it will remain dormant.

### Summary of proposed ordinance

This ordinance was reviewed by the City Manager, City Attorney, Director of Public Safety, and the City's Public Health Administrator. It was modeled on a number of ordinances passed by cities. The purpose, findings, and specific points to note in the ordinance are as follows:

- The practice of conversion therapy has been found to lead to critical health risks and inequities including anxiety, depression, decreased self-esteem, substance abuse, homelessness, self-harm, and suicide.
- Major medical, mental health, and child welfare professional associations, including the American Psychological Association, American Psychiatric Association, American Medical Association, and American Academy of Pediatrics, have found conversion therapy ineffective, unreliable, and unsafe.
- Minors and vulnerable adults are especially vulnerable to the harms associated with conversion therapy and may lack the ability to make decisions about their own medical and mental health.
- The proposed ordinance would apply to licensed providers as defined as follows: "Provider" means any licensed medical or mental health professional including, but not limited to, licensed mental health counselors, mental health counselor associates, marriage and family therapists, marriage and family therapist associates, social workers, and social worker associates, and any physicians, psychologists, psychotherapist, certified chemical dependency professionals, certified chemical dependency professional trainees, counselors, certified counselors, and certified advisers. A provider does not include members of the clergy or religious officials who are (1) acting in their roles as clergy, religious officials, or pastoral counselors and (2) providing religious counseling. This includes providers who may be located outside city limits but provide this service via "Teleconferencing" or "Telemedicine".
- As noted in the above definition, this ordinance does not affect religious counselors or individual prayer practices. This ties the ban to the purpose of the ordinance, to protect the health of children and vulnerable adults and removes potentially unconstitutional-speech requirements.
- Conversion therapy does not include mental health services that (1) provide assistance to an

individual undergoing gender transition or confirmation (2) facilitate an individual's acceptance, support, understanding, exploration, and development of gender identity or sexual orientation; or (3) prevent or address unlawful conduct or unsafe sexual practices if such mental health services do not seek to change or are not conducted with the goal of changing the person's sexual orientation or gender identity; or (4) are required by a court order, decision, or judgment of a judicial officer.

- Enforcement: The enforcement provisions allow the City Manager or designated City staff, in coordination with the Director of Public Safety and City Attorney to investigate and follow the City's standard administrative citation process outlined in Chapter 325 of City Code or refer the violation to appropriate state licensing boards, authorities, and/or agencies.
- Violations of this Section are punishable by civil fines set annually by Appendix D of the City Code. This includes separate civil fine amounts for a first, second, and any subsequent violation. Staff is recommending the fine amount for a violation of this section should be \$1,000 per instance, the maximum amount per the City Charter, regardless of number of prior violations.
- Severability: If any part, term, or provision of this Section or the application is held to be
  invalid or unconstitutional, such portion shall be deemed severable and shall not affect the
  validity of the remaining portions of this section. The remaining portions shall continue in full
  force and effect. The invalid provision will be modified to the extent necessary so the section
  continues to be enforceable.
- Effective date for enforcement: The city recognizes the practice of conversion therapy for minors and vulnerable adults is currently restricted in Minnesota by Executive Order 21-25. The city wishes to enact this section to ensure, regardless of the political climate, the protections of minors and vulnerable adults remain in place. This ordinance shall become enforceable effective thirty (30) days following the occurrence of any of the following circumstances:
  - Action from the Minnesota Governor's office which rescinds or blocks Executive Order 21-25; or
  - 2. Adoption of an amendment to the Constitution of the State of Minnesota which provides cities the authority to allow conversion therapy or reparative therapy; or
  - The City Council moves, by resolution, to begin immediate enforcement of this ordinance.
- Generally, the City used APA definitions, when available. The professional terminology used to
  discuss gender identity, sexual orientation, gender expression, and conversion therapy, is still
  in development. Staff used terminology from the American Psychological Association's
  Guidelines for Psychological Practice with Transgender and Gender Nonconforming People
  when available (sexual orientation, gender expression, and gender identity). To the extent
  possible, the language used allows a ban on the broadest-possible range of harmful practices
  and provides protections to the greatest number of the LGBTQ+ community.

A first reading of the attached ordinance was approved by the Council on September 27, 2022.

City Council is being asked to approve the Ordinance adopting City Code Section 625, the prohibition of Conversion Therapy for Minors and Vulnerable Adults and, by resolution, authorize summary publication of said ordinance

### **RECOMMENDED ACTION:**

By motion:

- 1. Approve the attached ordinance adopting Section 625 of the City Code Prohibiting Conversion Therapy for Minors and Vulnerable Adults; and
- 2. Approve a resolution authorizing summary publication of said ordinance.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

Please see executive summary.

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

None

### C. **CRITICAL TIMING ISSUES:**

None

### D. FINANCIAL IMPACT:

None

### E. **LEGAL CONSIDERATION:**

The City attorney has reviewed and approved this ordinance.

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

The City Council could defer action on this item to a future meeting or amend the proposed ordinance.

### PRINCIPAL PARTIES EXPECTED AT MEETING:

HRC Commissioner Mara Glubka

### **ATTACHMENTS:**

	Description	Туре
D	Proposed Conversion Therapy Ordinance	Ordinance
D	Summary Publication Resolution	Ordinance

### **BILL NO. XXX**

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

### THE CITY OF RICHFIELD DOES ORDAIN:

**Section 1.** Chapter VI, of the Richfield Code of Ordinances is amended to add the following new Section 635 as follows:

### SECTION 635. – PROHIBITION OF CONVERSION THERAPY FOR MINORS AND VULNERABLE ADULTS

### 635.01. - Findings and Purpose.

- **Subdivision 1.** The practice of conversion therapy has been found to lead to critical health risks and inequities including anxiety, depression, decreased self-esteem, substance abuse, homelessness, self-harm, and suicide.
- **Subd. 2.** Major medical, mental health, and child welfare professional associations, including the American Psychological Association, American Psychiatric Association, American Medical Association, and American Academy of Pediatrics, have found conversion therapy ineffective, unreliable, and unsafe.
- **Subd. 3.** Minors and vulnerable adults are especially vulnerable to the harms associated with conversion therapy and may lack the ability to make decisions about their own medical and mental health.
- **Subd. 4.** The city has a compelling interest in protecting the physical and psychological health of minors and vulnerable adults and in protecting them against exposure to the serious harms caused by the practice of conversion therapy.
- **Subd. 5.** It is necessary for the City Council to exercise its legislative power to protect and promote the health, safety, and welfare of the city's minors and vulnerable adults.
- **Subd. 6.** This section is an exercise of the city's commitment to achieving a high quality of life relating to the protection of public health, safety, and welfare. Its provisions shall be liberally construed to accomplish that purpose. The purpose of this section is to protect the physical and psychological health of minors and vulnerable adults from exposure to the serious harms caused by conversion therapy.
- **Subd.7.** The city recognizes the practice of conversion therapy for minors and vulnerable adults is currently restricted in Minnesota by Executive Order 21-25,

but the city wishes to enact this section to ensure the protections of minors and vulnerable adults regardless of the political climate.

