

AGENDA

CITIZEN PARTICIPATION

The City Council is meeting as a legislative body to conduct the business of the City according to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the following times and always within the prescribed rules of conduct for public input at meetings.

A. PUBLIC HEARINGS: Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL.

B. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA

Any member of the public may speak at this time on any item NOT on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Other Business at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion without permission of the presiding officer.

Your participation, as prescribed by the Council's RULES, is welcomed and your cooperation is greatly appreciated.

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1. CITY COUNCIL MEETING CALLED TO ORDER
 2. ROLL CALL: Blackledge, Greenberg, Parisian, Caceres Aranda, Mayor Sutton
 3. MICROPHONE CHECK: Blackledge, Greenberg, Parisian, Caceres Aranda, Mayor Sutton
 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA
 5. APPROVAL OF THE MAY 5, 2026 MEETING AGENDA
 6. CONSENT AGENDA: Pursuant to Council rules, one motion, non- debatable, will approve the recommendation noted. Any member of the Council may ask for an item to be taken from the Consent Agenda for discussion and separate action. Such items removed from the Consent Agenda shall be considered immediately following approval of the balance of the Consent Agenda:
 - A. Approve Meeting Minutes from April 21, 2026

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- B. Approve City Council Work Session Meeting Minutes from March 10, 2026
 - C. Quarterly Financial Information for General, Water, Sanitary Sewer, Storm Sewer and Solid Waste
 - D. Establishment of the 2027-2028 Budget Calendar
 - E. Approve Joint Equipment Purchase and Joint Powers Agreement with the City of Crystal to Purchase and use the Equipment - City Project 8080
 - F. Accept Proposal for Crack Sealing
 - G. Twin Cities Walleyes Unlimited Donation to Badges and Bobbers
 - H. Approve Resolution of Support for 4205 West Broadway Proposed Redevelopment Project Grant Application to Hennepin County Environmental Response Fund (ERF) Grant Program
 - I. Approve Resolution of Support for Hennepin County ERF Grant Application for 4740 & 4750 42nd Ave Mitchell Realty Business Building
 - J. Bank Signature Change
7. PRESENTATIONS
- A. Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation
 - B. National Public Works Week Proclamation
 - C. Robbinsdale Public Library Centennial Proclamation
8. PUBLIC HEARINGS
- A. Massage Therapy Business License
9. OLD BUSINESS
- A. None
10. NEW BUSINESS
- A. Zoning Text Amendment to Code Section 820 Public and Right of Way Trees: Vegetation
 - B. Zoning Text Amendments to City Code Sections 825 (Tree Pruning and Chemical Treatments), 835 (Tree Disease & Insect Program), 425.11 (Definitions) and 425.15 (Minimum Standards)
 - C. MPCA PFAS Sampling Project
11. OTHER BUSINESS

A. Voucher Requests Pending Approval for Disbursement

12. ADMINISTRATIVE REPORTS

13. COUNCIL GENERAL COMMUNICATIONS

14. ADJOURNMENT

MINUTES

CITY COUNCIL MEETING CALLED TO ORDER

Mayor Sutton called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Blackledge, Greenberg, Parisian, Caceres Aranda, Sutton

Absent:

Staff: Tim Sandvik, City Manager; Chase Peterson-Etem, Assistant City Manager/City Clerk; Stephan Papiz, Forester/Natural Resources Specialist

MICROPHONE CHECK**OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA**

None.

APPROVAL OF THE APRIL 21, 2026, MEETING AGENDA

City Clerk Peterson-Etem noted the addition of Other Business Item 11A, Voucher Disbursement Request.

Member Parisian MOVED, seconded by Greenberg, to approve the April 21, 2026, City Council agenda, as amended. The vote was unanimous, and the motion carried.

CONSENT AGENDA

Mayor Sutton removed Item B for further consideration.

Member Greenberg MOVED, seconded by Parisian, to approve the consent agenda, as revised. The vote was unanimous, and the motion carried.

- A. Approve City Council Meeting minutes from April 7, 2026
- C. Approve submission of a Metropolitan Council Water Efficiency grant application.
- B. Robbinsdale Wine & Spirits' Monthly Financial Statements – February
- C. Robbinsdale Wine & Spirits' Monthly Financial Statements – March 2026
- D. Deputy Registrar's Monthly Financial Statements – February
- E. Deputy Registrar's Monthly Financial Statements – March 2026
- F. Appointment of Alternate Commissioner to Bassett Creek Watershed Commission
- G. Hennepin County Youth Activities Grant Application

H. Miller Concessions at Hy-Vee

I. Antenna lease amendments with T-Mobile for 3310 Oakdale Ave N

J. Approval of Credit Card Charges and Payment

K. Authorize City Manager to Execute License Agreement with Birdhouse Restaurant

L. Approval of Licenses

M. Receive Sustainability Committee meeting minutes from March 18th, 2026

B. Investment Report

Mayor Sutton asked Staff to highlight what the investment report means for taxpayers.

City Manager Sandvik explained the importance of investment reports, the process, investment strategies, and net gains.

Mayor Sutton asked how the City recoups gains from the \$100,000 investment to the State Board. Sandvik stated it is relatively new, but the strategy has been to reinvest earnings into the State Board.

Member Caceres Aranda MOVED, seconded by Greenberg, to approve the Investment Report. The vote was unanimous, and the motion carried.

PRESENTATIONS

A. Arbor Day Proclamation

Peterson-Etem introduced the Arbor Day Proclamation and highlighted the importance of trees and keeping green spaces clean within the community.

Member Parisian asked the Staff to share details about the City's Arbor Day Celebration.

Peterson-Etem noted the Arbor Day Celebration is this coming Saturday at Manor Park at 9:30 a.m. and stated they will be cleaning up the park and giving away free seedlings.

Member Parisian encouraged residents to attend and noted that it is a very well-run event.

Member Parisian MOVED, seconded by Blackledge, to proclaim Saturday, April 25, 2026, as Arbor Day in the City of Robbinsdale. The vote was unanimous, and the motion carried.

B. Robbinsdale Forestry/Natural Resources Annual Report

Forester/Natural Resources Specialist Papiz presented the Forestry/Natural Resources Annual Report through providing an Emerald Ash Borer (EAB) update, tree pruning, native prairie/raingarden plan management activities, noxious weeds and invasive species control, shade tree disease, gravel bed nursery bareroot tree planting, tree and plant sales, City Code changes and updates, GIS-based tree and plant inventories, County Road 81 native landscape medians, Arbor Day Celebration, Adopt-a-Park Program, and Tree City USA.

Mayor Sutton highlighted Papiz’s foresight in addressing the Emerald Ash Borer issue, noting how he extended the effectiveness of the insecticide treatment. This approach was contrasted with strategies used in other cities, and Sutton offered strong praise for Papiz’s work, emphasizing the significant savings achieved for taxpayers.

Member Parisian echoed the appreciation for his expertise and contributions to the City of Robbinsdale. She asked Papiz what advice he could offer residents regarding trees on their properties. Papiz highlighted the importance of regular structural pruning and general intensive maintenance of trees.

Member Parisian asked how often trees need to be pruned. Papiz noted that it depends on the species, but every once in a while to three years. He commented that fast-growing species need to be pruned once every year.

Member Blackledge voiced appreciation for the presentation and asked Papiz if he’s available to residents for questions. Papiz stated yes and is happy to do that.

Member Greenberg thanked Papiz for his presentation and highlighted the utilization of grants. He asked if the City could reapply for expired grants or if they were one-time offerings. Papiz noted the State, DNR, and County offer annual grants, but the EAB grant was a one-time situation.

Member Caceres Aranda thanked Papiz and noted it is evident his team cares and is passionate about the work they are doing. He also thanked Papiz for sharing how residents can be involved in this work.

Mayor Sutton asked whether residents can contact City contractors directly. Papiz stated yes, and the City can share which contractors it uses, but there are no negotiated rate reductions. He noted that such a request has never been received, largely because each tree pruning or removal job varies in scope and cost. He commented that insecticide injections could be given at a set rate.

Mayor Sutton expressed disappointment that the prairie restoration project didn’t receive grant funding. He asked about a phased approach as a potential way to carry out the work over time and help reduce overall long-term costs. Papiz noted that a phased approach is a good way to describe it and stated that the Staff is currently reaching out for cost proposals after being unable to secure the grant. Despite the setback, the effort is ongoing and not being abandoned.

Member Parisian MOVED, seconded by Greenberg, to receive the Robbinsdale Forestry/Natural Resources Annual Report. The vote was unanimous, and the motion carried.

PUBLIC HEARINGS

A. None

OLD BUSINESS

A. None

NEW BUSINESS

A. Adopt 2026 Goals and Top Priorities

Sandvik provided an overview of the item, outlining the timeline, history, and describing the process of reviewing past efforts while identifying new goals and top priorities.

Mayor Sutton commented that he appreciated seeing how the City approaches this work and felt the session was very productive in clarifying what matters most to both Council and Staff.

Member Parisian thanked the Staff for organizing and facilitating the annual meeting, noting it was a valuable and insightful session. She also expressed support for the identified goals and appreciation for the monthly report cards that the Staff provides.

Member Caceres Aranda shared that he valued both the process and the facilitator who led the meeting, and voiced support for the established goals. He asked whether quarterly check-ins on progress could be implemented or if that had been done in prior years. Sandvik responded that updates are already provided monthly through report cards, noting that some goals are actionable, some are more philosophical, and others fall somewhere in between.

Member Blackledge MOVED, seconded by Caceres Aranda, to approve the 2026 Goals and Top Priorities. The vote was unanimous, and the motion carried.

A. Authorize Staff to Issue RFP for Cleaning Services

Sandvik provided an overview of the item, detailing the current cleaning situation, including operating hours, background check requirements, and the process for site tours and bidding.

Member Blackledge MOVED, seconded by Parisian, to Authorize Staff to issue RFP for Cleaning Services. The vote was unanimous, and the motion carried.

OTHER BUSINESS

A. Voucher Requests Pending Approval for Disbursement

Member Greenberg MOVED, seconded by Parisian, to approve voucher disbursement requests for the period ending April 21, 2026. The vote was unanimous, and the motion carried.

ADMINISTRATIVE REPORTS

Peterson-Etem noted that election judge applications are now available on the City website and provided details on compensation, time commitment, and required training. He also shared that seats in Ward 3 and Ward 4 will be up for election, with candidate filing opening on May 19 and running for two weeks. Additionally, residents will receive a postcard in the mail with information about upcoming changes to the online utility payment system.

Sandvik highlighted the benefits of transitioning to the new utility payment system, thanked Papiz for his presentation, and provided updates on recent legislative activity, the upcoming Arbor Day celebration, and May programming.

COUNCIL GENERAL COMMUNICATIONS

Member Blackledge encouraged residents to say hello to their neighbors.

Member Greenberg noted he will be attending the Arbor Day celebration and hopes to see residents in attendance.

ADJOURNMENT

Member Greenberg MOVED, seconded by Caceres Aranda, to adjourn the meeting at 8:18 p.m. The vote was unanimous, and the motion carried.

Chase Peterson-Etem, City Clerk

Bradley Sutton, Mayor

MINUTES

CITY COUNCIL WORK SESSION CALLED TO ORDER

Mayor Pro Tem Blackledge called the meeting to order at 7:33 PM.

A. VIRTUAL ATTENDANCE NOTICE

Minnesota State Statute 13D.02 allows for Council members to participate in meetings through interactive technology. This notice is to inform the public that Mayor Sutton will be participating in the March 10, 2026, City Council Work Session meeting via interactive technology and Councilmember Caceres Aranda may be participating via interactive technology.

ROLL CALL

Present: Member Parisian, Member Greenberg, Mayor Pro Tem Blackledge, Mayor Sutton (virtual), Member Caceres Aranda (virtual)

Absent: None

Staff: Tim Sandvik, City Manager; Kayla Kirtz, Sustainability Coordinator; Stephan Papiz, City Forester/Natural Resources Specialist; Jenna Wolf, Water Resources Specialist; Gwen Casey, MN GreenCorps Member; Matt Bazyk, Recreation Services Manager; Rachel Leen, Communications Coordinator

DISCUSSION

A. City Hall Native Plantings Project

Kirtz, Papiz, Wolf, and Casey introduced a collaborative native plant project focused on community engagement, enhanced green space, and sustainability. The proposal recommends converting select turf areas near Robbinsdale City Hall to native plantings, which better support stormwater management, biodiversity, and overall environmental health.

Staff have coordinated with Public Works and Parks & Recreation on logistics and community considerations. Prairie Restorations developed a proposal following an on-site review. While costs are significant, staff applied for a Minnesota DNR grant that would fund installation and three years of maintenance if awarded.

Papiz explained that native plantings require intensive upfront work, including herbicide use to remove existing turf. Proposed sites include multiple areas around City Hall and near the softball field, while retaining some turf for recreational use. Native species will be selected based on site conditions. The first year requires the most effort, with ongoing maintenance such as spot weeding. The project aligns well with DNR funding priorities.

Wolf shared updates on the City Hall rain garden, where staff completed a prescribed burn and will continue site preparation before new plantings are installed. Water-tolerant species will be used. While establishment takes time, long-term maintenance will be lower than turf and require no irrigation, freeing up staff capacity.

Council expressed overall support. Member Caceres Aranda asked about funding if the grant is not awarded; staff noted the project would likely be delayed, as it is not in the CIP, though future grant rounds are available. Rain garden improvements will proceed regardless. Mayor Sutton supported the project and asked about in-

house maintenance. Papiz noted that specialized equipment is required and agreed it would be helpful to estimate long-term cost and staff time savings.

Member Parisian emphasized communication opportunities, including signage, social media, and a potential future Arbor Day event at City Hall once plantings are established. Member Greenberg asked about herbicide alternatives; Papiz explained that herbicide is currently the most effective and recommended method to prevent erosion. A resident asked about the future of the plantings if City Hall relocates. Staff indicated support for maintaining plantings as long as the City owns the site. Resident Jonathan Hansen suggested educational signage during establishment, which staff confirmed is included in the contract.

Mayor Pro Tem Blackledge closed by reaffirming Council support. Grant results are expected within a month, with work anticipated to begin in late May if awarded.

B. Separation Ordinance — Discuss Expectations for Enforcement, Staff Accountability

Council held initial discussion on a separation ordinance on January 13, with additional work session discussion on February 10, including whether to pursue an emergency ordinance. The first reading on February 17 proceeded as a standard (non-emergency) ordinance. Staff do not recommend using an emergency process, as it is typically reserved for urgent public safety situations and could be subject to challenge. A second reading is scheduled for March 17. Sandvik noted that enforcement expectations still need clarification and requested Council direction.

Council asked about initial enforcement ideas. Sandvik noted that while few cities initially had similar policies, more examples now exist. Staff recommend developing an enforcement and training framework in coordination with the City Attorney, including department-specific training. The intent is to ensure staff are not engaged in immigration enforcement and to avoid punitive impacts on staff for routine operations.

Mayor Sutton emphasized that staff, not Council, are best positioned to determine operations. He supports the ordinance's intent but raised concerns about cost, risk, and unintended consequences, particularly around data collection and potential penalties for staff. Member Caceres Aranda echoed concerns about costs, onboarding, training, and potential IT needs. Member Greenberg noted general agreement on the base ordinance and asked Member Parisian about her proposed amendments. Parisian clarified that the ordinance is intended to protect residents, maintain trust, and provide clarity—not to punish staff. Existing personnel policies would address misconduct, and enforcement should rely on public safety expertise.

Greenberg questioned whether provisions without penalties are better suited for policy rather than ordinance. Sandvik noted cost estimates have evolved; initial projections (based on Minneapolis) suggested up to 1–1.5 FTE and ~\$150,000 annually, though this may be reduced. Enforcement would depend on the type of violation, ranging from internal discipline to legal consequences.

Council discussed the ordinance's broad scope compared to other cities. Mayor Pro Tem Blackledge summarized consensus on the ordinance's intent, protecting community trust without penalizing staff, and supported staff developing enforcement and accountability guidance with the City Attorney.

Discussion continued on amendments, particularly annual reporting requirements. Mayor Sutton expressed concern about administrative burden and cost. Sandvik noted uncertainty around reporting needs, as violations may be minimal or nonexistent, and some data could be protected. Council discussed keeping reporting simple and flexible. Parisian emphasized transparency, suggesting a basic annual summary. Council generally agreed reporting should not be overly complex.

Council reached general consensus to move forward with the ordinance language from the first reading, with flexibility around the reporting component. Mayor Sutton preferred the original language, while Member

Greenberg was comfortable with amended language given clarification of intent. Council also discussed, but did not support, pursuing an emergency ordinance. Staff reiterated that emergency ordinances are intended for immediate public health or safety issues and would eliminate standard timelines for notice and staff training.

Council confirmed readiness to proceed with the second reading. Staff indicated they have sufficient direction moving forward.

During public comment, a resident urged adoption as an emergency ordinance and stronger accountability measures, citing past precedent. Another resident expressed appreciation for Council's work toward consensus and noted the ordinance could provide clear guidance for staff in high-pressure situations.

C. Ongoing Engagement, Communications

Sandvik requested Council feedback on future community engagement. In recent months, Council has expressed interest in additional town halls and one-on-one opportunities. Staff provided both full meeting minutes and a one-page summary from the recent town hall and are seeking direction on engagement goals for the coming year. Sandvik noted that warmer weather creates opportunities for more informal, outdoor events.

Member Caceres Aranda raised concerns about the absence of Robbinsdale Police at the last town hall and supported hosting another event with stronger police participation. Member Greenberg agreed, noting overall positive feedback from attendees and interest in having the Police Chief present. He also suggested expanding outreach with more lead time to involve community organizations and supported the idea of having town halls on a regular basis. Mayor Sutton supported quarterly town halls and suggested adding informal gatherings at local businesses. Council expressed general support for a spring town hall.

Sandvik agreed on the importance of including key staff such as police, engineering, and community development, and noted that events could be tailored around specific topics or kept broad. Mayor Sutton supported a broader format, while Mayor Pro Tem Blackledge highlighted the value of combining staff presentations, open Q&A, and informal one-on-one time. Member Greenberg emphasized that town halls are valuable for community building, particularly the informal networking at the end.

During public comment, a resident suggested expanding public comment opportunities at Council meetings to increase engagement and recording those portions. Mayor Sutton noted this would require changes to rules of decorum. Sandvik added that Council has prioritized efficient meetings but suggested encouraging email feedback as an alternative, which could be included in Council packets. Member Greenberg noted that Robbinsdale already receives strong community participation compared to other cities.

Member Parisian asked about next steps and supported beginning scheduling efforts, particularly coordinating with the Police Chief. Sandvik confirmed staff will move forward with planning.

Council also provided feedback on meeting summaries. Members found the one-page report helpful and suggested including participation metrics, such as total number of speakers. Member Parisian appreciated the detail and expressed interest in connecting feedback to future goals and action items.

STAFF UPDATES

A. Sanborn Park Playground Submissions

Bazyk brought forward the Sanborn Park playground RFP submissions and planning process, noting this process differs from past projects due to increased community engagement. Input gathered through the Parks

Master Plan, particularly from Ward 2 residents, highlighted priorities such as shade, seating, improved accessibility (non-wood chip surfacing), and maintaining lake views by keeping structures lower in height.