### 635.02.- Definitions.

**Subdivision 1.** General Rule. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning.

- **Subd. 2.** "Conversion therapy" or "reparative therapy" means any practice or treatment by a provider that seeks to change an individual's sexual orientation, gender identity, or gender expression. Conversion therapy does not include mental health services that (1) provide assistance to an individual undergoing gender transition or confirmation (2) facilitate an individual's acceptance, support, understanding, exploration, and development of gender identity or sexual orientation; or (3) prevent or address unlawful conduct or unsafe sexual practices if such mental health services do not seek to change or are not conducted with the goal of changing the person's sexual orientation or gender identity; or (4) are required by a court order, decision, or judgment of a judicial officer.
- **Subd. 3.** "Gender expression" means the presentation and behaviors of an individual that express aspects of gender identity or role. Gender expression may or may not conform to a person's gender identity.
- **Subd. 4.** "Gender identity" means a person's deeply-felt, inherent sense of being a boy, a man, or male; a girl, a woman, or female; or an alternative gender (e.g., genderqueer, gender nonconforming, gender neutral) that may or may not correspond to a person's sex assigned at birth or to a person's primary or secondary sex characteristics. Since gender identity is internal, a person's gender identity is not necessarily visible to others.
- **Subd. 5.** "*Minor*" includes any person less than eighteen (18) years of age, except those persons who are able to give effective consent to medical and mental health services pursuant to Minnesota Statutes, Chapter 144.
- **Subd. 6.** "Provider" means any licensed medical or mental health professional including, but not limited to, licensed mental health counselors, mental health counselor associates, marriage and family therapists, marriage and family therapist associates, social workers, and social worker associates, and any physicians, psychologists, psychotherapist, certified chemical dependency professionals, certified chemical dependency professional trainees, counselors, certified counselors, and certified advisers. A provider does not include members of the clergy or religious officials who are (1) acting in their roles as clergy, religious officials, or pastoral counselors and (2) providing religious counseling.
- **Subd. 7.** "Sexual Orientation" means a component of identity that includes a person's sexual and emotional attraction to another person and the behavior and/or social affiliation that may result from this attraction. This definition does

not include any criminal conduct as defined in Minnesota Statutes, Chapter 609.

**Subd. 8.** "Vulnerable adult" includes any person 18 years of age or older and who meets the definition of a vulnerable adult in Minnesota Statutes, Section 626.5572.

**Subd. 9.** "Clergy" or "Religious Official" has the meaning given by Minnesota Statutes, Section 148.9075, and includes recognized religious officials, including ministers, priests, rabbis, imams, Christian Science practitioners, and other persons recognized by the Minnesota Board of Psychology, conducting counseling activities that are within the scope of the performance of their regular recognizable religious denomination or sect, as defined in current federal tax regulations, if the religious official does not hold them self out as a provider, as defined in this article, and the official remains accountable to the established authority of the religious denomination or sect.

**Subd. 10.** "Teleconferencing" or "Telemedicine" means the distribution of health-related services and information via electronic information and telecommunication technologies (e.g., video conferencing or web-based communication tools that enable a provider in one location to consult with an individual in a second location).

### 635.03. - Prohibition on conversion therapy for minors or vulnerable adults.

**Subdivision 1.** It shall be unlawful for a provider to conduct or practice conversion therapy on a minor or a vulnerable adult within the city limits, including conversion therapy via teleconferencing or telemedicine in which the minor, vulnerable adult, and/or provider is located within the city limits.

**Subd. 2.** Nothing in this section shall be construed to prevent a person employed by a post- secondary or graduate institution from teaching and conducting research on conversion therapy within an educational institution that is recognized by a regional accrediting organization or by a federal, state, county, or local government institution, agency, or research facility, so long as the institution provides appropriate research oversight mechanisms to ensure public protection and the person is not providing direct clinical services of conversion therapy to minors.

**Subd. 3.** This section does not prohibit the practice of conversion therapy on individuals over the age of 18, who are not considered vulnerable adults under Minnesota Statutes, Section 626.5572.

### 635.04. - Enforcement.

**Subdivision 1.** Upon receipt of a report of an alleged violation of this section, the City Manager or their designee, in coordination with the Director of Public Safety and City Attorney, may, as deemed appropriate, investigate the allegation.

**Subd. 2.** Upon discovery of a violation of this Section, the city may implement

the administrative citations and civil penalty procedure detailed in Section 325 of this Code.

- **Subd. 3.** Each subsequent instance or session of conducting or practicing conversion therapy or reparative therapy on a minor or a vulnerable adult is a distinct offense, for which a separate administrative citation and fine may be issued.
- **Subd. 4.** Violations of this Section are punishable by civil fines set annually by Appendix D of the City Code, including separate civil fine amounts for a first, second, and any subsequent violation.
- **Subd. 5.** The City Manager or their designee, in coordination with the Director of Public Safety and City Attorney, will report the violation and details surrounding the violation to each appropriate licensing board or authority or state agency.
- **Subd. 6.** Notwithstanding any law or ordinance to the contrary, this Section does not prohibit or preclude any other available legal remedies for any violation of the law, including without limitation, criminal or civil actions. This includes remedies at the state or federal level.

### 635.05. - Severability.

If any part, term, or provision of this Section or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such portion shall be deemed severable and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this section, which remaining portions shall continue in full force and effect. The invalid provision will be modified to the extent necessary so the section continues to be enforceable.

### 635.06. - Effective date for enforcement

The city recognizes the practice of conversion therapy for minors and vulnerable adults is currently restricted in Minnesota by Executive Order 21-25. The city wishes to enact this section to ensure, regardless of the political climate, the protections of minors and vulnerable adults remain in place.

Notwithstanding any other provision of law, this section shall become enforceable effective thirty (30) days following the occurrence of any of the following circumstances:

- (a) Action from the Minnesota Governor's office which rescinds or blocks Executive Order 21-25; or
- (b) Adoption of an amendment to the Constitution of the State of Minnesota which provides cities the authority to allow conversion therapy or reparative therapy; or
- (c) The City Council moves, by resolution, to begin immediate enforcement of this ordinance.

### **Section 2.** Appendix D of the Richfield Municipal Code is amended as follows:

 $\label{eq:definition} \mbox{Appendix D-License, Permit and Miscellaneous Fees}$ 

Section 11. Miscellaneous Fees.

Type of Permit or	Section	Description	Fee
License	Requiring		
Violation of Conversion Therapy Ban	<u>635</u>	Providing Conversion therapy to a minor or vulnerable adult	\$1,000 per instance

Section 3. Effective Date. This ordinance becomes effective on January 1, 2023.

Passed by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

<b>RESOL</b>	UTION	NO	
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# RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE ADOPTING SECTION 635 IN RICHFIELD CITY CODE PERTAINING TO THE PROHIBITION OF CONVERSION THERAPY FOR MINORS AND VULNERABLE ADULTS

**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 P	<b>UBLICATION</b>
BILL NO.	

## AN ORDINANCE ADOPTING SECTION 635 OF THE CITY CODE PERTAINING TO THE PROHIBITION OF CONVERSION THERAPY FOR MINORS AND VULNERABLE ADULTS

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

This ordinance establishes City Code Section 635 which protects the physical and psychological health of minors and vulnerable adults by safeguarding them against exposure to the serious harms caused by the practice of conversion therapy. This section is an exercise of the city's commitment to achieving a high quality of life relating to the protection of public health, safety, and welfare.

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 Management Analyst at 612-861-9712.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

AGENDA SECTION:

PROPOSED ORDINANCES

AGENDA ITEM#

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# STAFF REPORT NO. 151 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

9/22/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

9/22/2022

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

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

### **EXECUTIVE SUMMARY:**

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

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

Cities were not consulted during the drafting of this legislation but have local concerns that need to be addressed. Though the new law has some regulations on the products, there are significant gaps in state oversight and accountability of the manufacturing and production, testing, and distribution of the products.

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

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

### **RECOMMENDED ACTION:**

By Motion: Approve the first reading of an interim ordinance authorizing a study and imposing a oneyear moratorium on cannabis products and schedule a second reading for October 25, 2022.

### **BASIS OF RECOMMENDATION:**

### A. HISTORICAL CONTEXT

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

Cities were not consulted during the drafting of this legislation but have local concerns that need to be addressed. Though the new law has some regulations on the products, there are significant gaps in state oversight and accountability of the manufacturing and production, testing, and distribution of the products.