Bazyk explained that an RFP issued earlier this year for a Sanborn Park playground received four proposals. Because the City is pursuing grant funding, respondents were asked to submit both grant-funded and non-grant-funded options. After internal review across departments, Midwest Playscapes emerged as the preferred option. The City Engineer requested visiting a local installation from Midwest Playscapes before final selection. Bazyk also suggested involving the community in selecting playground colors.

Bazyk shared that grant awards are expected in June. If awarded, funding would not be available until October, pushing construction to spring 2027. Without grant funding, the project timeline could move sooner. Council expressed general support for Midwest Playscapes and for incorporating community input, particularly in design elements like color selection. Flagship was noted as a secondary option.

Bazyk added that minor layout details, such as placement of picnic tables, will be finalized in the coming months.

B. LRT Updates

Staff provided brief project updates from the Blue Line Extension project. The timeline targets 90% design completion by summer 2026, and a communications plan is currently underway. The CMC has transitioned to quarterly meetings, while the BLE project office continues to meet regularly with staff.

Key updates include:

- **Median Landscaping:** Ongoing discussions focus on maintenance responsibilities. Staff are advocating for a mix of vegetation and hardscape, with details to be finalized through a formal agreement with the project office.
- **Lighting:** Staff are evaluating options that align with existing City standards while ensuring adequate lighting for all users. A “high-low” configuration is being considered to better support pedestrian safety. Fixture selection will balance compatibility with existing systems and long-term availability.
- **Water Infrastructure:** Staff have requested a meeting with the Joint Water Commission to coordinate around service lines running through Robbinsdale. The goal is to address any needed improvements during light rail construction to maximize efficiency and minimize future disruption.

C. Popcorn topics

- **Code Updates:** Ongoing work includes updates to shoreline management, exterior lighting, and animal control. The Planning Commission has reviewed minor grammatical and technical revisions. Staff also continue working on land acquisition for North Memorial.
- **Eviction Assistance Letter:** Staff are preparing a support letter and will share it with Council; no formal action is requested at this time.
- **Virtual Meeting Options (Commissions):** Following a recent work session, staff are seeking Council feedback on allowing commissioners to attend meetings virtually. While uncommon, Council expressed general openness, with some interest in setting limits on frequency. Members noted potential benefits for quorum and participation, as well as considerations for consistency across commissions and public access.
- **Labor Contracts:** The final two of five contracts will be presented at next Tuesday’s meeting.

- Operations: A cleaning services RFP is coming up and will require Council approval to proceed.
- Legislative Updates: Staff highlighted ongoing updates from the League of Minnesota Cities and Metro Cities. Chase and Tim will be at the State Capitol this week, including meetings related to local sales tax.

COUNCIL UPDATES

Mayor Sutton urged folks to check out the newly opened Risata Cucina.

Mayor Pro Tem Blackledge thanked staff for putting materials together and the community members who came out tonight for the work session.

ADJOURNMENT

Mayor Pro Tem Blackledge adjourned the meeting at 10:06.

Rachel Leen, Communications Coordinator

Raymond Blackledge, Mayor Pro Tem



TO: Mayor and City Council
PREPARED BY: Daaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Quarterly Financial Information for General, Water, Sanitary Sewer,
Storm Sewer and Solid Waste

Background:

Attached is quarterly financial information for the General, Water, Sanitary Sewer, Storm Sewer and Solid Waste Funds for the quarter ending March 2026 prepared by the finance department. The report includes a budget and quarterly amount for 2026.

Analysis:

This is summarized information and reflects transactions that have occurred to date throughout the quarter. Many of the General Fund revenues are received in lump payments at various times during the years and many expenses are seasonal.

Recommendation:

Approve a motion to acknowledge the financial reports for the quarter ending March 2026.

Attachments:

1. Quarterly Financials 2026

City of Robbinsdale
General Fund
For the Quarter Ended March 31, 2026

	1st Quarter 2026	Year to Date Thru 3/31/2026	Annual 2026 Budget	Under (Over) Budget	Percent Received / Expended
Revenues/Other Cash Inflows					
Taxes	\$	\$	\$ 10,133,227	\$ 10,133,227	
Business Licenses	81,726	81,726	101,717	19,991	80.3%
Non-Business Licenses & Permits	97,065	97,065	469,233	372,168	20.7%
Intergovernmental	5,136	5,136	2,978,721	2,973,585	0.2%
General Government Fees	100,051	100,051	332,030	231,979	30.1%
Public Safety Fees	3,932	3,932	20,321	16,389	19.3%
Recreation Fees	61,305	61,305	126,004	64,699	48.7%
Fines & Forfeitures	57,578	57,578	157,505	99,927	36.6%
Franchise Fees			465,000	465,000	
Interest and dividends			168,956	168,956	
Miscellaneous Revenue	15,719	15,719	22,905	7,186	68.6%
Contributions From Other Funds			300,000	300,000	
Total Revenues/Other Cash Inflows	\$ 422,512	\$ 422,512	\$ 15,275,619	\$ 14,853,107	2.8%

Expenditures/Other Cash Outflows					
City Council	\$ 57,771	\$ 57,771	\$ 218,492	\$ 160,721	26.4%
Legal Services	21,547	21,547	143,268	121,721	15.0%
Administrative Services	108,861	108,861	440,405	331,544	24.7%
Assessing	1,734	1,734	10,421	8,687	16.6%
Financial Services	73,293	73,293	425,759	352,466	17.2%
Community Development	139,139	139,139	730,429	591,290	19.0%
Police Services	1,585,326	1,585,326	7,746,493	6,161,167	20.5%
Fire Services	208,175	208,175	1,200,838	992,663	17.3%
Recreation & Parks	157,390	157,390	817,443	660,053	19.3%
Engineering Services	142,261	142,261	1,046,091	903,830	13.6%
Public Works	535,282	535,282	3,062,205	2,526,923	17.5%
Transfer to Other Funds					
Total Expenditures/Other Cash Outflow	\$ 3,030,779	\$ 3,030,779	\$ 15,841,844	\$ 12,811,065	19.1%

City of Robbinsdale
Water Utility Fund
For the Quarter Ended March 31, 2026

	1st Quarter 2026	Year to Date Thru 3/31/2026	Annual 2026 Budget	Under (Over) Budget	Percent Received / Expended
Water Utility Operations					
Revenues/Other Cash Inflow					
Water Charges	\$ 862,204	\$ 862,204	\$ 4,984,670	\$ 4,122,466	17.3%
Intergovernmental - Grant	1,360	1,360	1,353,200	1,351,840	0.1%
Interest Income	3,088	3,088	155,900	152,812	2.0%
Bond Proceeds			2,916,000	2,916,000	
Other Revenue	2,880	2,880	3,000	120	96.0%
Total Revenues/Other Cash Inflows	\$ 869,532	\$ 869,532	\$ 9,412,770	\$ 8,543,238	9.2%
Expenses/Other Cash Outflow					
Personal Service	\$ 154,600	\$ 154,600	\$ 552,739	\$ 398,139	28.0%
Supplies	69,166	69,166	445,844	376,678	15.5%
Other Services & Charges	291,573	291,573	1,164,912	873,339	25.0%
Depreciation	230,000	230,000	920,000	690,000	25.0%
Capital Improvements	142,296	142,296	4,661,600	4,519,304	3.1%
Bond Principal	400,000	400,000	2,487,000	2,087,000	16.1%
Bond Interest	271,890	271,890	574,720	302,830	47.3%
Fiscal Agent Fees	148	148		(148)	
Debt Issuance Cost	192			-	
Operating Transfers Out			65,000	65,000	
Total Expenses/Other Cash Outflow	\$ 1,559,865	\$ 1,559,673	\$ 10,871,815	\$ 9,312,142	14.3%
			<u>Increase (Decrease)</u>		
Year-to-date Revenue less Expenses		<u>\$ (690,141)</u>			

City of Robbinsdale
Sanitary Sewer Fund
For the Quarter Ended March 31, 2026

	1st Quarter 2026	Year to Date Thru 3/31/2026	Annual 2026 Budget	Under (Over) Budget	Percent Received / Expended
Sanitary Sewer Operations					
Revenues/Other Cash Inflows					
Sanitary Sewer Charges	\$ 640,711	\$ 640,711	\$ 3,381,891	\$ 2,741,180	18.9%
Interest Income			80,000	80,000	
Bond Proceeds			300,000	300,000	
Other Income	2,780	2,780	4,000	1,220	69.5%
Total Revenues/Other Cash Inflows	\$ 643,491	\$ 643,491	\$ 3,765,891	\$ 3,122,400	17.1%
Expenses/Other Cash Outflows					
Personal Service	\$ 16,559	\$ 16,559	\$ 147,247	\$ 130,688	11.2%
Supplies	4,359	4,359	37,720	33,361	11.6%
Other Charges & Services	487,210	487,210	1,661,849	1,174,639	29.3%
Depreciation	69,857	69,857	279,427	209,570	25.0%
Capital Improvements			578,000	578,000	
Bond Principal Pymts	275,000	275,000	285,000	10,000	96.5%
Bond Interest	28,525	28,525	52,725	24,200	54.1%
Fiscal Agent Fees	170	170	700	530	24.3%
Debt Issuance Cost	59	59		(59)	
Operating Transfers Out			16,000	16,000	
Total Expenses/Other Cash Outflow	\$ 881,739	\$ 881,739	\$ 3,058,668	\$ 2,176,929	28.8%
			<u>Increase (Decrease)</u>		
Year-to-date Revenue less Expenses		\$ (238,248)			

City of Robbinsdale

Storm Sewer Fund

For the Quarter Ended March 31, 2026

	1st Quarter 2026	Year to Date Thru 3/31/2026	Annual 2026 Budget	Under (Over) Budget	Percent Received / Expended
Storm Sewer Operations					
Revenues/Other Cash Inflow					
Storm Sewer Charges	\$ 393,825	\$ 393,825	\$ 2,092,231	\$ 1,698,406	18.8%
Interest Income	9,592	9,592	88,000	78,408	10.9%
Bond Proceeds			325,000	325,000	
Other Revenue					
Total Revenues/Other Cash Inflows	\$ 403,417	\$ 403,417	\$ 2,505,231	\$ 2,101,814	16.1%
Expenses/Other Cash Outflow					
Personal Service	\$ 26,552	\$ 26,552	\$ 213,672	\$ 187,120	12.4%
Supplies	45	45	100,385	100,340	0.0%
Other Charges & Services	122,186	122,186	537,076	414,890	22.8%
Depreciation	100,000	100,000	400,000	300,000	25.0%
Capital Improvements	294,789	294,789	911,500	616,711	32.3%
Bond Principal Pymts	455,000	455,000	445,000	(10,000)	102.2%
Bond Interest	45,556	45,556	203,676	158,120	22.4%
Fiscal Agent Fees	246	246		(246)	
Debt Issuance Cost	117	117		(117)	
Operating Transfers out			25,000	25,000	
Total Expenses/Other Cash Outflow	\$ 1,044,491	\$ 1,044,491	\$ 2,836,309	\$ 1,791,818	36.8%
		<u>Increase (Decrease)</u>			
Year-to-date Revenue less Expenses		\$ <u>(641,074)</u>			

**City of Robbinsdale
Solid Waste Fund**

For the Quarter Ended March 31, 2026

	<u>1st Quarter 2026</u>	<u>Year to Date Thru 3/31/2026</u>	<u>Annual 2026 Budget</u>	<u>Under (Over) Budget</u>	<u>Percent Received / Expended</u>
Solid Waste Operations					
<u>Revenues/Other Cash Inflow</u>					
Solid Waste Charges	\$ 385,128	\$ 385,128	\$ 2,490,323	\$ 2,105,195	15.5%
County Grant Revenue			62,000	\$ 62,000	
Interest Income			90,000	90,000	
Other Revenue	550	550	2,300		23.9%
Total Revenues	\$ <u>385,678</u>	\$ <u>385,678</u>	\$ <u>2,644,623</u>	\$ <u>2,257,195</u>	<u>14.6%</u>
<u>Expenses/Other Cash Outflow</u>					
Supplies	\$	\$	\$	\$	
Other Charges & Services	462,054	462,054	2,349,527	1,887,473	19.7%
Transfer to Other Funds			200,000	200,000	
Total Expenses/Other Cash Outflow	\$ <u>462,054</u>	\$ <u>462,054</u>	\$ <u>2,549,527</u>	\$ <u>2,087,473</u>	<u>18.1%</u>
		<u>Increase (Decrease)</u>			
Year-to-date Revenue less Expenses		\$ <u>(76,376)</u>			

TO: Mayor and City Council
PREPARED BY: Diaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Establishment of the 2027-2028 Budget Calendar

Background:

The City Council needs to establish the time frame for the preparation of the City's annual operating budget.

Analysis:

The Budget Calendar is used by the City Manager to establish a preparation and review process to help ensure the budget is prepared in a timely and effective manner.

Recommendation:

By motion adopt the Budget Calendar establishing the preparation and review process for the 2027-2028 Budget process.

Attachments:

1. Budget Calendar 2027-2028

CITY OF ROBBINSDALE
BUDGET CALENDER
FOR 2027-2028 BUDGET

February
26

City Council Goals Review Session

May

5

City Council adopts Budget Calendar outlining budget process.

May 6

BS&A Budget module available for departments to enter in “2027 Dept Requested”

May 1 - June 1

Finance to set budgets and establish charges for Internal Service Funds.

May 1 - June 1

Departments submit requests to Finance for Capital Equipment for the 2027 - 2036 CIP.

May 15 - July 7

Departments submit requests for Capital Improvement Projects to Finance or Engineering for the 2027 – 2036 CIP.

June

19

BS&A “2027 Dept Requested” amounts finalized for Finance to review

July

June 19 - July 3

Finance to prepare preliminary budget (requested).

7

BS&A “2027 Finance” amounts finalized and available for departments to review

10

Departments submit changes or errors from BS&A “2027 Finance” amounts

14

Preliminary budget delivered to City Manager for review.

August

3-6

Department of Revenue certifies LGA amounts to all cities.

3-6

Department Heads meet with City Manager and Budget Committee.

7-11

Finance Department adjusts and prepares City Manager’s Preliminary Budget.

12

City Manager’s Preliminary budget document distributed to City Council for review.

3

Engineering and Finance deliver preliminary ranking of CIP requests to Capital Works Group Members.

August

21

Capital Works Group to finalize preliminary CIP Project list for 2027-2036

14-28

Council meets in recessed budget work session to review the Proposed City Manager's Budget for 2027 (General Fund and Internal Service Funds) and to establish the Council's proposed General Fund and Debt Service fund property tax levies.

September

1 or 15

City Council meeting to certify the proposed property tax levies to County Auditor (by 9/30/2026). The adopted property tax levy cannot exceed the preliminary property tax levy. *(continue discussion at special meeting if needed).*

11

Preliminary CIP Document distributed to Capital Works Group for review and comment.

11

Preliminary budgets for Special Revenue, Enterprise, and Capital Projects Funds, including the CIP Document distributed to City Manager for review.

15

Finance Department certifies City Council approved preliminary property tax levy to Hennepin County.

25

Discussion with Capital Works Group to finalize preliminary CIP

October

1

Preliminary budgets for Special Revenue, Enterprise, and Capital Projects Funds, including the ten-year CIP are distributed to City Council.

8 - 26

Council to meet in recessed budget meetings to review and discuss the proposed 2027 budgets for Special Revenue, Enterprise, and Capital Projects funds, including the ten-year CIP (2027-2036). (As Needed)

November

2 - 4

County Auditor begins required mailing of property tax notices to each owner of record with prior year's comparison.

5-16

Council to meet in recessed budget meetings to review and discuss the 2027 proposed budgets for Special Revenue, Enterprise, and Capital Projects funds, including the ten-year CIP (2027-2036). (As Needed)

December

1

Cities are required to hold public hearings on their budget and property tax levy.

1

City Council Adopts final 2027 Budget and 2027-2036 CIP.

15

Finance Department certifies the final property tax levy to the County Auditor.

TO: Mayor and City Council
PREPARED BY: Richard McCoy, City Engineer/Public Works Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Approve Joint Equipment Purchase and Joint Powers Agreement with the City of Crystal to Purchase and use the Equipment - City Project 8080

Background:

Part of the approved 2026 Capital Equipment budget is the joint purchase of a crack router. This piece of equipment is used in late winter / early spring in the process of filling cracks in road surfaces to prevent water penetration and degradation of the road base. The two cities jointly purchased similar equipment in 2016 and have shared its use since then. It is now time to replace the router and staff from both cities have been collaborating to obtain pricing for the new unit.

The equipment is available on State Government Contract (# 260233), and it is proposed that the purchase cost would be shared 50/50 between the two cities. Under this contract, the overall cost of the Crafcro router is \$39,345.00 including delivery. The City of Robbinsdale would be responsible for half of that cost which equates to \$19,672.50.

The Capital Equipment budget has an allocated provision of \$12,000.00 for this item. The shortfall of \$7,672.50 can be made up from savings (approximately \$50,000.00) in the purchase of the skid steer earlier this year.

In order to formalize the joint purchase and co-ownership of the equipment, a Joint Powers Agreement has been developed. This document has been reviewed by the City Attorney and has been included as an Attachment for Council Members information.

Staff seeks approval of the joint purchase of the equipment as identified for a total City share of cost of \$19,672.50.

Staff also seeks approval of the Joint Powers Agreement for the joint purchase and co-ownership of the equipment and that the Mayor and City Manager be authorized to sign the document on behalf of the City.

Analysis:

Recommendation:

By motion, authorize the joint purchase of a Crafcro Crack Router with the City of Crystal with a total Robbinsdale share of cost of \$19,672.50.

By motion, approve the Joint Powers Agreement for the purchase and ownership of the equipment, and authorize the Mayor and City Manager to sign the document on behalf of the

City

Attachments:

1. DOCSOPEN-#1092436-v1-JPA_Crystal_Robbinsdale_-_Router

**JOINT POWERS AGREEMENT BETWEEN THE CITY OF CRYSTAL
AND THE CITY OF ROBBINSDALE FOR THE COOPERATIVE
PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT**

This Joint Powers Agreement ("Agreement") is made and entered into this ____ day of _____ 2026 ("Effective Date") by and between the City of Crystal ("Crystal") and the City of Robbinsdale ("Robbinsdale"), municipal corporations within the State of Minnesota, collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. Each of the Parties owns or has need of certain public works maintenance equipment that is used only occasionally or for a limited period of time (generally, the "Equipment").
- B. Rather than each Party incurring the costs to purchase, maintain, and store such Equipment, the Parties agree it is in their mutual best interests to establish a cooperative agreement whereby they share in the acquisition-and use of new Equipment as well as provide a means for the sharing of Equipment separately owned by the Parties.
- C. The Parties are authorized pursuant to Minnesota Statutes, section 471.59 to work cooperatively and jointly in the purchase and use of such Equipment.

AGREEMENT

In consideration of the mutual undertakings and understandings expressed herein, the Parties hereby agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to establish a process for the Parties to agree to cooperatively purchase, use, maintain, and store Equipment and to establish a process for a Party to borrow existing Equipment owned by the other Party. The Equipment subject to this Agreement is described in Exhibit A.
- 2. **Responsible Party.** Robbinsdale shall serve as the responsible Party ("Responsible Party") for purchasing, insuring, and storing Equipment cooperatively purchased under this Agreement, unless the Parties agree Crystal will serve as the Responsible Party with respect to one or more of these responsibilities regarding a particular item of Equipment. The designation of Crystal as the Responsible Party shall be in writing signed by the Director of Public Works ("Director") for each Party. The written designation shall specifically identify the item of Equipment and the particular responsibilities Crystal is assuming with respect to that Equipment. The Party serving as the Responsible Party to purchase an item of Equipment shall also be required to insure the Equipment.
- 3. **Cooperative Purchase of Equipment.** The Parties agree the cooperative purchase of the Equipment shall be accomplished in accordance with this section.
 - (a) **Proposal to Purchase.** Either Party, through their Director, may propose to the other Director the cooperative purchase of a new or replacement item of Equipment that would be beneficial to both Parties in providing public works maintenance services within their respective cities. If the Directors agree to proceed with the proposed

purchase, each shall seek such approvals as may be required to authorize the cooperative purchase of the identified item of Equipment.

- (b) Purchase. Upon authorization of both Parties, the Responsible Party agrees to undertake the necessary process to purchase the item of Equipment in accordance with all applicable public contracting laws. The Director for each Party shall agree on the specifications for the item of Equipment before the Responsible Party formally undertakes the purchasing process.
- (c) Cost Share. Each Party shall be responsible for 50% of the purchase price of the item of Equipment.
- (d) Storage. The Responsible Party shall securely store the Equipment when it is not in use by either Party. The Party who is not the designated Responsible Party for a particular item of Equipment shall be responsible for storing it when the Party is using it and the Party shall then promptly return the Equipment to the Responsible Party for storage.
- (e) Insurance. The Responsible Party shall insure the Equipment purchased under this Agreement and agrees to name the other Party as an additional insured on the policy. The non-responsible Party agrees to reimburse the Responsible Party for 50% of the costs of the insurance. Each Party shall be responsible for maintaining its own general liability insurance and workers' compensation insurance covering its own employees while they are operating, maintaining, or otherwise utilizing the Equipment pursuant to this Agreement.
- (f) Ownership. The Equipment shall be owned by the Responsible Party who purchased it, but upon disposition of the Equipment cooperatively purchased under this Agreement, the other Party shall be entitled to 50% of the proceeds of the sale as provided in the following paragraph.
- (g) Disposition. The Director for each Party must agree to dispose of an item of Equipment cooperatively purchased under this Agreement. The Party who served as the Responsible Party to purchase the Equipment shall be responsible for disposing of it and promptly pay the other Party its 50% share of the proceeds from the sale. If an item of Equipment is being traded in on a new item of Equipment, the trade-in value shall reduce the purchase price of the new item of Equipment in equal shares for both Parties. The item of Equipment acquired through the trade-in shall be owned, used, and maintained in accordance with the terms of this Agreement. A Party may elect to purchase the other Party's interest in the Equipment by paying 50% of the agreed upon value of the Equipment.

4. **Existing Equipment.** Each of the Parties own Equipment they purchased separately and that they desire to make available for use by the other Party. The Director of each Party shall identify for the other Party each item of such Equipment. These separate items of Equipment shall continue to be owned, insured, and subject to disposition by the Party that purchased it. The Parties, however, agree to make the identified items of Equipment available for use by the other Party as provided in this Agreement. Existing Equipment shared between the Parties is described in Exhibit A.

5. **Cooperative Use of Equipment.** The Parties agree the separately owned Equipment identified for shared use, and the Equipment cooperative purchased under this Agreement, shall be available for use by the Parties in accordance with this section.
 - (a) Schedule. The Parties shall establish a reasonable schedule for the use of any Equipment purchased under this Agreement.
 - (b) Storage. The Party who owns the Equipment shall be responsible for storing it when it is not in use by either Party unless the other Party is designated as the Responsible Party for the purpose of storage. The Party borrowing the Equipment shall promptly return the Equipment when it is done using it.
 - (c) Maintenance. The Responsible Party agrees to perform routine maintenance upon any equipment cooperatively purchased under this Agreement as well as store such equipment. Routine maintenance includes fuel, lubricants (grease, oil, or other fluids), repair of flat tire, etc. The other Party agrees to reimburse the Responsible Party for 50% of the costs of routine maintenance. Each Party agrees to ensure that the Equipment is cleaned and all fuel and fluids are full after their use.
 - (d) Liability. Each Party agrees to pay 50% of any deductible on the insurance of a piece of Equipment damaged while under on individual Party's use or control.

6. **Hold Harmless.** Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which the other, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

7. **Liability Limits.** It is understood and agreed that the Parties' liabilities shall be limited by the provisions of Minnesota Statutes, Chapter 466, and/or other applicable law. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability provided under Minnesota Statutes, Section 466.04, as amended. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision 1a(b) as amended; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. Each Party agrees to

promptly notify the other 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 attorneys' fees, involving or reasonably likely to involve the other Party, and arising out of acts or omissions related to this Agreement.

8. **Workers Compensation.** For worker's compensation purposes, each Party shall be responsible for its own employees.
9. **Records.** Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the Parties agree that the other Party, the State Auditor, or any of their duly authorized representatives 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 Parties and involve transactions relating to this Agreement. The Parties agree to maintain these records for a period of six years from the date of termination of this Agreement.
10. **Data Privacy.** Each Party, its employees, agents, owners, partners, and subcontractors, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 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.
11. **Default.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement.
12. **Withdrawal.** Any Party may terminate this Agreement with approval from its governing body and upon thirty (30) written notice given to the other Party.. Upon a notice to withdraw from this Agreement, any Equipment cooperatively purchased by the Parties shall be sold at a fair market value in a manner consistent with state law. The proceeds from such a sale shall be divided equally among the Parties. In the alternative, the non-withdrawing Party may pay to the withdrawing Party an amount equal to 50% of the fair market value of the equipment and the non-withdrawing party may then keep the Equipment.
13. **Term.** The Parties agree the duration of this Agreement shall be governed by the following provisions;

- (a) **Duration.** This Agreement will commence on the Effective Date and terminate on _____. This Agreement will automatically renew for subsequent five-year terms. Any Party wishing to withdraw from the Agreement before a new five-year term must provide written notice to the other Party within 90 days of the expiration of the five-year term.
- (b) **Equipment Division.** On or before the expiration of this Agreement, the Parties will determine whether to retain and maintain or dispose of the equipment based on its useful life remaining as determined by industry standards, or by a dealer appraisal if requested by a Party. If more than one Party wants to retain the equipment, the Parties shall determine who will retain the equipment by random drawing. Value will be determined by dealer appraisal. If the Parties do not agree on an appraiser, any Party may petition the District Court for the appointment of an appraiser. At the end of this Agreement, the retention or pay off of Parties for their portion of the ownership of the Equipment will be split equally among the Parties.
14. **Merger and Modification.** It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and prior agreements between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. 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 and signed by the Parties hereto. The Directors for each Party are authorized to mutually update and amend Exhibit A as necessary to reflect current Equipment purchased and shared between the parties.
15. **Non-waiver.** Nothing in this Agreement shall constitute a waiver by the Parties of any statute of limitations or exceptions on liability. If the Parties fail to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it. Nothing in this Agreement shall constitute a waiver by the Parties of any statute of limitations or exceptions on liability. If the Parties fail to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
16. **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either Party. The Parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.
17. **Applicable Laws.** The laws of the State of Minnesota shall apply to this Agreement.
18. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
19. **Third Parties.** This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third-party beneficiary.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement effective as of the date first written above.

City of Crystal

City of Robbinsdale

By: _____
Mayor

By: _____
Mayor

Attest:

Attest:

By: _____
City Manager

By: _____
City Manager

Date: _____

Date: _____

EXHIBIT A

[Insert List of Equipment to be Cooperatively Purchased and List of Items Being Shared]

TO: Mayor and City Council
PREPARED BY: Richard McCoy, City Engineer/Public Works Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Accept Proposal for Crack Sealing

Background:

As part of the 2026 Capital Improvement Program, funding has been allocated for the treatment of selected street segments in order to prolong the life of the pavement. Such programs are very necessary and operate hand-in-hand with the street reconstruction program in order to maintain proper road surfaces throughout the City.

The City's Street's Supervisor has recommended an extensive crack sealing program for 2026. Crack sealing helps to maintain the water tightness of the asphalt surface. This is important as water entering the structural base of roads is the start of failures such as potholes and leads to the greater degradation of the pavement if untreated.

For 2026, it has been recommended that the area generally north of Crystal Lake, bounded by the Lake / 40th Avenue to the south, York Avenue to the east, 45th Avenue (County Road 9) to the north and Lake Road to the west. Some street segments are excluded due to impending reconstruction, other treatments or no treatments being necessary. A plan of the area in question has been attached for information.

Under normal situations for smaller quantities, City staff would perform this work, however it is anticipated that up to 150,000 lineal feet worth of cracks may be treated in this area which would be difficult to complete in a timely fashion using in-house resources. Staff has obtained a quote from Allied Blacktop Inc through an Equalis Group Purchasing Agreement (#R10-1181C). This is equivalent to a Government Contract and has been deemed as satisfactory by the Finance Director and the City's Auditor. The total price to perform the work, including sweeping is \$139,500.00. A copy of the proposal is attached for Council Member's information. It is noted in the proposal that the unit rate price is subject to oil prices not exceeding \$125 per barrel at the time of delivery.

Funding for this work will be obtained from Capital Project 39826 which has an allocated budget amount in 2026 of \$210,000.00.

Staff recommend proceeding with the work and acceptance of the proposal is sought.

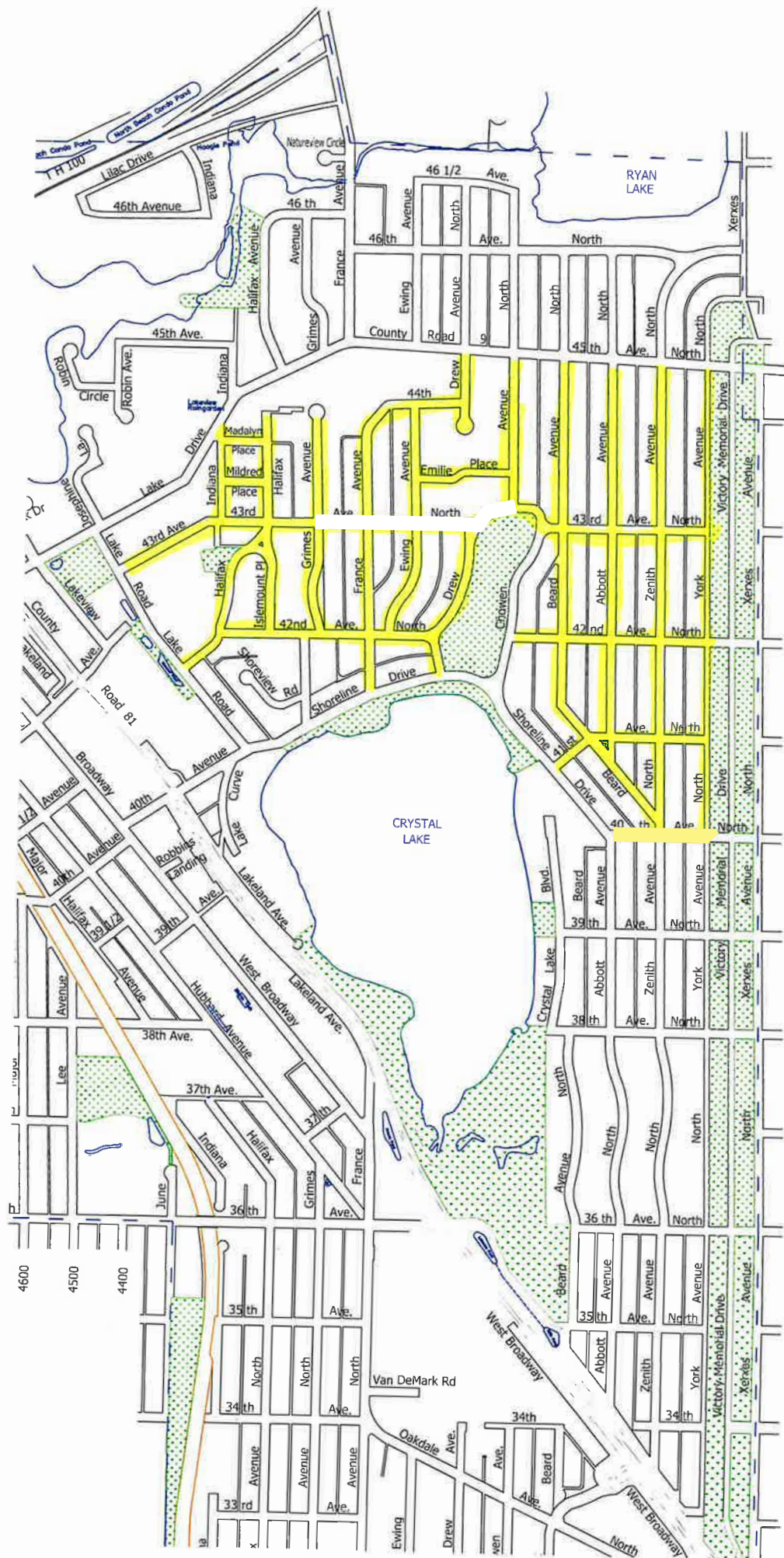
Analysis:

Recommendation:

City Council accept the proposal dated April 24th, 2026 received from Allied Blacktop as part of the Equalis Group Purchasing Agreement (#R10-1181C), to perform crack sealing in those parts of the City of Robbinsdale displayed in the accompanying map for the sum of \$139,500.00.

Attachments:

1. Crack Sealing Map 2026
2. Robbinsdale Crack Seal 2026 - Equalis





10503 - 89th Avenue North
 Maple Grove, MN 55369
 www.alliedblacktopmn.com

Jeremy Swenson
 Phone: 763-425-0575
 Cell: 612-834-0158
 Email: J.swenson@alliedblacktopmn.com

Proposal

Equalis Contract # R10-1181C

City Member ID: EG-0047713

Company Name: City of Robbinsdale
 Billing Address: 4100 Lakeview Ave N
 Robbinsdale, MN 55422
 Contact Person: Josh Opheim
 Phone: 763-238-7607
 Email: jopheim@ci.robbinsdale.mn.us

Date: April 24, 2026
 Project Name: Robbinsdale Crack Seal 2026
 Project Address: Per Map Provided.

Project Contact Person: Josh Opheim
 Phone: 763-238-7607
 Email: jopheim@ci.robbinsdale.mn.us

We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
Crack Sealing: Rout and seal longitudinal and transverse working cracks that are 1/4" wide or wider. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1" are not included unless otherwise specified. Previously filled cracks and cracks on chip sealed roads will not be routed. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. Paper cover will be used at the discretion of the contractor. NOTE: Quote assumes "No Parking" posting will be done by the city.	L.F.	150,000	\$0.93	\$139,500.00	
Sweeping Sweep all crack sealed roads. Dispose of sweeping materials onsite. NOTE: Quote does not include sidewalks or areas outside of roadway. NOTE: Obstructions must be moved prior to sweeping. Additional mob. charges may apply.	LS	1		Included with Crack Seal	

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Blacktop Warranty Terms, Qualifications, and Construction Specifications.
Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	\$139,500.00
ADD 1% Bonding if Necessary	

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.
 Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.
 Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: _____
Jeremy Swenson
 Jeremy Swenson

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Pre-Lien Notice

(A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions;

(B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

1. Warranty. All Work is to be completed in a workmanlike manner, according to standard industry practices in Minnesota. Unless otherwise required by law, Contractor provides a warranty on all labor related to the Work for a period of one year from the date Contractor ceases work on the Property. All materials provided to the Property are covered only by manufacturers' and/or suppliers' warranties, if any. Unless otherwise specified all materials will be standard stock materials and other products and materials may be substituted for equivalent products due to availability. Some variation in color and texture of materials is acceptable. Contractor does not warrant or guarantee any materials or labor that Contractor did not originally provide. Contractor does not warrant labor and materials related to Owner-Direct Work and Owner-Direct Work may void Contractor's warranty. Contractor shall not be responsible for work required as a result of the acts or errors of others or for latent defects in materials or products.

2. Access to Property. The Price is based upon completion of the Work during normal working hours and Owner agrees to provide Contractor clear and continuous access to the Property as required for the Work. Owner will be responsible for Price increases if any failure to provide reasonable access interrupts Contractor's Work. Owner shall make toilet facilities available to all workers or compensate Contractor for the cost of rented units plus 10% for overhead, which shall increase the Price. Owner shall furnish electric, water, and other utilities for the Work at no expense to Contractor. Owner shall arrange for any necessary identification of underground utilities prior to any digging.

3. Hidden or Hazardous Conditions. A "Hidden Condition" shall mean a concealed or unforeseeable condition not readily observable when inspecting the Property for purposes of estimating the Price. A "Hazardous" Condition shall mean hazardous materials, asbestos-containing materials, mold, insect or rodent infestation, or similar conditions. Contractor has no responsibility to determine the presence or absence of any Hidden or Hazardous Conditions affecting the Work. The Price does not include and Contractor shall not be required to remove, protect against, dispose of or remedy Hidden or Hazardous Conditions. Owner acknowledges receipt of a Mold Notice/Waiver and Formaldehyde Disclosure as required by Minnesota law. Any alteration or deviation from the scope of the Work, including hidden damage, additional work required by government inspectors, out of square or out of plumb conditions, or discovery of Hidden or Hazardous Conditions, shall entitle Contractor to immediately stop the Work, require a written Change Order signed by the parties, and may result in extra charges beyond the Price which Owner agrees to pay.

4. Use of Property. Contractor may a) place an advertising yard sign at the Property for promotion and to identify the Property for workers and suppliers and b) store materials and rubbish at the Property. Owner may be charged additional fees for items other than construction debris found in Contractor's dumpsters.

5. Substantial Completion. Substantial Completion shall be the date on which Contractor's Work is substantially finished so that the Work may be used for its intended purpose (as distinguished from the date of Owner's acceptance thereof), or the date of Contractor's last item of work at the Property, whichever is earlier.

6. Delays. Contractor shall not be responsible for delay damages arising from stoppage of the Work due to a) Owner's breach of contract, b) Owner's failure to provide access to the Property, c) as a result of inclement weather, strikes, fires, accidents, labor shortages, delays in delivery of materials, or d) any causes beyond Contractor's reasonable control.

7. Owner-Direct Work. Contractor is not responsible for timely delivery or performance of any labor or materials for which Owner is directly responsible ("Owner-Direct Work"). Owner shall not give instructions to or directly request any work from Contractor's workers. Delays caused by Owner-Direct Work may result in extra charges beyond the Price which Owner agrees to pay and for which a Change Order shall be signed, including but not limited to a \$200 per trip service charge.