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

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

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

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

### C. **CRITICAL TIMING ISSUES:**

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

### D. **FINANCIAL IMPACT:**

N/A

#### E. LEGAL CONSIDERATION:

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

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

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

### PRINCIPAL PARTIES EXPECTED AT MEETING:

### **ATTACHMENTS:**

Description Type
THC Moratorium Cover Memo

BILL NO.	
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# AN INTERIM ORDINANCE AUTHORIZING A STUDY AND IMPOSING A MORATORIUM ON THE SALE OF CANNABIS PRODUCTS

### THE CITY OF RICHFIELD DOES ORDAIN:

### **SECTION 1. Legislative Findings**

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted by the City of Richfield this 11th day of October 2022
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	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

AGENDA SECTION: AGENDA ITEM# RESOLUTIONS

10.



### STAFF REPORT NO. 152 CITY COUNCIL MEETING 10/11/2022

REPORT PREPARED BY: Sam Crosby, Planner II

DEPARTMENT DIRECTOR REVIEW: Melissa Poehlman, Community Development Director

9/28/2022

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager

10/5/2022

### ITEM FOR COUNCIL CONSIDERATION:

Consider resolutions approving a preliminary plat and final plat in order to subdivide one lot into two, vacation of existing drainage and utility easements to be re-dedicated with the proposed plat, and an amendment to a Planned Unit Development to accommodate minor modifications triggered by the proposed new lot line at 600 - 64th Street West.

### **EXECUTIVE SUMMARY:**

North Bay Companies (Applicant) is requesting a replat of the property at 600 - 64th Street West. The subdivision of one lot into two will allow the Richlyn and Riley apartment buildings to be refinanced separately. The Applicant has also requested a vacation of all the existing drainage and utility easements granted by the original plat, as they are to be re-dedicated with the proposed plat. Finally, the proposed subdivision creates the need for additional flexibility from the Zoning Code in three ways:

- 1. The Richlyn lot will not meet the 5 foot parking setback requirement from the new (east/rear) lot line:
- 2. The Riley lot will not meet the 5 foot parking setback requirement from the new (west/side) lot line; and
- 3. The Riley lot will be 83% impervious, while the Planned Unit Development (PUD) as a whole remains at 79.3%.

No physical changes are being made to the site. The entire proposal is administrative in nature. The changes on paper will have no impact on the adjacent properties. The amount of flexibility granted with the original approval was very minor and the additional deviations are commensurate. For these reasons, staff finds that the proposal is reasonable. Staff further finds that the proposal conforms with the Comprehensive Plan and otherwise meets the requirements of the Zoning Code.

### **RECOMMENDED ACTION:**

### By motion:

- 1. Approve the resolution for both the preliminary plat and the final plat;
- 2. Approve the resolution amending the Planned Unit Development; and
- 3. Approve the resolution vacating existing drainage and utility easements.

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

#### A. HISTORICAL CONTEXT

- In June of 2020, the City approved a Reguiding, Rezoning and PUD for a new five-story, 82-unit building on 64th Street "The Riley", and renovations to an existing 22-unit building at 6345 Lyndale Avenue South "The Richlyn". The proposal met all Zoning Code requirements of the underlying MU-N zoning district with one sole deviation; the number of compact parking stalls (27) is slightly higher than permitted (23). The property was platted as a single parcel at the time.
- Construction of the project was recently completed and the building is currently 85.37% leased and 80.49% occupied. There are 12 units left that have not been rented. The project is on track to be 100% leased by the end of October.

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

- The new lot line is proposed through the Richlyn's back parking lot, 10 feet from the Riley building. The proposed location is the minimum needed to maintain compliance with building code fire separation requirements while maintaining the maximum size possible for the Richlyn lot.
- Staff has included a condition of approval that the properties continue to function as a whole in regards to impervious area.
- The Applicant will be executing a declaration of easements which provide for cross access and maintenance between the two properties.
- The Applicant will be dedicating a separate 15 foot sidewalk easement over the trail to the park along the east side of the property.
- Not related to the proposed subdivision, but worth pointing out: the minimum front yard setback of the Riley was reduced by one foot, from the standard 15 feet down to 14 feet. This was due to the dedication of a one foot strip of land along 64th Street for right-of-way widening.
- Zoning Code Section 542.13, Subd.3 establishes requirements for major amendments to an
  approved PUD. Since the request proposes a change in the parking setbacks, it is considered a
  major amendment. A major PUD amendment is subject to the same review criteria and
  procedures as issuance of a new PUD. Generally, the criteria require that the Council find that
  the proposal conforms to the goals and policies of the Comprehensive Plan and Zoning Code
  without having undue adverse impacts on public health, safety, and welfare.
- Given that no physical changes are proposed, the standard "required findings" remain the same. A full review of all applicable criteria was provided with the original approval, a copy of which can be provided upon request.

#### C. CRITICAL TIMING ISSUES:

60-DAY RULE: The clock started when a complete application was received on August 5, 2022. A subdivision is one of the few requests where 120 days is permitted by state statutes. Therefore, a decision is required by December 3, 2022.

#### D. FINANCIAL IMPACT:

- The required application fees have been paid.
- The affordability of the units will not be impacted by the proposed subdivision. Regardless of ownership, both properties will continue to be governed by the development agreement.

#### E. **LEGAL CONSIDERATION:**

- Notice of the public hearing was published in the Sun Current Newspaper and mailed to properties within 350 feet of the site on September 15th.
- The City attorney has provided a plat opinion and reviewed the agreement documents.
- At the September 26, 2022, Planning Commission meeting, no one from the public spoke to the matter. After some discussion about how the proposed subdivision might impact the long-term affordability of the Richlyn parcel, the Commission voted (5-1) to recommend approval of the request

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

- Approve the plat, amended PUD and vacation with additional and/or modified conditions.
- Deny the plat, amended PUD and vacation with findings that the proposal does not meet City requirements.

#### PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of North Bay Companies

#### **ATTACHMENTS:**

	Description	Туре
D	Plat Resolution of Approval	Resolution Letter
D	APUD Resolution of Approval	Resolution Letter
D	Vacation Resolution of Approval	Resolution Letter
D	Easement Vacation Exhibit	Exhibit
D	Location and Zoning Map	Backup Material
D	Plat Opinion Letter, dated Aug. 23, 2022	Backup Material
D	Declaration of Easements	Backup Material
D	Project Narrative	Backup Material
	Preliminary Plat Graphic	Backup Material
D	Final Plat Graphic	Backup Material

#### **RESOLUTION NO.**

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

**WHEREAS**, North Bay Companies ("Applicant") has requested approval of both a preliminary plat and a final plat that subdivides land generally located at 600 - 64<sup>th</sup> Street West, legally described as Lot 1, Block 1, Henley Two; and

WHEREAS, the proposed subdivision is to be known as RICHLYN RILEY; and

**WHEREAS**, a public hearing was held on the proposed preliminary plat of RICHLYN RILEY on Monday, September 26, 2022 at which all interested persons were given the opportunity to be heard; and

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

- 1. The proposed plat of RICHLYN RILEY satisfies the requirements of the City's subdivision ordinances.
- 2. Approval of both the preliminary plat and the final plat of RICHLYN RILEY is granted subject to the following conditions:
  - a. Prior to the City sign-off on the final plat, the applicant must address to the City Attorney's satisfaction all items listed in the plat opinion letter prepared by the City Attorney's office, dated August 23, 2022.
  - b. The applicant shall dedicate a separate 15-foot wide sidewalk easement over the trail to the park along the east side of the property.
  - c. The as-built drawings must be approved by the City Engineer prior to City sign-off on the final plat.
  - d. The final, executed copy of the construction maintenance agreement must be recorded with the Hennepin County Recorder's Office. Proof of such shall be submitted to the City prior to City sign-off on the final plat.
- 3. The Applicant must submit two mylar copies of the plat for signature by the City.
- 4. The Applicant must file the final plat with the Hennepin County Recorder or Registrar of Titles within two years of the approval of this resolution, along with:
  - a. the declaration of easements,
  - b. a copy of this approved resolution,
  - c. the sidewalk easement dedication document, and
  - d. the certificate of completion of vacation proceedings.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022.