8. Payments and Collection. If Owner fails to make payment as required by this Agreement Contractor may stop work on forty-eight (48) hours notice. The Price shall be increased by Contractor's reasonable costs to stop and/or resume Work, and Owner agrees to pay any such costs. Owner agrees to pay a service charge of 8% per annum or the maximum amount permitted by law on all balances 30 days or more past due. Owner shall also pay for all collection costs, including employee time and expense and all attorneys' fees and costs Contractor incurs in collection of and/or protection of its interests in Owners' past due account or other enforcement of this Agreement.

9. Personal Property. Except as specifically called for by this Agreement Contractor shall not be responsible for protection of Owner's vehicles or other personal property ("Personal Property"). Owner shall manage and be responsible for protection of Personal Property and Contractor shall not be responsible for the theft or disappearance of or damage to Personal Property. Contractor shall not be responsible for locking or closing doors or gates.

10. Liquidated Damages. Owner acknowledges that it would be difficult to determine Contractor's precise damages if Owner breaches this Agreement or if Owner terminates this agreement without a legal basis. Therefore, in the event Owner terminates after any applicable cancellation period or otherwise breaches this Agreement, Owner still agrees to pay Contractor: (1) in full on a time and material basis for all services Contractor, its subcontractors and material suppliers have provided to Owner or the Property, and (2) lost profit equal to 25% of the Price, Change Order amounts, and additional services Contractor and its subcontractors and material suppliers have provided to Owner or to the Property as of the date of such termination or breach, which fee represents the industry standard for reasonable profit and overhead. Owner agrees that the described damages in this Section are a reasonable estimate of the damages that Contractor would incur due to Owner's breach of the Agreement.

11. Limitation on Claims. Any civil action alleging Contractor's breach of this Agreement, negligence, fraud, misrepresentation, or any other claim by Owner must be initiated no later than one (1) year after the earlier of (a) the date Contractor ceases work on the Property, or (b) the date Contractor's building permit is finalized or otherwise closed. Contractor shall not be responsible for any damage to the Property related to the weight or delivery of dumpsters, equipment or materials. Owner agrees that Owner's maximum claim for damages against Contractor, and Contractor's maximum liability to Owner, shall be limited to the amount Owner has paid to Contractor.

General Qualifications

Allied offers a one year guarantee on workmanship and materials on all scopes of work listed below, unless clarified. Please confirm scope of work detailed on site plan to assure accuracy. Allied will contact customer prior to construction. Work will be done in a continuous fashion to minimize (but not eliminate) customer inconvenience. Allied encourages an on-site pre construction meeting if traffic and staging issues are a concern. Allied is not responsible for locating, repairing or replacing the following: Private utilities, Parking lot lights, sprinkler head, sprinkler lines, other non-located items in the construction area. Allied is not liable for asphalt areas broken by equipment during construction process. Any deviation from original approved scope of work will only be completed with customer approval (written change order). Prior to the start of work, any obstructions in the construction area shall be removed by owner. Any delays may result in additional charges. Construction outside of this contract resulting in damage to project area will not be covered under Allied warranty. The attached illustration or proposed ADA layout has been prepared by Allied for a design build purposes. It must be approved and accepted by the owner. Allied does assume any legal liability relating to the proposed ADA construction.

Catch Basin Warranty Information and Qualifications:

While Allied makes every effort to provide firm pricing on all our projects it is impossible to do so on catch basin reconstructs in that the repair work is under ground and cannot be specifically identified with a surface inspection. No work beyond time and materials pricing will proceed without verification and approval by the owner. Allied will call for locates in advance of construction.

Chip Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. The Spring following a chip seal application, after the snow has melted, may reveal loosened aggregate in grass or areas where snow has been piled. This is typical of a chip seal application, and a second sweep in the spring should be considered at an additional charge (sweeping does not include landscape areas). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Any areas not accessible to chip seal rollers will not be warranted, and are excluded from the project unless otherwise noted. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warranted. Additional charges may apply for remobilization to complete seal coat.

Specifications: All chip seals experience oil bleeding and aggregate tracking. The pick-up sweep of excess aggregate is generally done 4 to 8 weeks after application. Actual lot conditions, weather, and other factors will determine actual sweeping time of aggregate. Polymerized oils allow for quicker pick up sweep to minimize aggregate tracking (generally 2 to 4 weeks). Fog seals will minimize the aggregate tracking and oil bleeding. Allied uses the Standard McLeod formula for gauging application rates. Deviations from the formula at the customer's request may result in a warranty waiver. While the MNDot specifications allow for chip seals to be constructed from May 15 to September 1. Late season chip seals (starting August 15th) may exhibit a higher incidence of aggregate stripping and oil bleeding in subsequent seasons. Chip seals will not add structural integrity or correct water flow issues. Chip seal material may overlap into curb lines, this should be considered incidental to the construction.

Application: Clean the asphalt with a Mechanical Pick-up style street sweeper. Dispose of sweepings offsite. Apply liquid asphalt at a rate specified on proposal with asphalt distributors equipped with computerized rate of control. Apply cover aggregate at a rate specified on proposal with a self-propelled computerized chip spreader. Roll the cover aggregate with eleven wheel pneumatic rubber tire rollers. Pick up sweep excess aggregate as per curing conditions.

Seal Coat & Fog Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include uneven wearing patterns in drive lanes, high traffic areas, exposed aggregate asphalt surfaces, and plow scraping. Excessive silt/dirt areas that are not able to be cleaned by reasonable means, may not adhere properly and result in premature wearing. Heavily shaded areas (ie. overhanging trees, tall buildings, etc.) may not properly cure. Low areas on the existing asphalt surface that hold water will reduce the life expectancy of the seal. Seal coats generally do not adhere well to epoxy striping materials. All qualifications, specifications, and applications listed in this section also apply to fog seals. Traffic on uncured seal coats may result in material tracking (Allied not responsible for cleaning). Weeds and vegetation removal shall be done by owner at least 1 week prior to construction. Water protruding from the asphalt or adjacent areas that run into the seal coat area may affect the performance of the seal coat and will not be warranted. Additional charges may apply for remobilization to complete seal coat.

Specifications: Seal coats must be applied during daylight hours to ensure proper application and curing. Seal coats generally dry in one to five hours. It takes several additional hours for proper cure. Allowing traffic on the product prior to proper cure will result in premature wear. While seal coats resurface as well as a rejuvenate, the sealer it will polish off the top of exposed aggregate and in drive lanes. Seal coats can be used over the top of chip seals to enhance aggregate adhesion and minimize aggregate tracking and oil bleeding. Sealcoating done after September 1st may have a high tendency for excessive or premature wearing and will not be warranted.

Application: Clean asphalt surface to remove dust and loose debris. Apply seal coat per manufacturer's specifications.

Crack Seal Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include previously sealed cracks that have failed and cannot be routed. Cracks sealed in parking areas are not warranted. No warranty on un-routed cracks. Crack routings will be blown into adjacent curblines unless quoted to be removed from the site.

Specifications: Cracks wider than 1" should not/may not be crack sealed. Alligator, hairline and block cracks should not be sealed and will not be unless sealing these cracks is requested by customer in writing. Alligator, hairline and block cracks will not be routed or warranted. Previously sealed cracks that have failed or recessed will be topped off only (no rout). Weeds in cracks are to be sprayed/removed by customer 2 weeks prior to construction. Cover paper will be used at contractors' discretion.

Application: Rout and seal the longitudinal and transverse "working" cracks that are ¼" wide or wider up to 1". Rout cracks ¾" by ¾". Dry and clean the crack with hot air lance and/or forced air. Seal crack with MNDOT spec hot crack seal material. Material will be heated in a melter equipped with a double jacket boiling system to prevent scorching and overheating of the material. Include over band as per MNDOT specifications. Apply proper cover as necessary per contractors' discretion.

Patching and Paving Warranty Information and Qualifications:

Qualifications: The one year guarantee does not include "frost, working, reflective" cracks or scrapes and other surface damage caused by plows, vehicles and equipment. All overlays will experience frost cracks, working cracks, and reflective cracks. Settling in trench patches due to sub base compaction will not be warranted. No warranty on drop and roll patching. Late season patching & paving may result in rough mix and cold seams. Elevation assessment available upon request and at owners expense.

Specifications: Please inform an Allied estimator or Office Staff of specific water flow concerns (if any) prior to construction. Water flow issues may not be addressed unless identified by owner prior to bidding and construction. Allied will shoot elevations upon request or if water flow issues are present and identified prior to construction. No guarantee on 100% water flow unless 1.5% pitch can be established and maintained. Asphalt overlays will mirror existing parking lot. Allied will call for locates in advance of construction. Allied will not be responsible for locating, repairing or replacing the following: Private utilities, sprinkler head, sprinkler lines, or other non-located items in the construction area. Allied is not responsible for any backfilling, seed or sod unless detailed on proposal. Allied is not responsible for any City, State, County, Federal, Watershed or other permitting unless detailed on proposal. Parking stripes affected by asphalt work will not be re-striped unless quoted. This contractor is not liable for asphalt areas broken by equipment during construction process. Base replacement is not included in the contract unless noted on the proposal. If base replacement is found to be necessary, replacement cost will be approved by owner prior to continuing the construction process.

Application: Asphalt paving application details to be noted on proposal if not listed in this section. Patch asphalt as specified on proposal by methods of remove and replace, mill and patch, skin patch, drop and roll or infrared patching or other specified method.

Remove and replace: Jackhammer, mill, or sawcut straight edge. Remove existing asphalt and dispose off-site. Stabilize existing base material. Install asphalt as per specified thickness and compact.

Mill and Patch: Mill existing asphalt to a specified depth. Clean milled surface. Apply CSS1H tack material. Install asphalt as per specified thickness and compact.

Skin Patch: Clean existing asphalt surface. Apply CSS1H tack material when applicable. Install asphalt material and compact. (No Warranty)

Drop and Roll: Install asphalt material and compact (No Warranty).

Infrared Patch: Heat existing asphalt surface. Add asphalt sand fines as necessary rake to level and compact.

Concrete Warranty Information and Qualifications:

The one year guarantee does not include "frost or hairline cracking, scrapes and other surface damage caused by plows, vehicles and equipment, or concrete spalling or raveling as a result of improper salting. After October 15th cold weather charges will take effect. Allied is not responsible for concrete parking blocks damaged during the removal process. Parking blocks can be replaced at a price to be specified prior to installation.

TO: Mayor and City Council
PREPARED BY: Matthew Bazyk, Recreation Services Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Twin Cities Walleyes Unlimited Donation to Badges and Bobbers

Background:

This year marks the fourth year Robbinsdale Recreation will host the Badges and Bobbers event at Crystal Lake. This event brings police officers and residents from Robbinsdale, Crystal, New Hope, Golden Valley and Brooklyn Center together for an afternoon of fishing and community building.

Analysis:

For the past two years Twin City Walleyes Unlimited has proudly supported this event and looks to do so again this year! They have offered us a \$500 donation to help support the event.

Recommendation:

Please accept and thank Twin City Walleyes Unlimited for their generous donation and continued support.

Attachments:

None

TO: Mayor and City Council
PREPARED BY: Heather Rand, Community Development Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Approve Resolution of Support for 4205 West Broadway Proposed
Redevelopment Project Grant Application to Hennepin County
Environmental Response Fund (ERF) Grant Program

Background:

Real Estate developer 4orty 2wo Development, LLC has assembled land parcels at the 4200 Block of West Broadway including the Washburn-McReavy parcels for the purpose of redevelopment that area into a market-rate, high density (200 unit) apartment building with some commercial storefront square footage on the first floor. Previously, the city and REDA supported the developer submitting a state brownfield grant to conduct phase 1 and phase 11 environmental site assessment, including soil boring and lab testing. The grants were awarded and the developer hired an environmental firm to conduct the assessments, analyze the findings, prepare a remediation action plan (RAP) to remediate and manage the contamination found in the soils, and they submitted such RAP to the Minnesota Pollution Control Agency (MPCA) for approval. In late April, the RAP as presented was approved. It requires installation of a vapor mitigation sytem to be located in the basement of a new building, and ongoing air quality monitoring. This is common practice for slightly contaminated soil sites. The costs for installation of the vapor mitigation system exceed \$100,000.

Analysis:

Hennepin County has an Environmental Response Fund (ERF) Grant program that funds this type of property improvement to allow for safe and productive use of property with legacy pollution, with grant applications due on May 1. The county has requested that the grant application include a city resolution of support of the ERF grant application and such application.

The proposed redevelopment project proposed for the 4200 block of West Broadway complies with the city's comprehensive land use plan, would provide up to 200 additional market-rate units of much-in-demand housing in the city and some additional retail space also in demand in the city. The REDA has approved a preliminary development agreement with the developer in support of the proposed project. It appears to be in the city's best interest to support this grant application. If the grant is awarded, the city council would still have the opportunity to review and consider the grant contract with specific goals, budget and timeline. The city is not being asked to contribute or provide matching funds in this grant application.

Recommendation:

Staff recommends that the city council review and approve the attached resolution of support for the Hennepin County grant application to the ERF grant program in May 2026.

Attachments:

1. 2025 MPCA RAP Approval
2. 2026 Hennepin ERF Grant - Project 4orly 2wo Development
3. Robb CC Resolution2 4200 W Broadway ERF Grant

April 27, 2026

VIA EMAIL

Mike Opat
4orty 2wo Development LLC
4529 York Ave N
Robbinsdale, MN 55422-1442

RE: Approval of Response Action Plan/Construction Contingency Plan
Washburn-McReavy Robbinsdale Chapel, 4205 & 4239 West Broadway Avenue, and 4716 & 4718
42nd Avenue North, Robbinsdale, MN
MPCA Site ID: BF0003183
Billing ID: 265523
PINs: 0602924210036, 0602924210037, 0602924210038, and 0602924210118

Dear Mike Opat:

The Minnesota Pollution Control Agency (MPCA) staff in the Petroleum Brownfield (PB) and Voluntary Investigation and Cleanup (VIC) Programs have reviewed the Response Action Plan/Construction Contingency Plan (RAP/CCP) submitted for the Washburn-McReavy Robbinsdale Chapel site, located at the address referenced above (the Site). The RAP/CCP dated March 30, 2026, was prepared and submitted on your behalf by GZA GeoEnvironmental.

The Site is comprised of four contiguous parcels with a total area of approximately 1.2 acres. The northern portion of the Site is currently developed with a funeral home and chapel that was constructed in 1985. The southern portion of the Site is covered by paved parking.

Prior to 1892, the Site was developed with a storefront and several unidentified buildings. By 1912, a tin shop had been constructed in the south-central portion of the Site. By 1930, the tin shop was gone, a print shop was present in the southwest corner of the Site, and a gasoline filling station was present in the southeast portion of the Site. In 1966, the gasoline filling station was demolished and replaced with a new filling station with a service area and car wash bay. The gasoline filling station and the remaining buildings on the southern portion of the Site were demolished in 2018 and replaced with the current paved parking and landscaped areas. 4orty 2wo Development, LLC intends to demolish the existing structures and redevelop the Site with a mixed-use building with one level of underground parking, at-grade commercial/retail spaces and parking, and residential use on the upper floors.

A petroleum release (LS00003491) was reported in 1990 during the removal of several underground storage tanks (USTs), associated with the former filling station. Following excavation and treatment of impacted soil and several years of groundwater monitoring, the MPCA issued file closure for the petroleum release May 3, 1995. Another petroleum release (LS0020834) was reported in 2018 during the removal of four USTs associated with the former filling station. Following a review of an excavation report, the MPCA issued closure to the petroleum tank release December 18, 2018.

A limited subsurface investigation was completed at the Site in November 2017. Eight soil samples were collected from four soil borings and analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), Resource Conservation and Recovery Act (RCRA) metals, diesel range organics (DRO), and gasoline range organics (GRO). Tetrachloroethene (PCE) was detected in two soil samples at concentrations greater than the MPCA soil leaching value (SLV). The concentrations of metals and PAHs, expressed as the benzo(a)pyrene (BaP) equivalent, were within the range of typical background concentrations. Four groundwater samples were collected from temporary monitoring wells and analyzed for VOCs, DRO, and GRO. No VOCs were detected in the groundwater samples.

Four sub-slab soil vapor samples were collected at the Site in November 2017 (heating season). Tetrachloroethene was detected in one soil vapor sample at a concentration greater than the MPCA vapor mitigation action level of thirty-three times (33X) the residential intrusion screening value (ISV).

A limited environmental investigation was completed at the Site in February 2026. Soil samples were collected from ten soil borings and analyzed for different combinations of analytes. In total, ten soil samples were analyzed for DRO and GRO, six samples for PAHs, five samples for VOCs, and two samples for RCRA metals and polychlorinated biphenyls (PCBs). The concentrations of PAHs, expressed as the BaP equivalent, were greater than the MPCA's residential soil reference value (SRV). No VOCs were detected in the soil samples, and metals were within the range of typical background concentrations. Two groundwater samples were collected from temporary wells and analyzed for VOCs. No VOCs were detected in the groundwater samples.

Ten exterior soil vapor samples were collected at the Site in February 2026 (heating season). Only 1,3-butadiene was detected in soil vapor at a concentration greater than the MPCA action level of 33X its residential ISV. 1,3-Butadiene is commonly found in soil vapor in urban environments due to its association with petroleum products, vehicle exhaust, and asphalt. It is unlikely that 1,3-butadiene stems from a release of hazardous substances at the Site. Tetrachloroethene (PCE) was detected at concentrations less than the MPCA action level of 33X its residential ISV.

The RAP/CCP proposes proper management and disposal of contaminated soil encountered during construction activities and installation of a sub-slab depressurization system (SSDS) in the proposed building.

The RAP/CCP is approved, subject to the following conditions/clarifications:

1. The MPCA's review of the RAP/CCP does not include a detailed review of the proposed engineering design for the vapor mitigation system. The MPCA relies on post-installation measurement of pressure field extension (PFE) and confirmation sample results to document that the vapor mitigation system has achieved the performance criteria outlined in MPCA guidance. The vapor mitigation system should include permanent sub-slab sampling points and diagnostic PFE testing points through the concrete slab to allow for evaluation of sub-slab vapor conditions and system diagnostics. Please refer to the MPCA's [Vapor Intrusion Best Management Practices](#) for guidance on diagnostic testing, system installation and confirmation sampling. An environmental covenant will be required to document the affirmative obligation to operate and maintain the vapor mitigation system.

2. For petroleum-impacted soil, a minimum four-foot buffer of soil meeting unregulated fill criteria should exist in all greenspace areas, along with a vegetative cover. For non-petroleum contaminants, a vertical soil buffer meeting residential SRVs shall be established in all greenspace areas (four feet) and below new pavement/buildings (two feet).
3. Backfill within utility trenches at the Site shall be free of VOCs/elevated organic vapors and meet MPCA's residential SRVs.
4. Beneficial reuse of solid waste falls under the purview of the MPCA's Solid Waste staff. Reuse of concrete, bituminous debris, and other solid waste may be covered by a [Standing Beneficial Use Determination](#). Please coordinate with MPCA's Solid Waste staff to determine if a [Case Specific Beneficial Use Determination](#) is necessary.
5. Confirmation soil samples shall be collected for laboratory analyses of the contaminants of concern from the base and sidewalls of excavations in areas with known soil impacts or where field observations indicate contamination may exist. Please refer to MPCA sampling guidance for the recommended number of confirmation samples based on the size of the excavation.
6. Petroleum-contaminated soils encountered at the site, at or greater than 200 parts per million (ppm) as measured by a photoionization detector (PID), should be excavated and properly managed at an MPCA-approved off-site treatment/disposal facility.
7. Petroleum-contaminated soils less than 200 ppm PID may be thin spread on-site under paved surfaces.
8. Petroleum-contaminated soils less than 100 ppm PID may be used to construct on-site landscape berms. Soils must be mixed 50/50 with clean soils and covered with two feet of clean cover soils, along with a vegetative cover.
9. Petroleum-contaminated soils at or greater than 10 ppm PID encountered during the installation of underground utilities should be removed and properly managed as part of the RAP/CCP. If contamination remains at or above 10 ppm, a vapor barrier is required.
10. Imported soil and excess fill targeted for off-site reuse shall be from a native source and/or meet the MPCA's criteria for [unregulated fill](#). Soils that do not meet unregulated fill criteria may not be used at the discretion of the contractor or other project personnel.
11. Any contaminated soils removed from the Site must be treated or disposed of in a method approved by the MPCA. Contaminated soils transported to an approved landfill must be in compliance with all state and local permits. Please include all transportation and handling manifests for such soils in the final implementation report.
12. This RAP/CCP approval is contingent on the applicant obtaining all other required state, federal, and local government permits.
13. MPCA Brownfield Program staff does not review or approve dewatering actions, including the testing, discharge and/or treatment of groundwater, stormwater, or any other dewatering action.

An implementation report describing the completed response actions, sampling results, soil management and disposal, and imported soils shall be prepared and submitted to the MPCA. If the implementation report is not submitted within one year of the date of this letter, please notify the MPCA project staff of the status of the project.

This letter is subject to the disclaimers found in Attachment A. If you have any questions about this letter, please contact Jayme Hammond, PB Project Manager, at 651-757-2615 or by email at jayme.hammond@state.mn.us or Andrew Nichols, VIC Project Manager, at 651-757-2612 or by email at Andrew.nichols@state.mn.us.

Mike Opat
Page 4
April 27, 2026

Sincerely,

Jayne Hammond

This document has been electronically signed.

Jayne Hammond
Environmental Specialist
Remediation Division

Andrew Nichols

This document has been electronically signed.

Andrew Nichols
Project Manager
Remediation Division

JJH/AN:df

Attachment

cc: Tim Sandvik, City of Robbinsdale (electronic) (w/attachment)
Mary Finch, Hennepin County Environment and Energy (electronic) (w/attachment)
Rob Blakely, GZA GeoEnvironmental (electronic) (w/attachment)

Disclaimers
Washburn-McReavy Robbinsdale Chapel
MPCA Site ID: BF0003183

1. Reservation of authorities

The Minnesota Pollution Control Agency (MPCA) Commissioner reserves the authority to take any appropriate actions with respect to any release, threatened release, or other conditions at the Site. The MPCA Commissioner also reserves the authority to take such actions if the voluntary party does not proceed in the manner described in this letter or if actions taken or omitted by the voluntary party with respect to the Site contribute to any release or threatened release or create an imminent and substantial danger to public health and welfare.

2. No MPCA assumption of liability

The MPCA, its Commissioner, and staff do not assume any liability for any release, threatened release, or other conditions at the Site or for any actions taken or omitted by the voluntary party with regard to the release, threatened release, or other conditions at the Site, whether the actions taken or omitted are in accordance with this letter or otherwise.

3. Letter based on current information

All statements, conclusions, and representations in this letter are based upon information known to the MPCA Commissioner and staff at the time this letter was issued. The MPCA Commissioner and staff reserve the authority to modify or rescind any such statement, conclusion, or representation and to take any appropriate action under the Commissioner's authority if the MPCA Commissioner or staff acquires information after issuance of this letter that provides a basis for such modification or action.

4. Disclaimer regarding use or development of the property

The MPCA, its Commissioner, and staff do not warrant that the Site is suitable or appropriate for any particular use.

5. Disclaimer regarding investigative or response action at the property

Nothing in this letter is intended to authorize any response action under Minn. Stat. § 115B.17, subd. 12.

6. This approval does not supplant any applicable state or local stormwater permits, ordinances, or other regulatory documents.

Environmental Response Fund Grant Application

**Project Name: Washburn-McReavy Robbinsdale Chapel & City of Robbinsdale
Redevelopment Site**

Requesting Funding for: ___ Assessment ___ **X** Cleanup
 ___ Asbestos and Lead-Based Paint Abatement (Affordable
 Housing Projects only)

Total Amount Requested from ERF: ___ **\$178,150** ___

Applicant Name: _____ 4orty 2wo Development, LLC _____

Applicant Type (check all that apply):

<input type="checkbox"/> Non-Profit	Certified through the Central Certification (CERT) Program as one or more of the following:
<input checked="" type="checkbox"/> For-profit / private entity	
<input checked="" type="checkbox"/> Local Unit of Government (i.e., city, watershed, park board, etc.)	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
	<input type="checkbox"/> Women-owned Business Enterprise (WBE)
	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)
	<input type="checkbox"/> Small Business Enterprise (SBE)
	<input type="checkbox"/> Emerging Small Business Enterprise (ESBE)
	<input type="checkbox"/> None of the above



CERT is a small business certification program administered by the county, and several other local governments in the metro region. It certifies small, minority and women-owned businesses. For more information about the program or to apply to become CERT certified visit the CERT website: <https://cert.smwbe.com/>

Project Contact Name: __Michael Opat

Address: 4529 York Avenue North, Robbinsdale 55422

Phone: 612.839.4951

E-mail: mikeopat@gmail.com

If the applicant is a municipality applying on behalf of a third party, please provide:

Third Party: _____

Contact Name: _____

Address: _____

Phone: _____

E-mail: _____

Application Preparer: ____Michael Opat_____

Phone: __612.839.4951

E-mail: mikeopat@gmail.com

Application submittal process for 2026

Hennepin County no longer accepts ERF applications in hard copy or other submittal formats. As part of the county's broader effort to improve contracting and grant processes, all ERF applications are now hosted and submitted through the Hennepin County Supplier Portal. To submit an application, you must first register.

For more information on how to register, please go to the [Supplier Portal Information Page](#). Please plan ahead and allow extra time to register and submit your applications. For questions about the submittal process, please refer to the [Supplier Portal Information Page](#). If your

questions require additional assistance, the Supplier Portal support staff can be reached via email at supplierportal@hennepin.us or phone (612-348-5235) Monday through Friday between the hours of 8am and 4:30pm.

Application Submittal Checklist

The following provides a list of the expected application components that need to be submitted when applying for ERF grant funding. All supporting documents must be submitted in PDF form via the Hennepin County Supplier Portal; multiple PDFs are acceptable. In addition, please submit a Microsoft Word document of the completed application form via the Hennepin County Supplier Portal where prompted.

Application - Submit a text file (Microsoft Word document) of this application form.

Tables:

- Table 1 - Funding Sources Summary (see attached)
- Table 2 - Project Budget Summary (see attached)
- Table 3 – Housing Summary (see attached)
- Additional tables with project analytical data for contamination investigated onsite. This should include data for soil, groundwater, soil vapor, sediment, and/or surface water, where relevant and applicable to the project and grant request. Tables should include a comparison to applicable regulatory standards.

Figures:

All figures should include the property boundaries, a scale bar, and a north arrow.

- Accurate and legible site location map and site diagram showing locations of relevant site features such as buildings, retaining walls, suspected/known areas of contamination, nearest public streets, etc.
- Proposed development plan site layout diagram or renderings.
- Site summary figure(s) showing investigation locations pertinent to the attached data tables.
- Site map showing areas with soil, soil vapor, and groundwater criteria exceedances (if applicable)

Attachments:

- Legal description of the site
- Copy of municipal land use approval (signed by municipality and dated)
- Copy of the written neighborhood(s) statement(s) of support – If applicable
- Environmental documents identified in Section IV of this application

- City resolution of Support – If available at the time of application submittal. City resolution of support will be required before grant disbursements can be paid (see example below)

I. SITE SETTING INFORMATION

1. Complete the following table:

Site address	4205/4239 West Broadway Ave and 4716/4718 42nd Ave North
City (or Township)	Robbinsdale
Hennepin County Commissioners District No.	District 1
Property Identification No.	0602924210118, 0602924210036, 0602924210037, and 0602924210038
Site acreage	1.2
Current and former site buildings: type, floors, square footage, age, and date of demolition or years vacant (if applicable)	Washburn McReavy Funeral Chapel (current) – Commercial, single floor, 6,500 SF, circa 1985. Former gasoline filling station, various occupants, 1930s to late 2010s
Current land use (indicate if site is a vacant lot)	Funeral Chapel and parking lots
Current zoning type	Commercial-Preferred
Future zoning type (final development)	Mixed Use/Residential

2. If a zoning change is required for the proposed final use of the site, describe the expected zoning and the necessary procedure for obtaining the change.

The site is currently zoned for mixed use/residential. However, the City wants to revisit the zoning based on adjacent properties and potential future uses. The City also wants to increase density allowed.

PROJECT STAKEHOLDERS

1. Complete the following table:

Current owner and date of purchase	City of Robbinsdale 6/2018 - \$500,000 Washburn McReavy – There is no data recorded on County Property site.
Future owner	4orty 2wo Development
Municipal land use approval obtained for site	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City Resolution of support If no, insert anticipated date of obtaining resolution of support: 05/04/2026_____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project is owned by applicant or has a purchase agreement in place	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of ownership/purchase agreement _____
Have the grantee/subgrantee owner(s), its officers, board of directors, and LLC members paid all Hennepin County property taxes and personal property taxes due as of December 31 of the preceding year?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If you answered **NO** to any of the questions in the above table, describe the current status and, if applicable, what steps are planned or have been taken to date to rectify the situation. Please describe any and all necessary approvals, planned agreements and their expected dates of execution.

The primary parcel is currently owned by the City of Robbinsdale. A pre-development agreement between the development team and the City has been executed and was approved by City Council, allowing environmental investigation, planning, and coordination activities to proceed.

As the project advances, a formal Development Agreement will be finalized to address acquisition terms, redevelopment responsibilities, and project conditions. Details related to the timing and structure of the property transfer will be resolved through that agreement in coordination with the City. These steps are currently underway and tied to completion of environmental response actions, land use approvals, and overall project financing.

No additional corrective actions are required at this time beyond completion of the Development Agreement and associated City approvals, which are progressing in coordination with municipal processes.

2. Describe the target population(s) for the project (i.e., who will live, use, or work in your finished development) **and** explain the outreach activities and engagement strategies that have been used to reach the proposed population(s).

The target population for the project includes single adults and families seeking market-rate multifamily housing in an established inner-ring suburb with access to transit, employment, healthcare, and local services. The downtown Robbinsdale location is well suited for residents who value proximity to commercial amenities, nearby healthcare facilities, and public transportation, including access to employment centers within the region.

Outreach and engagement to date have been focused primarily on coordination with City staff and elected officials as part of the planning and pre-development process. This has included discussions regarding redevelopment goals, housing needs, and integration of the project with the surrounding downtown context.

As the project advances and approvals are finalized, the development team intends to conduct broader outreach related to marketing and leasing, including advertising through a range of publications and platforms to reach a diverse prospective resident base. Additional engagement activities will occur as the project moves from planning into construction and occupancy.

3. Describe the extent to which the project has local community support (community meetings, businesses, employer, in-kind value, local funding, etc.). Provide a description of how the local community was engaged during the planning process. List the names of neighborhood groups and other local organizations involved in community outreach events. Attach community letters of support, if available (optional).

The project has demonstrated local community support through sustained coordination with the City of Robbinsdale and its economic development and governance bodies. The development team has worked closely with City staff over an

extended period, and the project has been presented multiple times to the Robbinsdale Economic Development Authority (EDA) and City Council. These efforts have resulted in formal actions, including approval and extension of a pre-development agreement by City Council.

Community engagement to date has been focused on the public planning and approval process, with project concepts, redevelopment objectives, and environmental considerations reviewed through City-led meetings and presentations. This coordination has helped ensure that the project aligns with City redevelopment goals, downtown revitalization efforts, and planned land use for the area.

As the project advances beyond pre-development and required approvals are finalized, additional community engagement and outreach are expected to occur in coordination with the City, including opportunities to share project information with nearby residents and local stakeholders. Letters of support from the City can be provided as the project moves forward through the redevelopment process

4. If the applicant is not a municipality or if the ERF grant, if awarded, will be subgranted by the municipality to a third party, please list the names of the grantee/subgrantees' owner(s), officers, board of directors or LLC members.

**Michael Opat
Brian Ranallo**

5. Provide contact information for current environmental consultant and legal counsel, if applicable:

Consultant – **Rob Blakely, PG - GZA Geo-Environmental, Inc.** Phone - 952.595.5317

Attorney - **Daniel Jensen, STINSON, LLP** Phone - Direct: 612.335.1838

II. PROJECT FINANCIAL INFORMATION

1. Complete the following table:

Total cost of (re)development	\$40m (est.)
Total cost of environmental costs (cleanup sites only)	\$213,150
Total cleanup costs as a percentage of total development costs	0.5%
Total ERF cleanup costs as a percentage of total cleanup costs	83%
Current property value	\$1.03m (total site)
Estimated future property value	\$40m
Current property taxes	\$0 (City site) ~ \$30,000 (McReavy)
Estimated future property taxes	\$500,000
Previous ERF grant awards: list the amount, year, grant round, and source (ERF or Minnesota Brownfields Gap Financing Program)	Hennepin GAP, 2026
Number of new jobs (FTEs) created at the finished site	3-5
Number of retained jobs (FTEs) at the finished site	0 (there are no FTE's currently)
Number of jobs created during construction	100
Does this application request funds for property acquisition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does this application request funds for demolition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have other sources of public or private funding for this project been pursued?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this project waiting to secure any additional funding that is necessary to commence construction?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is/Will the project be in a TIF district?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Expected annual TIF proceeds and timeframe	~\$5.0m - TBD

2. If you answered **YES** to any of the questions in the above table, please clearly describe what is needed and why, the timeline, and additional steps necessary or planned. For funding sources contributing to the project, complete the attached **Table 1 - Funding Sources Summary**.

This is an urban redevelopment project located within an Opportunity Zone that is advancing through predevelopment in coordination with the City of Robbinsdale. The project requires several funding components to proceed, including environmental cleanup funding and local redevelopment financing tools.

Environmental response costs associated with soil remediation, vapor intrusion mitigation, and related MPCA-required oversight total approximately \$215,000. While these costs represent a small percentage of overall development costs, they must be incurred early in the project lifecycle and are not otherwise recoverable through conventional private financing. As a result, they create a financing gap that must be addressed before construction can move forward.

The redevelopment team is pursuing Redevelopment Tax Increment Financing (TIF) to help address extraordinary site-specific costs and support overall project viability. Coordination with the City is ongoing to finalize development agreements, land transfer terms, and the structure and timing of TIF support, along with completion of remaining entitlements and financing.

ERF funding is being sought as a critical component of the project's capital stack to offset eligible environmental cleanup costs, reduce financial risk during early stages of redevelopment, and enable private investment to proceed. Together with local and private funding sources, ERF support will help advance cleanup activities and allow the project to move forward toward construction.

3. Describe why ERF funding is needed.

Environmental investigation at the site has identified soil and soil vapor contamination that requires response actions to support redevelopment consistent with the planned residential and mixed-use use of the property. All appropriate assessments have been completed and the project is proceeding under MPCA oversight, with a Response Action Plan in place that addresses targeted soil excavation, vapor intrusion mitigation, and associated construction-phase environmental oversight.

While the contamination is well defined and manageable from a technical standpoint, the costs associated with implementing the required cleanup measures are significant and create a gap in project feasibility. These costs must be incurred early in the development process and are not otherwise recoverable through conventional financing.

ERF funding is needed to help offset these environmental response costs, reduce redevelopment risk, and allow the project to advance in a timely manner. By assisting with cleanup activities, ERF funding will directly support reinvestment in an underutilized site, leverage substantial private development funding, and help return the property to productive use and the tax base.

4. Describe the effect on the project if ERF funds are not awarded.

If ERF funds are not awarded, the project would face a significant setback due to the need to fund required environmental response actions entirely through private or local sources early in the development process. While the overall redevelopment remains financially viable in the long term, the upfront cleanup costs associated with soil remediation, vapor intrusion mitigation, and MPCA-required oversight would create an unaddressed financing gap.

Without ERF support, additional delays would likely occur as the development team works to restructure financing, seek alternative public funding sources, or reduce project scope. These delays could postpone cleanup activities, slow redevelopment timelines, and increase overall project risk. In addition, certain site design elements or project features may need to be deferred or eliminated in order to reallocate funds toward required environmental response actions.

ERF funding plays a critical role in reducing early-stage risk, allowing cleanup to proceed as planned, and enabling the project to advance toward construction in coordination with City approvals and private financing. Without this assistance, redevelopment of the site would become more uncertain and could be delayed, despite strong coordination with the City and demonstrated progress toward revitalization.

Complete the attached ***Table 2 - Project Budget Summary***.

III. CONTAMINATION INFORMATION

Please provide the following information in addition to the required information listed in the application submittal checklist.

1. Complete the following table for the site (include all current and historical listings):

MPCA VIC I.D. No.	BF0003183; BF0000606
MPCA Petroleum Brownfields I.D. No.	BF0003183
MPCA Leak Program I.D. No.	LS 3491; LS 20834
Federal or State Superfund I.D. No.	
Department of Agriculture AgVIC I.D. No.	
Other MPCA listing(s) and I.D. No.(s)	TS0002903

2. Indicate which documents are available for the site and provide electronic copies with submittal of this application:

- Phase I Environmental Site Assessment** (most recent only)
- Phase II investigation work plan
- Phase II investigation report**
- Response Action Plan (RAP)**
- MPCA RAP approval letter
- Regulated Building Materials (asbestos and lead) Surveys, project design documents, and Minnesota Department of Health variances (if applicable).
- Other relevant MPCA, U.S. EPA, and/or Department of Agriculture letters
- Other relevant environmental investigation, monitoring, and/or cleanup reports (list document type or title): **Non-Heating Season Soil Vapor Sampling Results; Proposed Actions Letter**

3. Complete the following table for identified contamination:

Media	General contaminant types (e.g., VOCs, metals)
Soils	PAH, DRO
Groundwater	N/A
Soil gas vapor	VOCs
Asbestos and lead-based paint ¹	
Other (i.e, building features contaminated from a chemical release, etc.)	

¹ Only costs associated with the assessment and removal of asbestos-containing materials and lead-based paint in affordable multi-family and land-trust housing projects are eligible for funding. For asbestos, specify friable and nonfriable materials. For lead-based paint, specify if intact, loose, or flaking.