	Maria Regan Gonzalez, Mayor
ATTEST:	
Kari Sinning, City Clerk	

#### **RESOLUTION NO.**

## RESOLUTION APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT AT $600 - 64^{TH}$ STREET WEST

**WHEREAS**, an application has been filed with the City of Richfield which requests approval of an Amended Planned Unit Development (APUD) for the Richlyn and Riley Apartments, on land that is legally described as follows:

Lot 1, Block 1, Henly Two, according to the plat thereof, Hennepin County Minnesota; and

WHEREAS, the Planning Commission of the City of Richfield held a public hearing and recommended approval of the requested APUD at its September 26, 2022 meeting; and

**WHEREAS**, notice of the public hearing was mailed to properties within 350 feet of the subject property, and published in the Sun-Current on September 15, 2022; and

**WHEREAS**, the requested APUD meets those requirements necessary for approving an Amended Planned Unit Development as specified in Richfield's Zoning Code, Section 542.09, Subd.3 and as detailed in City Council Staff Report No.\_\_\_\_\_; and

**WHEREAS**, the request meets those requirements necessary for approving a conditional use permit as specified in Richfield's Zoning Code, Section 547.09, Subd.6 and as detailed in City Council Staff Report No.\_\_\_\_\_; and

WHEREAS, the City has fully considered the request for approval of an APUD; and

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

- 1. The City Council adopts as its Findings of Fact the **WHEREAS** clauses set forth above.
- 2. An Amended Planned Unit Development is approved to facilitate the subdivision described in City Council Staff Report No. \_\_\_\_, on the Subject Property legally described above.
- 3. The approved Amended Planned Unit Development is subject to the following conditions:
  - a. The benches along the trail to the park along the east side of the property shall be installed prior to City sign-off on the final plat.
  - b. This approval is contingent upon, and subject to all the conditions of, the plat approval.

- c. The PUD as a whole exceeds the impervious area limitation, therefore the Richlyn Lot (Lot 1) will not be considered eligible to expand impervious area in the future, without approval of an amended PUD.
- 4. The APUD shall expire one year from issuance unless the use for which the permit was granted has commenced, substantial work has been completed or upon written request by the Developer, the Council extends the expiration date for an additional period of up to one year, as required by the Zoning Ordinance, Section 547.09, Subd.9.
- 5. The APUD shall remain in effect for so long as conditions regulating it are observed, the approval shall expire if normal operation of the use has been discontinued for 12 or more months, as required by the Zoning Ordinance, Section 547.09, Subd.10.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022

	Maria Regan Gonzalez, Mayor
ATTEST:	

#### **RESOLUTION NO.**

## RESOLUTION AUTHORIZING THE VACATION OF DRAINAGE AND UTILITY EASEMENTS

**WHEREAS**, the following described lands are subject to drainage and utility easements in favor of the City of Richfield:

Lot 1, Block 1, Henley Two, according to the plat thereof, Hennepin County Minnesota.

**WHEREAS**, the property is subject to easements for utility and drainage purposes per the recorded plat of Henley Two, as shown on the attached graphic; and

**WHEREAS**, the Property is part of a proposed re-plat, and all necessary drainage and utility easements will be re-dedicated in the new plat, so there is no need to reserve the easements as part of this proceeding; and

**WHEREAS**, the City Council finds that the easements reserved in the recorded plat of Henley Two are no longer needed, upon the recording of the plat of Richlyn Riley;

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

- The easements for drainage and utility purposes, which were reserved over the above-described property in the recorded plat of Henley Two, are hereby vacated, effective upon the recording of the plat of Richlyn Riley. If said plat is not recorded within one year of the date of this resolution, this resolution shall be null and of no effect.
- 2. This approval is contingent upon the plat approval.
- 3. The City Clerk is directed to prepare a certificate of completion of vacation proceedings. The applicant shall record the certificate in the office of the Hennepin County Recorder, along with the final plat.

Adopted by the City Council of the City of Richfield, Minnesota this 11th day of October, 2022.

ATTEST:	Maria Regan Gonzalez, Mayor
Kari Sinning, City Clerk	

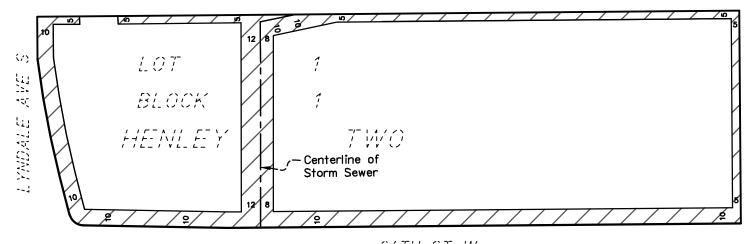
## Drainage and Utility Easement Vacation Exhibit Plat of HENLEY TWO

City of Richfield, Hennepin County, Minnesota

#### VACATION DESCRIPTION

All of the drainage and utility easements as created and dedicated by the plat of HENLEY TWO, according to the recorded plat thereof, Hennepin County, Minnesota.

DENOTES DRAINAGE AND UTILITY EASEMENT TO BE VACATED



64TH ST W

#### MINNESOTA CERTIFICATION

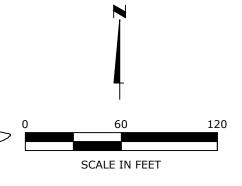
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the

Minnesota License No. 44565

State of Minnesota.

Dated this 6th day of September, 2022

Rory L. Synstelien





5000 GLENWOOD AVENUE GOLDEN VALLEY, MN 55422 CivilSiteGroup.com

Drawn By:TH

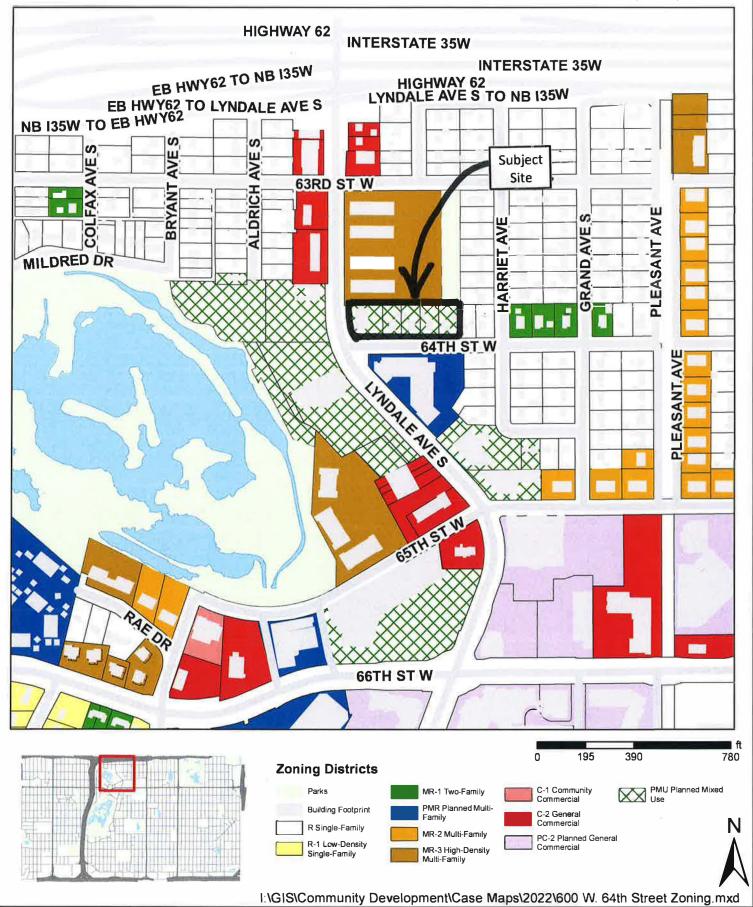
Project No. 19414.01 SHEET 1 OF 1



### 600 - 64th Street West

Location and Zoning Map

Richlyn Riley Re-Plat





Fifth Street Towers 150 South Fifth Street, Suite 700 Minneapolis MN 55402

(612) 337-9300 telephone (612) 337-9310 fax http://www.kennedy-graven.com Affirmative Action, Equal Opportunity Employer

#### SAMANTHA C. ZUEHLKE

Attorney at Law Direct Dial: (612) 337-9205 Email: szuehlke@kennedy-graven.com

August 23, 2022

Samantha Crosby, Planner II City of Richfield 6700 Portland Avenue Richfield, MN 55423 VIA EMAIL ONLY

RE: Plat Opinion for RICHLYN RILEY

Our File No. RC145-754

Dear Sam:

At your request, I have reviewed a copy of the final plat of **RICHLYN RILEY**, prepared by Civil Site Group PC (the "Plat"), and a commitment for title insurance issued by First American Title Insurance Company National Commercial Services, as agent for First American Title Insurance Company, with an effective date of February 20, 2022, Commitment No. NCS-960185-2-MPLS (the "Commitment").

The Commitment covers real property in Hennepin County, Minnesota, legally described as follows (the "Property"):

Lot 1, Block 1, Henley Two, Hennepin County, Minnesota.

Abstract Property

(the "Property").

I have the following comments:

- **1. Plat Execution**. The Plat must be executed by:
  - a. The three fee owners, according to the commitment:
    - i. Richfield Property Holdings, LLC, a Minnesota limited liability company; and
    - ii. 15th NB Property1 LLC, a Minnesota limited liability company; and
    - iii. 6345 Partners, LLC, a Minnesota limited liability company.

The Plat must be executed with all the formalities of a deed of title. We require from each above-named fee owner: a certificate of good standing from the Minnesota Secretary of State and evidence that each fee owner is authorized to convey the easements dedicated on the Plat, and that the persons signing are authorized to execute the Plat on behalf of their respective entities by providing adequate documentation. *I require review of these instruments*.

- b. The mortgagee, 21st Century Bank, a Minnesota corporation. The mortgagee must either sign the Plat or provide a consent to plat instrument to be recorded prior to recording the Plat. I require review of all of such documents prior to the city's release of the Plat for recording.
- c. The mortgagee, Firefly Credit Union, a federal credit union. The mortgagee must either sign the Plat or provide a consent to plat instrument to be recorded prior to recording the Plat. I require review of all of such documents prior to the city's release of the Plat for recording.
- **Taxes and Special Assessments**. All taxes due on the Property for the year the deed is to be recorded must be paid in full before the Plat is submitted to the County for recording.

Tax I.D. No. 27-028-24-22-0086 2022 base tax is \$49,200.52. 2022 taxes are half paid. There are no delinquent taxes of record.

There are no levied or pending special assessments.

- 3. <u>Title Commitment Exceptions.</u> The Plat is subject to the following items from Schedule B-II of the Commitment:
  - a. Subject to an easement and right-of-way for broadband communications system purposes in favor of Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee Inc., a Delaware corporation, dated February 27, 2009, and filed February 5, 2010, as Document No. A9477639. This is a private easement for Comcast Inc. to provide Broadband services to the Property. The private easement need not be depicted on the Plat. The easement covers Lot 1 of the Richlyn Riley Plat. The City should review in order to ensure that the location of the easement does not interfere with any public improvements.
  - b. Subject to easement for drainage and utility purposes as depicted on the plat of Henley Two, recorded May 7, 2021, as Document No. 10950571. *The easements are depicted on the Plat. No further action is required.*
  - c. Subject to the terms and conditions contained in the City of Richfield's Resolution No. 11752, approving the final development plan, conditional use permit, and the planned

- unit development at Lyndale Avenue and 64th Street, dated July 14, 2020, recorded May 7, 2021, as Document No. 10950556. *No further action is required.*
- d. Subject to a Mortgage, Assignment of Rents, Security Agreement, and Fixture Financing Statement, dated March 28, 2018, and recorded April 24, 2018, as Document No. A10547334, by and between 6345 Lyndale LLC, a Minnesota limited liability company, for the benefit of 21st Century Bank, a Minnesota corporation, in the original amount of \$1,356,250.00. Prior to the recording of the Plat, the mortgagee must either sign the Plat or sign a consent to plat in accordance with Paragraph 1.b., above. No additional action is required.
- e. Subject to a Mortgage, Assignment of Rents, Security Agreement, and Fixture Financing Statement, dated December 28, 2018, and recorded January 2, 2019, as Document No. A10624780, by and between 64th Street LLC, a Minnesota limited liability company, for the benefit of 21st Century Bank, a Minnesota corporation, in the original amount of \$208,125.00. This mortgage does not appear to relate to the Property to be platted. This mortgage relates to Lot 6, Block 6, Lyndale Oaks, Hennepin County, Minnesota. The plat of Henley Two is the replat of Lots 3-8 of Block 5, of Lyndale Oaks. The Title Company should review this exception and it should be removed from the Commitment.
- f. Subject to a Mortgage, Assignment of Rents, Security Agreement, and Fixture Financing Statement, dated December 28, 2018, and recorded January 2, 2019, as Document No. A10624786, by and between 64th Street LLC, a Minnesota limited liability company, for the benefit of 21st Century Bank, a Minnesota corporation, in the original amount of \$189,375.00. While under the same management as fee owner 6345 Lyndale LLC, 64th Street LLC is not a fee owner of the Property according to the Commitment. 64th Street LLC conveyed Lot 5, Block 5, Lyndale Oaks by limited warranty deed to the three fee owners listed in the Commitment. A satisfaction of mortgage was never recorded in the Hennepin County Property records with respect to this mortgage. We require that a satisfaction of mortgage be recorded prior to the recording of the Plat.
- g. Subject to a contract for Private Development between the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, and 6345 Partners, LLC, a Minnesota limited liability company, dated September 22, 2020, recorded May 3, 2021, as Document No. 10948739; as amended by the First Amendment to Contract for Private Development between the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, and 6345 Partners, LLC, Richfield Property Holdings, LLC, and 15th NB Property1, LLC dated December 22, 2020, filed May 3, 2021, as Document No. 10948740. The contract for Private Development has the HRA providing TIF financing to the developer for the rehabilitation of existing housing and the construction of new housing on the Property. The amendment to the contract for Private Development amends the description of the

- developer to include all three fee owners of the Property as identified by the Title Commitment. No further action is required.
- h. Subject to a Declaration of Restrictive Covenants made by 6345 Partners, LLC, a Minnesota limited liability company, Richfield Property Holdings, LLC, a Minnesota limited liability company, and 15th NB Property1, LLC, a Minnesota limited liability company, in favor of the Housing and Redevelopment Authority in and for the City of Richfield, Minnesota, dated December 22, 2020, filed May 3, 2021, as Document No. 10948741. The Declaration places occupancy restrictions on the housing to be developed on the Property, including covenants regarding tenant income provisions. No further action is required.
- i. Subject to a Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, executed by Richfield Property Holdings, LLC, 15th NB Property1 LLC, and 6345 Partners, LLC, in favor of Firefly Federal Credit Union, a federal credit union, dated December 24, 2020, filed May 3, 2021, as Document No. 10948742, in the original amount of \$14,047,500.00. Prior to the recording of the Plat, the mortgagee must either sign the Plat or sign a consent to plat in accordance with Paragraph 1.c., above. No additional action is required.
- j. Subject to a Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, executed by Richfield Property Holdings, LLC, 15th NB Property1 LLC, and 6345 Partners, LLC, in favor of Firefly Federal Credit Union, a federal credit union, dated December 24, 2020, filed May 3, 2021, as Document No. 10948743, in the original amount of \$2,287,500.00. Prior to the recording of the Plat, the mortgagee must either sign the Plat or sign a consent to plat in accordance with Paragraph 1.c., above. No additional action is required.
- k. Subject to the rights of tenants under unrecorded leases. *If such documents exist, they have not yet been presented to me for review. I will require review of such documents as applicable.*

#### 4. Plat Corrections.

- a. The signature block for each fee owner should be revised to omit the word "its" before each blank designating the signatory's title.
- b. A period should finish the sentence follow the surveyor's name in the surveyor's acknowledgment.
- **5. Commitment Revisions.** The Commitment is dated February 20, 2022. I require review of a Commitment that is less than 90 days old.