4. Provide a brief synopsis of the site’s land use history and explain why the site is believed to be contaminated (if the application is for an assessment grant) or how the site came to be contaminated (if the application is for cleanup).

Please limit your response to 300 words. Refer to required table and figure attachments as appropriate to aid in your discussion

The Project Area is located in Robbinsdale, Minnesota and consists of four Hennepin County parcels (PID 06-029-24-21-0036; 06-029-24-21-0037; 06-029-24-21-0038; and 06-029-24-21-0118), totaling approximately 1.2 acres. Historical land use includes long-term commercial activity and a former gasoline filling station/service station operated at 4205 West Broadway from the mid-20th century through the late 2010s, with UST removals and associated leak site closures documented by the MPCA. The Site is currently developed with the Washburn-McReavy Robbinsdale Chapel (funeral home) and paved surface parking areas.

Environmental conditions documented in prior reports include historical petroleum releases (LS 3491 and LS 20834) associated with former UST systems. Decommissioning activities included removal of USTs, dispensers/piping, hoists, and oil/water separators with confirmation sampling. The 2018 excavation report documents limited detections of petroleum constituents in soil (including DRO detections of 440 mg/kg and 197 mg/kg beneath select removed infrastructure) and indicates no point source for chlorinated VOCs in soil beneath removed infrastructure.

GZA completed a Phase I ESA (Sept. 4, 2025) and a Phase II ESA (Mar. 10, 2026; MPCA BF0003183). The 2026 Phase II identified DRO and PAHs in soil, including a benzo(a)pyrene-equivalent exceedance of the Residential-Recreational SRV in a localized area. Groundwater was encountered on the southern parcel at approximately 27–29 feet bgs and was sampled; VOCs were not detected in groundwater. Soil vapor VOCs (including benzene and PCE) were detected above Residential Intrusion Screening Values beneath the proposed building footprint, supporting vapor mitigation planning for mixed-use redevelopment.

5. Has a party (or parties) responsible (RP) for the contamination been identified and, if so, is the RP assisting with cleanup costs? If not, please explain.

Potential sources of contamination at the site are associated with historical uses, including former petroleum operations. However, no party has been identified or required by the MPCA to assume responsibility for cleanup costs associated with the proposed redevelopment.

Environmental response actions are being implemented on a voluntary basis under MPCA oversight to support redevelopment of the property. The development team is proceeding with cleanup activities to address known soil and soil vapor impacts, recognizing that implementation of the submitted RAP/CCP is necessary to allow the site to be reused for residential and mixed-use purposes.

As a result, cleanup costs are being borne by the project and are not offset by contributions from a responsible party. ERF funding is being sought to help address these environmental costs and facilitate timely redevelopment in the absence of RP participation.

IV. ADDITIONAL CONTAMINATION INFORMATION – CLEANUP APPLICANTS ONLY

For applicants requesting assistance for cleanup, completed the following additional questions:

1. Provide a concise description of the proposed RAP and/or asbestos, lead-based paint abatement. Limit your response to 300 words. Include the following additional details:
 - I. If demolition is part of your funding request, describe demolition activities necessary to perform the cleanup, including age, condition of structures and required asbestos and/or lead paint abatement. Demolition is only eligible when it is required for cleanup activities as part of the RAP; demolition for general construction and redevelopment purposes is not eligible.
 - II. Describe efforts to reuse contaminated soils on site. If soil is not being reused, why is this not feasible?

The proposed cleanup approach is defined by the Response Action Plan / Construction Contingency Plan (RAP/CCP) prepared for MPCA review (MPCA BF0003183). The RAP/CCP addresses (1) targeted removal of localized PAH-impacted soil (benzo(a)pyrene-equivalent exceedance) and (2) soil management and vapor mitigation measures to support mixed-use redevelopment including underground parking excavation.

PAH-impacted soil will be addressed through a defined “source removal” excavation (approximately 15 ft x 15 ft x 10 ft) centered on the exceedance area, with confirmation sampling from excavation sidewalls and additional excavation/resampling if exceedances remain. Because redevelopment includes mass excavation for the underground parking garage, the PAH excavation will be coordinated with construction earthwork and is not intended to be backfilled with imported clean soil prior to subsequent excavation.

Soil management during grading/excavation will include field observation and PID screening, segregation of soils with visible staining/odor/debris or elevated PID readings, and off-site disposal or reuse decisions consistent with MPCA guidance and disposal facility requirements. Waste characterization sampling for landfill profiling has been completed; additional analytical sampling will be performed as needed based on MPCA guidance, observed conditions, and disposal facility requirements.

The ‘Other soil management’ allowance reflects anticipated costs to manage undocumented or newly identified contaminated soils and subsurface features encountered during construction, consistent with the RAP/CCP and guidance received from Hennepin County ERF staff.

For vapor intrusion risk management, the RAP/CCP includes installation of an active sub-slab depressurization (SSD) system beneath the building footprint, with construction

elements (sub-slab venting, permeable layer, optional vapor barrier if required), pilot testing/commissioning, and an Operations & Maintenance plan.

2. Complete the following table:

Total volume of contaminated soil (cubic yards) to be remediated (all contaminant types):	90 cubic yards (minimum)
Total asbestos materials to be abated (square feet, linear feet, or cubic yards)	
Lead-based paint to be remediated (square feet, each item)	

V. DEVELOPMENT FEATURES

1. Please describe the anticipated development.

<input type="checkbox"/> Residential
<input checked="" type="checkbox"/> Mixed-use (ex: housing and commercial)
<input type="checkbox"/> Commercial
<input type="checkbox"/> Industrial
<input type="checkbox"/> Green space (i.e., public parks, athletic fields etc.)
<input type="checkbox"/> Other

2. Provide a brief, general description (i.e., executive summary) of the planned development and project goals.

The project is a planned market-rate multifamily redevelopment located along West Broadway, the primary commercial corridor and functional “Main Street” for the City of Robbinsdale. The redevelopment area currently includes underutilized uses such as surface parking and a retired funeral home, which do not contribute to the vitality of the surrounding downtown.

The project’s goal is to redevelop the site with new residential use that supports ongoing downtown revitalization efforts, increases housing opportunities, and brings additional residents and activity to the area. The development is intended to be compatible with the surrounding mixed-use context and to complement nearby commercial businesses and public amenities.

In addition to creating new housing, the project will return currently underperforming property to productive use, significantly increase long-term property value, and expand the local tax base. Environmental cleanup and reuse of the site are integral components of the project, allowing redevelopment to proceed under MPCA oversight and in coordination with City planning objectives.

3. Hennepin County is committed to protecting the environment and conserving resources for future generations. Additionally, climate change has been identified as one of the most pressing challenges the county faces because of its significant environmental, societal, and economic impacts (link for more information: www.hennepin.us/your-government/projects-initiatives/climate-action). The county supports initiatives and sustainable practices that offer effective ways to respond to climate change. In particular, innovative approaches beyond typical building components (e.g., above and beyond LED lighting, high efficiency appliances, etc.) and required minimum site features (e.g., standard stormwater management

features) are of interest. Describe if and how this project will incorporate sustainable activities and features above and beyond typical site standards in the project design, construction, operation, and/or cleanup remedy. Some examples of innovative approaches include but are not limited to the following: extensive structural deconstruction for reuse of material on or offsite, creative onsite management of contaminated media to avoid trucking to distant landfills, onsite construction or use of renewable energy, net-zero building construction, onsite stormwater reuse, significant greenspace enhancement and carbon sequestration, etc.

The project supports Hennepin County’s climate and sustainability goals by promoting infill redevelopment within an established urban area, reducing pressure for greenfield development and making use of existing infrastructure, transit access, and public services along a primary commercial corridor.

Sustainability considerations are being incorporated into the project as planning and design advance. The development team has initiated discussions with Xcel Energy regarding energy conservation strategies applicable to multifamily residential construction and will continue to evaluate reasonable opportunities to improve building efficiency and long-term operational performance as the design is refined.

Additional sustainable features will be considered as part of the development and entitlement process in coordination with City standards, available utility programs, and overall project feasibility. Through redevelopment of an underutilized site and incorporation of energy-efficient design strategies, the project seeks to support long-term environmental performance while contributing to the revitalization of Robbinsdale’s downtown area.

4. Hennepin County has recently declared racism a public health crisis. In our community, persistent disparities separate people who are thriving from those who are not. Describe how this project aligns with one or more of the county’s domain areas (education, employment, income, health, housing, transportation, justice) where actions can have the most impact to reduce racial disparities. Additional information on the county’s priorities to address racial disparities can be found here: <https://www.hennepin.us/your-government/overview/addressing-disparities-in-hennepin-county>.

The project aligns with Hennepin County’s efforts to address racial disparities by supporting redevelopment in a diverse, transit-served community and improving access to housing, employment, transportation, and health services. The site is located along a major corridor in Robbinsdale with access to public transit, allowing residents and workers to reach employment centers, healthcare facilities, and essential services without reliance on a private vehicle.

Redevelopment of the site will add much-needed housing density in a downtown setting, helping to expand housing opportunities in an area that already benefits from

proximity to services and infrastructure. The project is located near community healthcare clinics and North Memorial Hospital, improving access to healthcare and employment opportunities while reducing transportation barriers for residents.

The project will also generate economic benefits through construction-phase employment and the creation of approximately 3–5 permanent full-time jobs upon completion. As the project advances, the development team intends to advertise housing and employment opportunities through diverse publications to support inclusive outreach.

By reinvesting in an underutilized site and coordinating redevelopment with transit access, healthcare proximity, and City planning efforts, the project supports housing access, economic opportunity, and community vitality in a manner consistent with the County’s identified priority areas for reducing disparities.

5. Describe how the project stakeholders (described in Section II) and the surrounding community will derive benefit from the project and how the project aligns with ERF program priorities. A description of the ERF program priorities can be found in Section 2.1 of the ERF application instructions.

The project will provide clear benefits to both project stakeholders and the surrounding Robbinsdale community by enabling redevelopment of underutilized and environmentally constrained property into productive residential use. The project will return a currently vacant City-owned parcel and an underperforming former funeral home site to active use, significantly increasing property value and generating new long-term property tax revenue for the City.

For the community, the redevelopment supports ongoing revitalization efforts along West Broadway, Robbinsdale’s primary commercial corridor, by adding new housing and residents who will support local businesses, services, and amenities. Redevelopment of the site will replace existing surface parking and obsolete structures with a higher-value use that better integrates with the surrounding downtown context.

The project aligns directly with ERF program priorities by addressing known environmental conditions under MPCA oversight and advancing cleanup actions that are necessary to enable redevelopment. ERF funding will help overcome a key barrier to reuse by offsetting eligible environmental response costs, reducing redevelopment risk, and allowing the site to transition from underutilized property to a productive asset.

By leveraging ERF funding in combination with private investment and local support, the project promotes cleanup and reinvestment, expands the local tax base, creates

construction-phase employment, and supports sustainable infill development consistent with County and City redevelopment goals.

6. If the project includes a residential component, indicate how the project contributes to the local municipality's approved livable communities housing mix goals and benefits for the local community. Also complete the attached **Table 3 – Housing Summary**.

The project contributes to the City of Robbinsdale's adopted housing and livable communities goals by adding new multifamily housing through redevelopment in a designated urban corridor. Robbinsdale's comprehensive planning documents emphasize redevelopment as the primary means of accommodating future housing growth and meeting regional housing needs, given limited opportunities for greenfield development.

By introducing market-rate multifamily housing in a downtown setting, the project helps advance a balanced housing mix while supporting efficient use of existing infrastructure, transit access, and nearby services. The development complements the City's ongoing efforts to preserve existing affordable and single-family housing by focusing new growth in appropriate redevelopment areas rather than established residential neighborhoods.

The project also supports livable communities objectives by placing housing in proximity to employment, healthcare, and commercial services, reinforcing downtown vitality and supporting walkable, transit-served development. Through these characteristics, the project aligns with Robbinsdale's long-term housing policies and the broader Livable Communities framework, while providing new housing opportunities that benefit the local community.

7. One key strategy to reduce racial disparities in employment and income is through targeted contracting processes. Do your project plans include contracting with small business enterprises (SBE), women-owned business enterprises (WBE), minority-owned business enterprises (MBE) or emerging small business enterprises (ESBE) to complete the development?

Yes. The project plans include encouraging participation by small business enterprises (SBE), women-owned business enterprises (WBE), minority-owned business enterprises (MBE), and emerging small business enterprises (ESBE) where feasible. The development team intends to incorporate these goals through the construction contracting process and coordination with the selected general contractor.

Consistent with local labor standards and project requirements, the project is expected to utilize union labor for construction activities while also encouraging the general

contractor to identify and include qualified small and diverse subcontractors for portions of the work where appropriate. Targeted outreach and solicitation efforts will be encouraged as part of the procurement process to support broader participation by eligible firms.

Through these practices, the project seeks to align with County priorities related to reducing disparities in employment and income by supporting inclusive contracting opportunities during construction, while maintaining project quality, safety, and schedule requirements.

8. Describe the proposed construction schedule. Discuss the potential for delays and other issues that may arise. Describe what must occur before investigation and/or development and cleanup activities can proceed:

Site investigation activities are complete, and environmental documentation has been submitted to the MPCA. A Response Action Plan (RAP) addressing required soil remediation, vapor intrusion mitigation, and construction-phase environmental controls was submitted in late March 2026 and is currently under MPCA review. Approval of the RAP is required prior to implementation of cleanup activities and is anticipated during the current review period.

Prior to demolition and construction activities, a hazardous building materials survey will be completed at the Washburn-McReavy Funeral Chapel to identify and properly manage any asbestos- or lead-containing materials. Completion of this assessment is required before demolition can proceed.

Additional pre-construction activities include completion of private land transfer arrangements, execution of development agreements, and finalization of City entitlements and approvals. These items are currently in progress in coordination with the City of Robbinsdale.

Cleanup activities are expected to occur as part of site preparation and early construction phases following RAP approval and completion of required pre-demolition assessments. Potential delays may arise from regulatory review timelines, finalization of land transactions, or coordination of development approvals; however, these items are actively being addressed.

Construction is currently anticipated to begin in January 2027, subject to completion of the above steps and final financing.

Anticipated start date: **January 2027 (if not before)**

VII. RESOLUTION

A city council resolution must be adopted to receive ERF grant funding. It is preferred that this resolution is provided in conjunction with the submittal of the application package. However, if timing does not allow for the resolution to be included with the application, it may be submitted after the application deadline but before grant funds are expended. Please indicate in section II question 1 where you are in the process of obtaining the resolution. Grant funds shall not be disbursed until the city resolution is supplied to the grantor.

The required element is a council resolution which approves the project from the governing body of the municipality where the project site is located. The following blank resolution is included as an example for your convenience. You may choose to reformat it, but make sure to include all of the statements that appear in our example.

RESOLUTION #1 – City Approving the Project

BE IT RESOLVED that the City of _____ approves the
(City where site is located)
_____ project, for which an Environmental Response
(Project name)
Fund grant application is being submitted to the Hennepin County
Environment and Energy Department on _____, by _____.
(Date) (Applicant)

I certify that the above resolution was adopted by the City Council on

(Date)

Signed: _____
Authorized Official
Title: _____
Date: _____

Table 1 - Funding Sources Summary (You may add additional rows as needed to accurately represent your project)

Funding source	Amount	Status (committed, pending decision date, etc.)	Comments
Previous ERF grants			
Hennepin County assessment grants (MOA/COA)			
Hennepin County Transit Oriented Development grant			
Hennepin County Affordable Housing Incentive Fund loan or grant			
Minnesota Brownfields Gap Financing grant			
Hennepin County Community Development Block grant			
Hennepin County Lead-safe program grant			
Metropolitan Council Tax-Based Revitalization Account grant			
Minnesota Department of Employment and Economic Development's Contamination Cleanup and Investigation grant			
Other local funds			

Table 2 – Project Budget Summary

The purpose of this table is to provide a breakdown of the project’s environmental costs and current grant round requests. Please note that some rows require additional information to be entered into the budget column. Footnotes to this table provide further instructions. You may add additional rows as needed to accurately represent your project and funding request.

Budget items	Total Grant Funding Requests by Grantor ¹			Remaining Environmental Costs ²	Total Environmental Costs ³
	ERF	Met Council	DEED		
1) Previously incurred assessment/investigation costs					
Previous Phase I, II ESA, Building Survey, and/or RAP	Not eligible				\$35,000
2) Upcoming assessment/investigation costs					
Phase I ESA					
Hazardous Building Materials Survey	\$5,000				
Phase II ESA					
Response Action Plan					
2) Subtotal upcoming assessment costs					
3) Cleanup and environmental oversight costs					
Environmental oversight, monitoring, and reporting ⁴	\$23,500				
Contaminated soil disposal and transport (excludes excavation) Unit rate per ton: \$45	\$5,850				
Other soil management needed to meet RAP cleanup requirements ⁵	\$15,000				
Clean cover installation (backfill with clean soil) Unit rate per cubic yard: _____					
Vapor mitigation system installation Total square feet of coverage: 38,000 Cost per square feet: \$2.60	\$98,800				
Vapor mitigation system installation oversight, monitoring, and reporting ⁶	\$25,000				
MPCA fees	\$5,000				
Demolition required by RAP to implement remediation					
3) Subtotal cleanup costs					
4) Asbestos and lead-based paint abatement (affordable housing projects only)					
Plans and specs					
Abatement activities					
Oversight and air monitoring and associated reporting					
4) Subtotal abatement costs					
Total project budget (subtotals for items 2, 3, & 4)					
	\$178,150				\$35,000

¹Enter your funding request for the current grant round only in these columns.

²This column should include all other environmental costs to perform the project scope funded including those costs covered by the applicant or other funding sources.

³This column is the sum of each row (add together the entries for the cells in the four columns to the left). This sum represented the total of all environmental costs for the project.

⁴Include all consulting and testing costs associated with the grant request except for those costs related to vapor mitigation. Vapor mitigation costs shall be separated out in separate line items – refer to footnote 6.

⁵In the text response to ERF application Section V, provide a description of these other soil management tasks.

⁶Include all vapor mitigation consulting and testing costs associated with the grant request. This may include soil gas vapor mitigation system post-installation sampling.

Table 3 – Housing Summary

Affordable and market-rate housing projects are eligible to receive ERF funds. Affordable housing is defined as ownership or rental housing affordable to households earning 80% of the area median income (AMI) or less. Third-party applicants must meet applicable city requirements for affordable housing unit minimums. On the table below, fill out the number of units per bedroom and unit rate. Additional rows and columns may be added if necessary, to describe your project.