This letter does not purport to set forth every matter relevant to a determination of whether title to the property is marketable, and no one should rely upon it for that purpose. The sole purpose of this letter is to identify required signatories to the plat and related issues of interest to the City in connection with platting, as evidenced by the Commitment.

This opinion is conditioned upon the issuance of a title policy in favor of the City of Richfield, insuring the City's interests as they appear in the plat of **RICHLYN RILEY** in an amount acceptable to the City.

Very truly yours,

Samantha C. Zuehlke

Samantha C. Zuehlke

SCZ:MDT

#### **DECLARATION OF EASEMENTS**

This DECLARATION is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by Richfield Property Holdings, LLC, a Minnesota limited liability company, 15th NB Property1 LLC, a Minnesota limited liability company, and 6345 Partners, LLC, a Minnesota limited liability company (collectively, the "Declarant").

#### **RECITALS**

A. Declarant has received land use and subdivision approvals from the City of Richfield, Minnesota, for a planned unit development (the "PUD") situated on the following parcels of real property owned by Declarant:

Lots 1 and 2, Block 1, RICHLYN RILEY, Hennepin County, Minnesota.

Lot 1, Block 1, RICHLYN RILEY, is referred to herein as the "West Lot," and Lot 2, Block 1, RICHLYN RILEY, is referred to herein as the "East Lot." Collectively, the West Lot and East Lot are referred to herein as the "Parcels."

- B. The PUD comprises two multifamily residential buildings, one of which is located on the West Lot (the "West Building") and one of which is located on the East Lot (the "East Building"), both as depicted on site plan depicted on <a href="Exhibit A">Exhibit A</a> attached hereto and made a part hereof (the "Site Plan").
- C. There is a parking lot situated between the West Building and the East Building (the "Parking Lot"), as depicted on the Site Plan. The parking lot serves the West Building and fulfills the parking requirements for the West Building as required by the City of Richfield in its approval of the PUD.
- D. The property line that divides the West Lot from the East Lot runs through the Parking Lot, in such manner that the majority of the Parking Lot is located on the West Lot and a small portion of the Parking Lot is located on the East Lot.

E. Declarant desires to subject the Parcels to certain covenants, conditions and restrictions hereinafter set forth, for the benefit of the respective parcels and each owner, present and future, thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Declarant hereby declares, imposes and makes the Parcels subject to the following covenants, restrictions and conditions.

- 1. Recitals. The Recitals are incorporated herein as if fully set forth.
- 2. Owners. The term "Owner" or "Owners" shall mean Declarant and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the Parcels.
- 3. <u>Grant of Easements</u>. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby declares and grants the following:
  - a. A non-exclusive easement for vehicular and pedestrian access, parking and maintenance of the Parking Lot for the benefit of the West Lot over and upon that portion of the Parking Lot located on the East Lot.
  - b. A non-exclusive easement for pedestrian access for the benefit of the West Lot over and upon the paved walkway located on the East Lot, which walkway runs adjacent to the Parking Lot, as is depicted on the Site Plan.
  - c. A non-exclusive easement for vehicular and pedestrian access and parking over and upon the portion of the Parking Lot located on the West Lot for the benefit of the East Lot, solely for the purpose of maintenance of mechanical equipment located in the northwest corner of the East Lot, which mechanical equipment is generally depicted on the Site Plan.
  - d. A non-exclusive right and easement for the benefit of the East Lot to discharge surface storm water drainage and/or runoff from the East Lot over, upon and across the West Lot.
- 4. <u>Maintenance of Parking Lot</u>. The Owner of the West Lot shall be responsible for all maintenance, including snow removal, of the entire Parking Lot, including that portion located on the East Lot, at such Owner's sole cost and expense.
- 5. <u>Interference with Easement</u>. No obstructions that would prevent, restrict or otherwise hinder the reasonable use of the easements granted herein for the purposes permitted herein shall be permitted, except for temporary obstructions related to construction, maintenance, repair and replacement of improvements on the Parcels.
- 6. <u>Duration; Termination</u>. This Declaration shall be perpetual in nature. This Declaration shall be recorded and shall constitute covenants and obligations running with the

land and shall be binding and inure to the benefit of the Owners, their tenants and invitees, and their successors and assigns unless and until this Declaration is terminated. This Declaration may be terminated only by written agreement by and between the Owners of all Parcels and with prior written consent of the City of Richfield.

- 7. <u>No Third-Party Beneficiaries</u>. This Declaration is for the sole benefit of the Owners and shall not create any rights in third parties.
- 8. <u>Not a Public Dedication</u>. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, or for any public use or purpose whatsoever.
- 9. <u>Severability</u>. If any provision this Declaration is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Declaration.
- 10. <u>Headings</u>. The headings of sections of this Declaration are for convenience of reference only and do not form a part hereof and in no way interpret or construe any of the terms and provisions contained herein.
- 11. <u>Governing Law</u>. This Agreement and the rights and obligations hereunder of the parties hereto shall be governed by the laws of the State of Minnesota.

[SIGNATURE PAGES FOLLOWS]

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

	Richfield Property Holdings, LLC (a Minnesota limited liability company)
	By: Name: Daniel Oberpriller Its: Manager
STATE OF MINNESOTA	)
COUNTY OF	) SS _)
2 2	ment was acknowledged before me this day of
My commission expires:	
-	Notary Public

**15th NB Property1 LLC** (a Minnesota limited liability company)

	By:
	Name: Daniel Oberpriller
	Its: Chief Manager
STATE OF MINNESOTA )	
) SS	
COUNTY OF)	
The foregoing instrument v	was acknowledged before me this day of
	erpriller, the Chief Manager of 15th NB Property1 LLC, a
Minnesota limited liability company, or	n behalf of the company.
My commission expires:	
-	Notary Public

#### 6345 Partners, LLC

(a Minnesota limited liability company)

	By:
	Name: Daniel Oberpriller
	Its: Manager
STATE OF MINNESOTA	)
	) SS
COUNTY OF	
0 0	ment was acknowledged, subscribed, and sworn to before me this, 2022, by Daniel Oberpriller, the Manager of 6345 Partners, LLC,
a Minnesota limited liability	company, on behalf of the company.
My commission expires:	
J	Notary Public

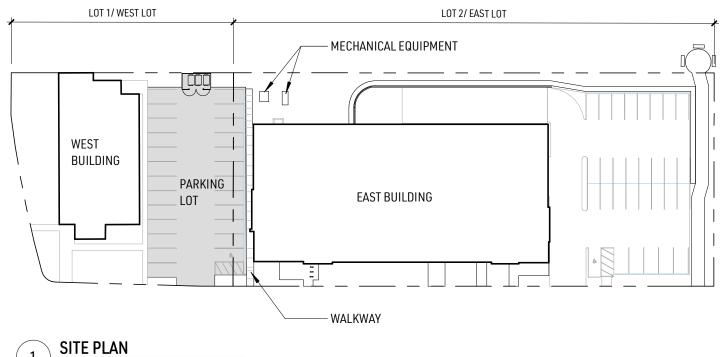
This Instrument was drafted by: Faegre Drinker Biddle & Reath LLP (CEL) 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901 (612) 766-7000

#### **EXHIBIT A**

Site Plan

(Inserted on Next Page)

US.351587795.02







### **RILEY APARTMENTS**

600 64TH STREET WEST, RICHFIELD, MN 55423

**EASEMENT DOCUMENT** 

Copyright 2019 DJR Architecture, Inc.

Project #: Date: Drawn by: Checked by: 19-060.00 08.29.22 Μ0 A3.3



## RICHLYN & RILEY APARTMENTS, RICHFIELD, MINNESOTA PROJECT RECAP

**Zoning Recap** 

Current Primary Zoning: Planned Mixed Use

Site

Total Area 57,262 sf

Building Footprint 20,584 sf

Richlyn Building- 4,700 sf Riley Building- 15,884 sf

Building Area-

91,040 sf

Richlyn Building- 14,100 sf Riley Building- 76,940 sf

\*includes 21,302 SF of parking

Parcels: 27-028-24-22-0086

#### **Unit Recap**

Richlyn Building (6345 Lyndale Avenue S)

22

Studios

Riley Building (600 64th Street W)

Studios 56 1BR 25

2 BR 1 (Accessible)

Total Units 104

#### Parking (Richlyn & Riley Apartments)

Richlyn Building- 25 Stalls Riley Building- 95 Stalls

Parking Provided 120 Stalls

**Building Height** 

Riley Building 5 Stories, 58'-8"

#### Usable Open Space

Richlyn Building 1,987 SF Riley Building 4,605 SF

#### PROJECT NARRATIVE

In July 2020, the Richfield City Council approved a comprehensive plan amendment, rezoning and a conditional use permit (CUP) for a planned unit development (PUD) on the northeast corner of Lyndale Avenue South and 64th Street West. As approved and now constructed, the PUD is a single platted lot with two residential buildings. The building on the west side of the lot, facing Lyndale, was constructed in the 1960s. It includes 22 dwelling units, 16 of which are affordable at 60% AMI. Following approval of the PUD, several improvements were made to the west building, now named Richlyn, including improvements to the entry, exterior lighting, sidewalks and landscaping, upgraded windows, interior lighting, flooring, and kitchen and bathroom renovations including appliances, countertops, and cabinetry. Construction of the new building on the east side of the site is essentially completed. That building, named Riley, includes 82 dwelling units, primarily market rate but 5 of which are affordable at 60% AMI.

The Owner is requesting that the PUD be amended to allow for subdivision of the site into two lots, each containing one of the buildings. Now that construction is complete, the Owner would like to refinance the construction loan. The degree of affordability of the Richlyn units will qualify a lot with just the Richlyn on it for refinancing at more favorable terms, which will contribute to the economic stability of the affordable housing property. Subdivision of the PUD into two lots will have no effect or impact on adjacent properties. Both lots will continue to be part of the PUD and subject to its conditions of approval and no change in the development plan or use of the property is proposed.

The Owner is requesting approval of the following deviations from the requirements of the Planned Mixed Use with MU-N standards.

• The property line that will divide the two lots runs through a row of parking stalls, such that the parking areas on both of the lots abut the new, shared lot line, so will not meet the minimum 5-foot setback requirement. A deviation to allow the parking areas on both lots to be at 0 feet is requested. The buildings on both lots are greater than 5 feet from the shared lot line, so no deviation is required for the setback of the structures. The location of the internal lot line is based on two factors: 1) maintaining compliance with building code fire separation requirements between a structure and a side lot line, and 2) maintaining the maximum size possible for the Richlyn lot. Building code fire separation distances are based on the percentage of openings in the building wall. A setback of at least 10 feet is required for the Riley to comply with building code based on window and other openings in the west facade.

As approved in the 2020 PUD, the 25 parking stalls in the surface lot between the buildings will be allocated for use by the Richlyn. A declaration of easements will be recorded that establishes the rights of the Richlyn property to use and access to the portion of the parking stalls in this parking area that will be located on the Riley lot.

- The maximum impervious surface area standard is 75%. Proposed Lot 1 (the Richlyn lot) will have 70.8% impervious surface area and will comply with that standard. Proposed Lot 2 (the Riley lot) required approval of a deviation to 83.0%. The percentage of impervious surface for the PUD as a whole is 79.3%. The total impervious surface percentage of the PUD when the original application was submitted in 2020 met the 75% standard. However, Planning Commissioners felt that the project should provide parking in excess of the minimum amount required by code and, in response to those concerns, the development team submitted a revised plan for the City Council that reconfigured the surface parking lot on Proposed Lot 2 to add stalls. A deviation was justified because the additional paved parking area responds to concerns related to availability of onsite parking. It was further justified because the impervious coverage on Proposed Lot 2 includes a paved walkway for public use between 64th Street and Garfield Park. No new changes to the development plan increasing impervious surface are proposed.
- Approval of a third deviation is requested to reduce the minimum front yard setback of the Riley from the standard 15 feet to 14 feet. This deviation is not related to the proposed subdivision; rather it is due to a condition created in 2020 related to dedication of part of the PUD site for widening of 64th Street. The setback of the Riley based on the street line when the applications were approved in 2020 complied with the 15-foot setback requirement. However, the plat approved and recorded in 2020 included, at the request of the City, dedication of a strip of land along 64th Street for right-of-way widening. Upon this realignment of the property line, the front setback of the Riley became 14 feet.





PLANNING & ZONING APPLICATION

09.12.22

### Riley Apartments

600 64th Street W Richfield, Minnesota

19-060.00

**Project Information** 

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PLANNING & ZONING APPLICATION

09.12.22

### Riley **Apartments**

600 64th Street W Richfield, Minnesota 19-060.00

Landscaped Areas

17,368 sf Total Area Impervious Site Area - 12,293 sf Pervious Site Area - 5,075 sf 70.8%