Total number of units: **142**

Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Unit Rate
					30% AMI
					50% AMI
					60% AMI
					80% AMI
Rate: <u>28</u>	Rate: <u>66</u>	Rate: <u>48</u>	Rate: <u> </u>	Rate: <u> </u>	Market-Rate
Rate: <u> </u>	Rate: <u> </u>	Rate: <u> </u>	Rate: <u> </u>	Rate: <u> </u>	Other Rate
					Total Units per Bedroom Type

Member _____ moved and Member _____ seconded a motion that the following resolution be read and adopted this 5th day of May, 2026

ROBBINSDALE CITY COUNCIL RESOLUTION NO. 2026-__

A RESOLUTION SUPPORTING THE SUBMITTAL OF AN ENVIRONMENTAL RESPONSE FUND GRANT APPLICATION TO HENNEPIN COUNTY FOR THE REDEVELOPMENT PROJECT LOCATED AT 4200 WEST BROADWAY

WHEREAS, the City supports and encourages environmentally sustainable practices including the clean up, mitigation and management of past contaminated properties so that they may be placed in productive use; and

WHEREAS, the City is in support of a proposed redevelopment project to be located at the east end of the 4200 block West Broadway that would include up to 200 units of market rate housing and limited commercial space on the first level of building as proposed by 4orty 2wo Development, LLC: and

WHEREAS, the Robbinsdale Economic Development Authority (REDA) has entered into a preliminary development agreement with 4orty 2wo Development supporting such a project; and

WHEREAS, Phase 1 and Phase 11 environmental site assessment has been completed for the redevelopment site which identified soil contaminants and the results guided the development of an environmental remediation response action plan (RAP) that was submitted for review and subsequent approval by the Minnesota Pollution Control Agency (MPCA) in April 2026; and

WHEREAS, the costs for undertaking such remediation RAP including installation of a vapor mitigation system and ongoing monitoring exceeds \$178,150, and it has been found to be in the city and general public's best interest to undertake such measures, and Hennepin County provides Environmental Response Fund grants that may be awarded to partially pay for the cost of such environmental remediation measures for this redevelopment project.

NOW THEREFORE, BE IT RESOLVED by the city of Robbinsdale, that the city approves a proposed mixed use redevelopment project at the 4200 block of West Broadway and supports the Environmental Response Fund grant application being submitted to the Hennepin County Environment and Energy Department on May 1, 2026 by 4orty 2wo Development, LLC.

The question was on adoption of the resolution and upon a vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 5TH DAY OF May 2026.

ATTEST:

Chase Peterson-Etem
City Clerk

Brad Sutton, Mayor

TO: Mayor and City Council
PREPARED BY: Heather Rand, Community Development Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Approve Resolution of Support for Hennepin County ERF Grant
Application for 4740 & 4750 42nd Ave Mitchell Realty Business Building

Background:

Recently, Mitchell Realty purchased 4740 and 4750 42nd Ave N (former Sawhorse Building) and have been making building improvements such that the building can accommodate not only their real estate offices, but approximately 20 other small businesses. In the course of acquisition due diligence, the site was found to have legacy soil contamination likely caused by a coal yard, lumberyard and paint shop being located on site in the 1920s and 1930s. Mitchell Realty hired real estate consultants Javelin Group to complete Phase 1 & Phase 11 environmental site assessments, soil boring and analysis of lab test results for the purpose of remediating contaminants and ensuring ongoing use of the land. Javelin prepared a Remediation Action Plan (RAP) to mitigate soil vapors, and it has been submitted and approved by the Minnesota Pollution Control Agency (MPCA). Mitchell Realty has requested city assistance with remediation costs by supporting a grant application to Hennepin County.

Analysis:

Given the remediation plan was reviewed and approved by the MPCA, the Mitchell Office Building complies with city zoning and the comprehensive land use plan, city staff have been supportive of this proposed remediation project. The city has supported similar grant requests in recent years for other commercial and high density housing projects located in the city. The purpose of the Hennepin County Environmental Response Fund (ERF) grant program is to provide financial assistance to cities and the private sector to remedy environmental pollution.

Recommendation:

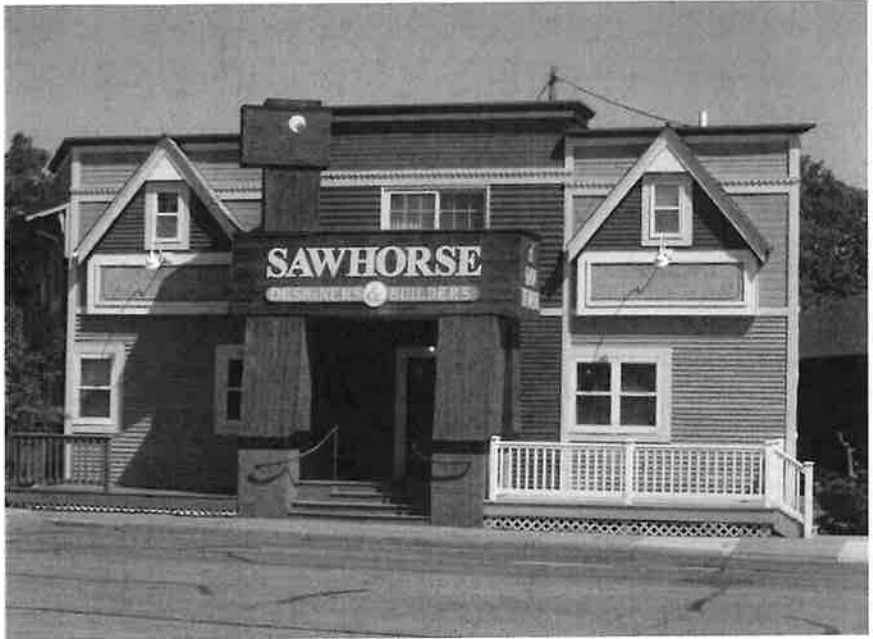
City staff recommend approval of the draft resolution denoting official city support for the grant application to Hennepin County ERF for the ultimate purpose of addressing legacy environmental conditions on commercial land in city limits which enables safe, continued use of the property. The grant application requests \$46,960 in funds.

Attachments:

1. Executive Summary of 4740 & 4750 42nd Ave N Vapor Mitigation Resonse Action Plan (RAP)
2. Henn Co ERF Grant Applic Mitchell Bldg
3. Robb CC Resol2 Mitchell Build ERF Grant

Vapor Mitigation Response Action Plan

REPORT



**SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 554228**

PROJECT NUMBER: 2025-P0151-0138

MARCH 2, 2026

**THE
JAVELIN
GROUP**
REAL ESTATE DUE DILIGENCE
CONSULTANTS

VAPOR MITIGATION RESPONSE ACTION PLAN

SUBJECT PROPERTY

SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 55422
MPCA BROWNFIELD PROGRAM NO. BF0003215
JAVELIN PROJECT NO. 2025-P0151-0138

PREPARED FOR

MITCHELL REALTY
4614 41½ AVENUE N
ROBBINSDALE, MINNESOTA 55422

PREPARED BY

THE JAVELIN GROUP, INC.
10125 CROSSTOWN CIRCLE, SUITE 107
EDEN PRAIRIE, MINNESOTA 55344
TEL: 952 380-3668 FAX: 952 380-3669

MARCH 2, 2026



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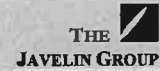
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APPENDIX A: PRE-MITIGATION SOIL VAPOR LABORATORY REPORTS

1.0 INTRODUCTION



The Javelin Group, Inc. (JAVELIN) was authorized by the Mithcell Realty (MR) to prepare a Vapor Mitigation Response Action Plan (VRAP) for the Sawhorse Building site located at 4740 & 4750 2nd Avenue N in the city of Robbinsdale, Hennepin County, Minnesota. The site location is shown on attached Figure 1, a general site plan is included as Figure 2, the subsurface sample locations are shown on Figure 3, and the site vapor intrusion area of concern (VI AOC) is shown on Figure 4.

1.1 RESPONSE ACTION OBJECTIVES

The objective of the proposed VRAP is to mitigate the potential for vapor intrusion health risks to the building occupants related to elevated concentrations of the volatile organic compound (VOC) chloroform detected in soil vapor samples collected beneath the building and within the site VI AOC that intersects the building footprint. Chloroform is the site soil vapor chemical of concern (COC).

1.2 SUBJECT PROPERTY DESCRIPTION

The subject property is comprised of three (3) irregular-shaped parcels totaling 0.68 acres located to the northeast of the intersection of 42nd Avenue N and Railroad Avenue N in the city of Robbinsdale. Improvements on the subject property include an 11,400 SF office/warehouse building located in the center of the lots with surface parking lots adjacent to the east and west of the building accessed from south-adjoining 42nd Avenue N and an alley adjacent to the north. The south 1/3 of the building is 2 stories with a basement and the north portion contains offices in the center and a warehouse on the north end.

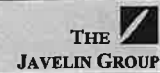
The property identification number and legal description for the subject property parcel is summarized in the following Table 1-1.

Table 1-1: PROPERTY INFORMATION	
Parcel Address:	4750 42nd Avenue North, Robbinsdale, MN 55422
Parcel Identification Number (PID):	06-029-24-21-0120
Land Acreage:	0.05
Current Ownership:	JDJ Land & Building LLC
Partial Legal Description:	Unplatted 06 029 24 Nely 13 Ft Of That Part Of Rr R/W Across Ne 1/4 Of Nw 1/4 Of Sec 6 T 29 R 24 Which Lies Sely Of A Line Drawn At R/A To Main Tract Center
Parcel Address:	4740 42nd Avenue North, Robbinsdale, MN 55422
Parcel Identification Number (PID):	06-029-24-21-0042
Land Acreage:	0.17
Current Ownership:	JDJ Land & Building LLC
Partial Legal Description:	lot 038, block 004, robbinsdale park addition
Parcel Address:	4740 42nd Avenue North, Robbinsdale, MN 55422
Parcel Identification Number (PID):	06-029-24-21-0041
Land Acreage:	0.17
Current Ownership:	JDJ Land & Building LLC
Partial Legal Description:	lot 037, block 004, robbinsdale park addn

The following Table 1-2 provides a summary of the site improvements.

TABLE 1-2: EXISTING SITE IMPROVEMENTS	
DEVELOPMENT TYPE:	Apartments
NUMBER OF BUILDINGS:	1, slab on grade with partial crawlspace in the central area of the building that has a 6-mil vapor barrier on the existing dirt floor. The sides of the crawlspace are sealed using 6"-8" of spray foam.
NUMBER OF FLOORS:	Two (2) + partial basement
TOTAL BUILDING GROSS SF	25,650 SF
BUILDING FOOTPRINT SF	11,400 SF
DATE OF CONSTRUCTION:	1930s
CURRENT TENANTS:	Sawhorse Designers & Builders
DOMESTIC WATER SOURCE:	City of Robbinsdale
SANITARY SEWER SERVICE:	City of Robbinsdale

2.0 PREVIOUS ASSESSMENTS/INVESTIGATIONS



This section contains summaries of previous environmental investigations conducted at the subject property.

PHASE I ENVIRONMENTAL SITE ASSESSMENT, SAWHORSE BUILDING, 4740 & 4750 2ND AVENUE N, ROBBINSDALE, MN, JAVELIN, MAY 21, 2025

The Phase I ESA identified the subject property was developed with a shed & office in 1923 and occupied by a lumberyard from approximately 1931 until at least 1971. Tenants on the subject property included Lampert's Yard (lumber), Evergreen Lawn & Sprinkler Company, Advance Irrigation Supplies, Alladin Pools, and A-Nu-Custom Garage. The most recent tenant, Sawhorse Designers & Builders, has occupied the subject property from 1983 to present.

The subject property had a coal shed along the western boundary of the property and historic records indicated the facility also handled paints. It was also considered likely that the building was formerly heated with coal and that coal ash could have been placed on the property.

The Phase I ESA identified the following recognized environmental condition (REC):

Historical Use of the Subject Property – The subject property had a coal shed along the western boundary and historic records indicated the facility also historically handled paints. It was also considered likely that the building was heated with coal and that coal ash could have been placed on the property. The potential for releases related to historical site use was considered a REC.

PHASE II ENVIRONMENTAL SITE ASSESSMENT, SAWHORSE BUILDING, 4740 & 4750 2ND AVENUE N, ROBBINSDALE, MN, JAVELIN, JULY 8, 2025.

JAVELIN completed a Phase II ESA for the subject property dated July 8, 2025 that included advancement of four (4) exterior Geoprobe soil borings, the advancement of one (1) interior hand auger soil boring, laboratory analysis of five (5) soil samples, the advancement of two (2) exterior soil vapor probes, the installation of five (5) vapor pins, and laboratory analysis of seven (7) soil vapor samples for volatile organic compounds (VOCs) by EPA Method TO-15.

No VOCs, polycyclic aromatic hydrocarbons (PAHs), diesel range organics (DRO), or RCRA metals were detected in the soil samples at concentrations exceeding the Minnesota Pollution Control Agency (MPCA) commercial soil reference values (SRVs), residential SRVs, or the soil leaching values (SLVs). DRO was detected in soil at a maximum concentration of 63 mg/kg in a soil sample collected from beneath the basement floor, which did not exceed the 100 mg/kg limit for unregulated fill. The RCRA metals and PAH concentrations appeared representative of naturally occurring background concentrations.

No VOCs were detected in the exterior soil vapor samples or interior sub-slab soil vapor samples at concentrations exceeding the commercial 33x ISVs, with the exception of 1,3-butadiene in exterior soil vapor sample SV-1 for the summer non-heating-season sampling event. The MPCA does not normally make mitigation decisions based on an exceedance of this compound because it is associated with vehicle exhaust and rapidly degrades in air. Figure 3 shows the soil vapor sample locations.

VAPOR INTRUSION ASSESSMENT – WINTER HEATING SEASON, SAWHORSE BUILDING, 4740 & 4750 2ND AVENUE N, ROBBINSDALE, MN, JAVELIN, FEBRUARY 23, 2026.

The soil vapor results include a discussion of both the summer non-heating season and the two winter heating season events laboratory analytical results. A table presenting the summer non-heating season and winter heating season soil vapor analytical results is included as Table 1. The winter heating season laboratory analytical reports are included in Appendix A.

No VOCs were detected in soil vapor samples at concentrations exceeding the commercial 33x ISVs, except for chloroform and 1,3-butadiene. Both petroleum (pVOCs) and chlorinated VOCs (cVOCs) were detected in the soil vapor samples.

The pVOC 1,3-butadiene was detected in the two (2) exterior soil vapor samples collected from SV-1 and SV-2 at concentrations ranging from 44 to 170 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$). The 1,3-butadiene concentration of $170 \mu\text{g}/\text{m}^3$ at SV-1 during the summer season exceeded the commercial 33x ISV of $90 \mu\text{g}/\text{m}^3$. The 1,3-butadiene concentration decreased from the summer concentration of $170 \mu\text{g}/\text{m}^3$ at SV-1 to $55 \mu\text{g}/\text{m}^3$ during the winter sampling event. The MPCA does not normally make mitigation decisions based on exceedances of this compound, since it is related to vehicle exhaust and rapidly degrades in air.

Chloroform was the only VOC detected in the sub-slab soil vapor samples at concentrations exceeding the commercial 33x ISVs. Chloroform was detected at concentrations of $4,800 \mu\text{g}/\text{m}^3$ and $290 \mu\text{g}/\text{m}^3$ in soil vapor samples SS-1 and SS-2 at the northwest end of the building during the first winter heating season sampling event, which exceeded the commercial 33x ISV of $170 \mu\text{g}/\text{m}^3$. Based on these apparent anomalous results, a second round of sub-slab soil vapor samples were collected from SS-1 and SS-2, along with paired indoor air quality samples. Chloroform decreased to $360 \mu\text{g}/\text{m}^3$ at SS-1 and non-detect at SS-2 during the second winter season soil vapor sampling event.

Paired indoor air samples collected at SS-1 (AS-1) and SS-2 (AS-2) did not identify exceedances of the indoor air quality criteria, the commercial ISVs. Chloroform was detected in the two indoor air samples at respective concentrations of $0.14 \mu\text{g}/\text{m}^3$ and $0.13 \mu\text{g}/\text{m}^3$, which were significantly less than the commercial ISV of $5 \mu\text{g}/\text{m}^3$.

3.0 VAPOR MITIGATION RESPONSE ACTION PLAN



3.1 CLEANUP CRITERIA

It is proposed that the building utilizes the commercial ISVs as the indoor air cleanup goal for sub-slab vapor intrusion mitigation. The following Table 3-1 provides a summary of the proposed goal for vapor intrusion mitigation.

TABLE 3-1: PROPOSED INDOOR AIR VOC CLEANUP GOALS

CONTAMINANT	CLEANUP GOAL
VOCs	MPCA indoor air commercial intrusion screening values (ISVs)

In addition, it is proposed that a sub-slab depressurization system, a Vapor Mitigation System (VMS), be utilized that will maintain a vacuum of at least negative three pascals (Pa) beneath the building concrete slab under winter heating season conditions, to the extent practical. The VMS should remain operational until the MPCA approves that it is safe to shut down the system.

3.2 VAPOR MITIGATION RESPONSE ACTION PLAN OBJECTIVES

The proposed response action objectives are as follows:

- 1) To mitigate the potential for vapor intrusion into the building from the subsurface through installation of a VMS, and
- 2) To provide confirmation of the effectiveness of the mitigation system.

3.3 PRE-MITIGATION DIAGNOSTIC TESTING

Home Safety Solutions, Inc. (HSS) is scheduled to conduct a pre-mitigation diagnostic test in the building. A copy of the *Pre-Mitigation Diagnostic Checklist* and *MPCA Vapor Intrusion Building Survey Form* will be submitted to the MPCA upon testing conclusion in VRAP Addendum #1. The diagnostic test will include the installation of two test suction points (SP-1 and SP-2) by coring a five-inch diameter hole through the concrete floor slab of the building. The test suction point locations are shown in Figure 5. Once a hole is drilled through the four to five-inch thick floor slab, approximately one cubic foot of underlying sand with gravel will be removed to create a void beneath the floor slab. Three-inch diameter polyvinyl chloride (PVC) risers with an elastomeric PVC Fernco seal will be installed to a depth just below the bottom of the floor slab to complete the test suction point installations.

The completed suction points will be fitted with a FanTech Rn-4 fan rated at a vacuum equal to 4.75 inches of water column ("w/c) or 1,183 Pa, and then two FanTech Rn-4 fans in series, for the tests.

For the tests at SP-1, three (3) pressure field extension (PFE) test points (T1 to T3) will be installed and existing vapor pins SS-1 and SS-2 will be used for a total of five (5) test points. The test points will be used to measure the amount of vacuum at different distances and directions from the test suction point.

For the tests at SP-2, two (2) PFE test points (T4 and T5) will be installed and existing test point T3 and existing vapor pins SS-1 and SS-2 will be used for a total of five (5) test points.

The test points will be used to measure the amount of vacuum at at different distances and directions from the test suction point..

A total of seven (7) test points will be used during pre-mitigation diagnostic testing.

The test point PFE winter heating season vacuum criteria is -3 Pa.

One VMS is proposed that will include the use of two (2) suction points (SP-1 and SP-2).

The system configuration is proposed to effectively capture the VI AOC under the slab of the building. The VMS layout is shown in Figure 6.

3.4 VAPOR MITIGATION SYSTEM DESIGN

It is proposed that a VMS be installed to mitigate the elevated VOC concentrations beneath the floor slab that exceeded the commercial 33x ISV.