29.2%

#### IMPERVIOUS AREA - LOT 2 (RILEY APTS)

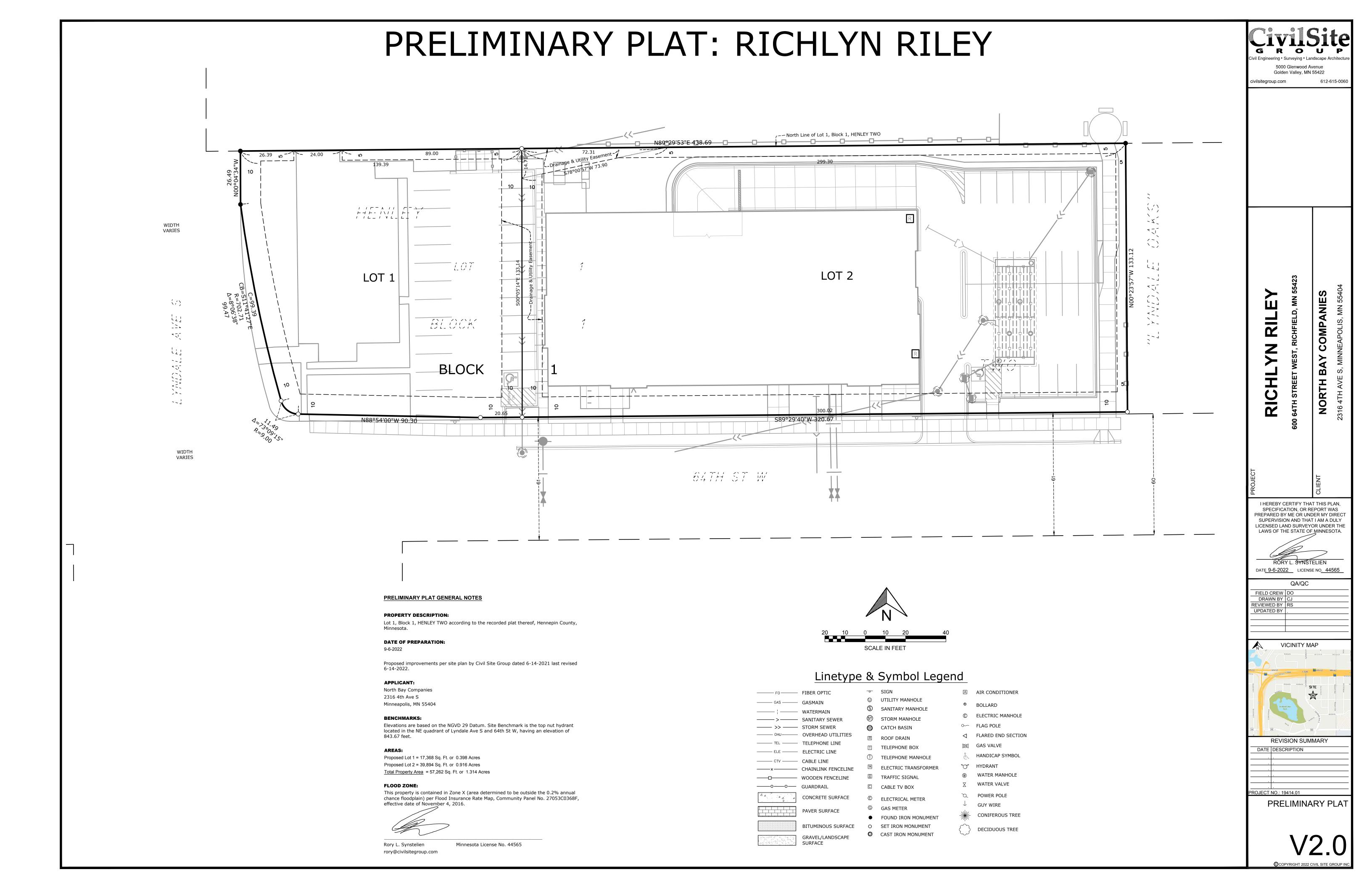
39,894 sf Total Area Impervious Site Area - 33,121 sf Pervious Site Area - 6,773 sf 83.0% 17.0%

#### 57,262 sf Total Area

IMPERVIOUS AREA TOTALS

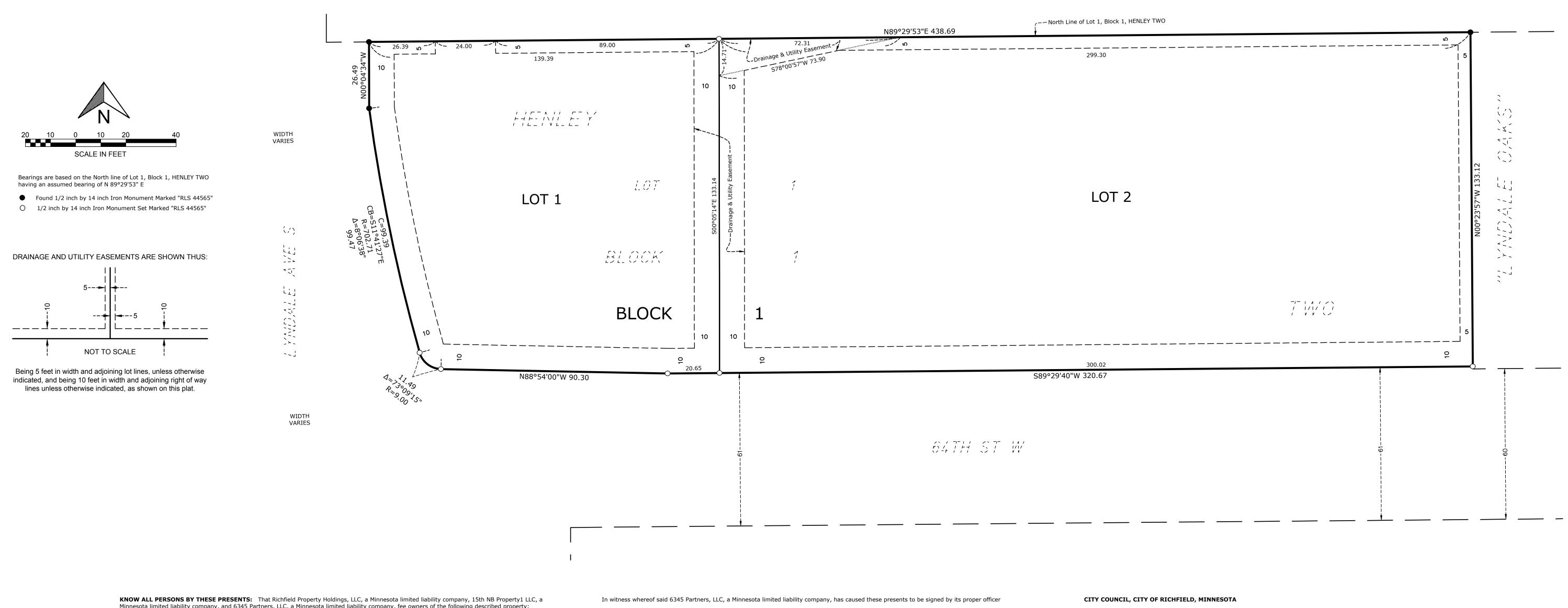
Impervious Site Area - 45,414 sf Pervious Site Area - 11,848 sf 79.3% 21.8%

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# RICHLYN RILEY

C.R. DOC. NO



Minnesota limited liability company, and 6345 Partners, LLC, a Minnesota limited liability company, fee owners of the following described property:

Lot 1, Block 1, HENLEY TWO, according to the recorded plat thereof, Hennepin County, Minnesota.

Have caused the same to be surveyed and platted as RICHLYN RILEY and do hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Richfield Property Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer

SIGNED: Richfield Property Holdings, LLC

STATE OF \_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_ This instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_,

\_\_\_\_\_, its \_\_\_\_\_\_\_ of Richfield Property Holdings, LLC, a Minnesota limited liability company, on behalf of

My Commission Expires:\_\_\_\_\_ Notary Public, Signature

In witness whereof said 15th NB Property1 LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer

this \_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_.

SIGNED: 15th NB Property1 LLC

STATE OF \_\_\_\_\_\_, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_,

\_\_\_\_, its \_\_\_\_\_\_of 15th NB Property1 LLC, a Minnesota limited liability company, on behalf of the My Commission Expires:\_\_\_\_\_

Notary Printed Name Notary Public \_\_\_\_\_County,\_\_\_\_

SIGNED: 6345 Partners, LLC

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

STATE OF \_\_\_\_\_\_, COUNTY OF \_\_\_\_\_\_ This instrument was acknowledged before me this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_\_\_,

by \_\_\_\_\_\_\_, its \_\_\_\_\_\_\_of 6345 Partners, LLC, a Minnesota limited liability company, on behalf of the company.

My Commission Expires:\_\_\_\_\_ Notary Printed Name Notary Public \_\_\_\_\_

SURVEYORS CERTIFICATE

I Rory L. Synstelien do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Rory L. Synstelien, Licensed Land Surveyor Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_day of\_\_\_\_ \_\_\_\_, 20\_\_\_\_, by Rory L. Synstelien

My Commission Expires:\_\_\_\_\_ Notary Public, Signature Notary Printed Name

This plat of RICHLYN RILEY was approved and accepted by the City Council of the City of Richfield, Minnesota at a regular meeting thereof held this \_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Richfield, Minnesota

**RESIDENT AND REAL ESTATE SERVICES**, Hennepin County, Minnesota

I hereby certify that taxes payable in 20\_\_\_\_\_ and prior years have been paid for land described on this plat, dated

, County Auditor

**SURVEY DIVISION,** Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_. Chris F. Mavis, County Surveyor

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of RICHLYN RILEY was recorded in this office

this \_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_ , at \_\_\_\_O'Clock \_\_\_\_M. Amber Bougie, County Recorder