Copies of the laboratory reports for the pre-mitigation soil vapor samples are included in Appendix A. Table 1, attached, presents the sub-slab soil vapor VOC analytical results. Based on the results of future pre-mitigation diagnostic testing, a VMS including two (2) suction points is proposed to mitigate the building VI AOC.

3.4.1 VMS DESIGN

The VMS will be designed by HSS and the proposed layout is shown in Figure 6. It is proposed that the two (2) test depressurization suction points (SP-1 and SP-2) be installed and used for the VMS as described as follows:

- SP-1 adjacent to the west wall.
- SP-2 adjacent to the north wall.

The suction point locations will be confirmed with the property owner. The system installation will be completed in general accordance with the best management practices (BMPs) presented in the MPCA document *Vapor Mitigation Best Management Practices* dated April 2020.

3.4.2 VMS INSTALLATION

The VMS installation is designed to avoid creating health, safety, and environmental hazards to building occupants including backdrafting combustion appliances, constricting or blocking building exits with pipe runs, or degradation of fire rated assemblies with pipe and/or cable penetrations. The elements of the VMS will comply with State and local building codes and regulations. The VMS installer must be certified by the State of Minnesota for Multi-Family Radon system installations and must have a state contractor's license.

The depressurization points will be constructed by coring a five inch diameter hole in the concrete floor slab and removing at least one cubic foot of underlying soil to create a void beneath the floor slab. Soil will be removed from the hole by breaking up the soil using a roto hammer and a large drill bit and then removing the loose material. A three-inch diameter Schedule 40 PVC riser with an elastomeric PVC Fernco seal will then be installed in the floor slab opening to a depth just below the bottom of the slab to complete the suction point installation.

Each suction pit will have a three-inch diameter Schedule 40 PVC riser routed vertically to the ceiling where it will be connected using a 90° elbow to horizontal 3-inch diameter Schedule 40 PVC header pipes from the suction points to a central location beneath the ceiling. The three-inch diameter horizontal header pipe will be connected to a four-inch diameter Schedule 40 PVC vertical riser pipe that will then extend up to the rooftop mitigation fan as shown on Figure 6.

The 4-inch diameter Schedule 40 PVC exhaust pipe will be connected to the inlet port of a fan mounted on the roof. The exhaust pipe extending from the outlet of the fan will be at least two feet above the roof. The discharge pipe will be located at least 10 feet from building openings to prevent vapor re-entrainment. The VMS suction points will have valves installed on the vertical risers if airflow balancing is needed.

Specifications pertaining to the selected fan will be included in VRAP Addendum #1. A dedicated power supply will be provided to the blower. The dedicated breaker will be labelled "Vapor Mitigation System."

Active system piping will be affixed with vapor mitigation system piping identification labels and flow direction arrows in visible locations. A magnehelic gauge will be installed in a visible and accessible location next to one of the vertical risers so system performance can be monitored. The magnehelic gauge location and system installation activities will be documented in the MPCA document *Active Mitigation System Installation Checklist* and included with the final VRAP Implementation Report/Property Summary Report.

3.4.3 POST-MITIGATION DIAGNOSTIC TESTING

Post-mitigation diagnostic testing will be conducted following installation of the VMS to confirm that the system is operating in a manner sufficient to provide the required PFE beneath the VI AOC area, and to determine if any adjustments to the system are required.

Post-mitigation diagnostic testing will be conducted to the extent practical with the active systems running, all windows closed, and internal combustion appliances and exhaust fans operating, to provide worse-case conditions.

PFE measurements will be conducted at four (4) PFE test points that include the previous test points, T1 to T5, and two sub-slab soil vapor pins, SS-1 and SS-2, as shown on Figure 6, for evaluation of the PFE under the slab of the building within and around the VI AOC.

Regardless of seasonal conditions, post-mitigation diagnostic testing will be conducted after a minimum one-week equilibration period following, and within 30 days of system activation. If post-mitigation diagnostic testing cannot be completed first in summer conditions, a second round of post-mitigation diagnostic testing will be completed during winter conditions to evaluate system performance under worse-case conditions.

In addition to diagnostic testing, smoke testing will be conducted along identified interior floor cracks and wall joints while the system is running to check for air leakage. Smoke testing will also be completed to check combustion appliances for backdrafting. Identified leaks affecting the PFE will be sealed with caulk.

Post-mitigation diagnostic testing activities will be documented in the MPCA document *Post-Mitigation Diagnostic Checklist* and included with the final Property Summary Report.

3.4.4 POST-MITIGATION CONFIRMATION SAMPLING

Upon completion of active system installation, confirmation sub-slab soil vapor/indoor air/outdoor air sampling will be completed to evaluate whether the active system performance is sufficient to prevent intrusion of vapors into the building at concentrations exceeding the commercial intrusion screening values.

Regardless of seasonal conditions, post-mitigation confirmation sampling will be conducted after a minimum one-week equilibration period following, and within 30 days of system activation. If post-mitigation confirmation samples are first collected in summer conditions, a second round of post-mitigation confirmation sampling will be completed during winter conditions to evaluate system performance under worse-case conditions.

It is proposed that concurrent sub-slab soil vapor and indoor air samples be collected from the two (2) existing sub-slab sample locations, SS-1 and SS-2. An outdoor ambient air sample (OA-1) will also be collected. The proposed confirmation sample locations are shown in Figure 6.

The pressure differential between the ambient air and sub-slab soil vapor will be measured using a micromanometer at the existing vapor pin locations and recorded on a field sampling data form. A total organic vapor (TOV) reading will also be measured at each sample location using a photoionization detector (PID), following sample collection. Ambient TOV readings will also be collected at the indoor and outdoor air sample locations.

For collection of the sub-slab soil vapor samples, a sampling train provided by the laboratory was assembled by attaching an approximate two-foot length of dedicated Teflon tubing with a valve to the vapor pin and the other end to a three-way valve followed by a disposable in-line moisture/sediment trap and an approximate six-inch length of dedicated Teflon tubing. A short section of Teflon tubing and a syringe was attached to the third leg of the three-way valve. Next, approximately one tubing volume of air was purged from the sampling train using the syringe, and the tubing valve was closed where it was attached to the vapor pin.

Sample Train Leak Check - Prior to collecting the sample, a leak check of the sample train tubing was conducted after closing the valve near the vapor pin connection by evacuating air from the sample train using the syringe to create a vacuum of at least 25 inches of mercury. The summa canister gauge was then observed to verify that the vacuum did not decrease for a period of at least two minutes. If the vacuum did decrease, the connections were tightened until no leaks were detectable in the sample train during the leak check.

Sample Collection - The canister identification tag was then labeled with the sample identification number, the vacuum gauge reading, the date, and the sample collection time. Sample collection was initiated by opening the valve on the vacuum canister to allow the air sample to be drawn into the canister. After filling, the canister valve was closed, the airtight cap replaced, and the identification tag attached to the canister was labeled with the ending time and vacuum gauge reading. Vapor sampling data was also recorded on an air sampling field data form. The filled canisters will be transported using proper chain-of-custody procedures to an analytical laboratory for analysis of VOCs by EPA Method TO-15. The Vapor Pin® ports will be left in place after sampling, pending results of the analyses.

Concurrent air quality samples will be collected at the two (2) sub-slab soil vapor sample locations and of the outdoor ambient air. Air quality samples will be collected over a 24-hour period using summa canisters equipped with 24-hour flow controllers. Indoor air samples will

use individually certified canisters. A short piece of dedicated tubing will be connected to the 24-hour flow controller attached to the Summa canister inlet. Sample collection will be initiated by opening the valve on the vacuum canister to allow the air sample to be drawn into the canister. The canisters will be set out in the breathing zone for 24 hours and picked up the following day. After filling, the canister valve will be closed, the airtight cap replaced, and the identification tag attached to each canister will be labeled with the ending time and vacuum gauge reading. This same information will be recorded on the field sampling data form. The filled canisters will be transported using proper chain-of-custody procedures to an analytical laboratory for analysis of VOCs by EPA Method TO-15.

Post-mitigation confirmation sampling activities will be documented on the MPCA document *Post-Mitigation Confirmation Sampling Checklist* and included with the final VRAP Implementation Report/Property Summary Report.

3.5 INSTITUTIONAL CONTROL

An environmental covenant and easement (ECE) will be prepared for MPCA review and approval, followed by recording the document at Hennepin County. A copy of the recorded ECE will be submitted to the MPCA.

3.6 VRAP CONTINGENCIES

In the event that vacuum measurements do not conform to the PFE requirement, the MPCA project manager will be consulted to determine if additional actions are needed to enhance the active system pressure field extension.

4.0 IMPLEMENTATION SCHEDULE



Response action activities will commence in accordance with the following preliminary timeline presented in the Table 4-1 below. Note that the Mithcell Realty will be applying for cleanup grant in fall 2026 which explains the delay in system installation presented in Table 4-1.

ACTIVITY	IMPLEMENTATION DATE
VRAP Submittal	March 2, 2026
VRAP Approval	April 30, 2026
VMS Installation	September 2026
Post-Mitigation Diagnostic Testing & Confirmation Sampling	September 2026 & November 2026
Implementation Report & Record Environmental Covenant	February 2027

5.0 STANDARD OF CARE



The services performed by JAVELIN on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality, under similar budget and time constraints. No other warranty is expressed or intended.

This document was prepared exclusively for the use or benefit of those listed on the Title page of this report. Reliance or use by any other third party without explicit written authorization from JAVELIN will be at the third party's own risk. No warranties or representations, expressed or implied, are made to any such third party.

We appreciate the opportunity to provide this service. If you have any questions regarding this report, please contact us.

PREPARED BY:

THE JAVELIN GROUP, INC.

A handwritten signature in cursive script, appearing to read "Greg Browne".

GREGORY S. BROWNE, PG
SENIOR PROJECT MANAGER

A handwritten signature in cursive script, appearing to read "Phil Malkerson".

PHILIP G. MALKERSON
SENIOR PROJECT MANAGER

Environmental Response Fund Grant Application

Project Name: Sawhorse Building

Requesting Funding for: Assessment X Cleanup
 Asbestos and Lead-Based Paint Abatement (Affordable
Housing Projects only)

Total Amount Requested from ERF: \$46,960

Applicant Name: 4740 Partners LLC

Applicant Type (check all that apply):

<input type="checkbox"/> Non-Profit	Certified through the Central Certification (CERT) Program as one or more of the following:
<input type="checkbox"/> For-profit / private entity	
<input checked="" type="checkbox"/> Local Unit of Government (i.e., city, watershed, park board, etc.)	
	<input type="checkbox"/> Women-owned Business Enterprise (WBE)
	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)
	<input type="checkbox"/> Small Business Enterprise (SBE)
	<input type="checkbox"/> Emerging Small Business Enterprise (ESBE)
	<input checked="" type="checkbox"/> None of the above

CERT is a small business certification program administered by the county, and several other local governments in the metro region. It certifies small, minority and women-owned businesses. For more information about the program or to apply to become CERT certified visit the CERT website: <https://cert.smwbe.com/>



Project Contact Name: 4740 Partners LLC Michael Mitchell

Address: 4614 41½ Ave N Robbinsdale, MN

Phone: 612-296-5483 E-mail: mike@mitchellmanage.com

If the applicant is a municipality applying on behalf of a third party, please provide:

Third Party: _____

Contact Name: _____

Address: _____

Phone: _____ E-mail: _____

Application Preparer: Kevin Pierson – The Javelin Group, Inc.

Phone: 612-281-6876 E-mail: kpierson@thejavelingroupinc.com

Application submittal process for 2025

Hennepin County no longer accepts ERF applications in hard copy or other submittal formats. As part of the county’s broader effort to improve contracting and grant processes, all ERF applications are now hosted and submitted through the Hennepin County Supplier Portal. To submit an application, you must first register.

For more information on how to register, please go to the [Supplier Portal Information Page](#). Please plan ahead and allow extra time to register and submit your applications. For questions about the submittal process, please refer to the [Supplier Portal Information Page](#). If your questions require additional assistance, the Supplier Portal support staff can be reached via email at supplierportal@hennepin.us or phone (612-348-5235) Monday through Friday between the hours of 8am and 4:30pm.

Application Submittal Checklist

The following provides a list of the expected application components that need to be submitted when applying for ERF grant funding. All supporting documents must be submitted in PDF form via the Hennepin County Supplier Portal; multiple PDFs are acceptable. In addition, please submit a Microsoft Word document of the completed application form via the Hennepin County Supplier Portal where prompted.

Application - Submit a text file (Microsoft Word document) of this application form.

Tables:

- **Table 1 - Funding Sources Summary** (See attached **Table 1**)
- **Table 2 - Project Budget Summary** (See attached **Table 2**)
- **Table 3 – Housing Summary** (See attached **Table 3**)
- Additional tables with project analytical data for contamination investigated onsite. This should include data for soil, groundwater, soil vapor, sediment, and/or surface water, where relevant and applicable to the project and grant request. Tables should include a comparison to applicable regulatory standards. (See attached **Table 4 - Soil Vapor Analytical Summary**)

Figures:

All figures should include the property boundaries, a scale bar, and a north arrow.

- Accurate and legible site location map (See attached **Figure 1 – Site Location**) and site diagram (See attached **Figure 2 – Site Diagram**) showing locations of relevant site features such as buildings, retaining walls, suspected/known areas of contamination, nearest public streets, etc.
- Proposed development plan site layout diagram or renderings (See attached **Figure 3 – Floor Plans**).
- Site summary figure(s) showing investigation locations pertinent to the attached data tables (See attached **Figure 4 – Sample Locations**).
- Site map showing areas with soil, soil vapor, and groundwater criteria exceedances (See attached **Figure 5 – Soil Impacts**)

Attachments:

- Legal description of the site (see **Attachment 1 – Legal Description**)
- Copy of municipal land use approval (signed by municipality and dated)
- (see **Attachment 2 – Land Use Approval**)
- Copy of the written neighborhood(s) statement(s) of support (Not Applicable)
- Environmental documents identified in Section IV of this application (**Attachments 3-7**)
- City resolution of Support – If available at the time of application submittal. City resolution of support will be required before grant disbursements can be paid (**Pending May 5, 2026**)

LIST OF TABLES

- Table 1: Funding Sources Table
- Table 2: Project Budget Summary
- Table 3: Housing Summary
- Table 4: Soil Vapor Analytical Summary

LIST OF FIGURES

- Figure 1: Site Location
- Figure 2: Site Diagram
- Figure 3: Floor Plans
- Figure 4: Sample Locations

LIST OF ATTACHMENTS

- Attachment 1: Legal Description
- Attachment 2: Land Use Approval
- Attachment 3: Phase I ESA
- Attachment 4: Phase II ESA
- Attachment 5: Response Action Plan
- Attachment 6: MPCA RAP Approval Letter
- Attachment 7: Winter Vapor Intrusion Assessment

I. SITE SETTING INFORMATION

1. Complete the following table:

Site address	4740 & 4750 42nd Avenue North
City (or Township)	Robbinsdale
Hennepin County Commissioners District No.	01
Property Identification No.	4750 42nd Avenue North – PID: 06-029-24-21-0120 4740 42nd Avenue North – PID: 06-029-24-21-0042 4740 42nd Avenue North – PID: 06-029-24-21-0041
Site acreage	0.39 acres
Current and former site buildings: type, floors, square footage, age, and date of demolition or years vacant (if applicable)	Review of historical documentation indicated that the subject property was developed with a frame shed & office in 1923 and a lumberyard from at least 1931 until at least 1971. Future tenants on the subject property included: Lampert’s Yard, Evergreen Lawn & Sprinkler Company, Advance Irrigation Supplies, Alladin Pools, and A-Nu-Custom Garage. In 1983, Sawhorse Designers & Builders occupied the subject property until being sold to 4740 Partners LLC for repurposing as a multi-tenant business center.
Current land use	Mixed use commercial business suites
Current zoning type	CM2- Corridor Mixed Use
Future zoning type (final development)	CM2 - Corridor Mixed Use

2. If a zoning change is required for the proposed final use of the site, describe the expected zoning and the necessary procedure for obtaining the change.

No zoning change is required.

II. PROJECT STAKEHOLDERS

1. Complete the following table:

Current owner and date of purchase	4740 Partners LLC (06/2025).
Future owner	4740 Partners LLC
Municipal land use approval obtained for site	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Resolution of support If no, insert anticipated date of obtaining resolution of support: <u>May 5, 2026</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project is owned by applicant or has a purchase agreement in place	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date of purchase agreement <u>6/17/25</u>
Have the grantee/subgrantee owner(s), its officers, board of directors, and LLC members paid all Hennepin County property taxes and personal property taxes due as of December 31 of the preceding year?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

If you answered **NO** to any of the questions in the above table, describe the current status and, if applicable, what steps are planned or have been taken to date to rectify the situation. Please describe any and all necessary approvals, planned agreements and their expected dates of execution.

2. Describe the target population(s) for the project (i.e., who will live, use, or work in your finished development) and explain the outreach activities and engagement strategies that have been used to reach the proposed population(s).

The target population for this project consists of small, locally owned businesses seeking affordable commercial space in Robbinsdale, that include salons, real estate professionals, homecare service providers, and business-to-business marketing firms, to name a few. These users typically represent entrepreneurs, sole proprietors, and small teams who benefit from flexible, lower-cost lease opportunities within a shared commercial setting.

3. Describe the extent to which the project has local community support (community meetings, businesses, employer, in-kind value, local funding, etc.).

The project has received support primarily through coordination with local municipal staff and demonstrated market acceptance by small businesses in the community. The developer has worked closely with City of Robbinsdale planning staff during the permitting and tenant improvement process, which has facilitated project implementation and tenant occupancy. In addition, the Director of Community Development has prepared a formal City Resolution in support of the grant application, which is scheduled for consideration by the Robbinsdale City Council.

Outreach has been conducted through established commercial leasing platforms, resulting in successful lease-up activity. Formal community meetings, organized stakeholder engagement efforts, or documented in-kind contributions were not completed prior to application submittal. However, the combination of municipal coordination, pending formal City support, and active tenant occupancy demonstrates functional local support and continued economic use of the property.

4. If the applicant is not a municipality or if the ERF grant, if awarded, will be subgranted by the municipality to a third party, please list the names of the grantee/subgrantees' owner(s), officers, board of directors or LLC members.

The ERF grant applicant is 4740 Partners LLC. The Owner and LLC sole member is Michael Mitchell who has most recently rehabilitated the 40,000 SF multitenant office building for similar small size affordable business tenant spaces in 2025, and who has been rehabilitating houses and commercial buildings in the Twin Cities for 20 years. There are no additional officers, directors, or members.

5. Provide contact information for current environmental consultant and legal counsel, if applicable:

Consultant Kevin Pierson/ The Javelin Group Phone (612) 281- 6876

Attorney None Phone _____

III. PROJECT FINANCIAL INFORMATION

1. Complete the following table:

Total cost of (re)development	\$760,000
Total cost of environmental costs (cleanup sites only)	\$74,724
Total cleanup costs as a percentage of total development costs	10%
Total ERF cleanup costs as a percentage of total cleanup costs.	6%
Current property value (2025)	\$486,000
Property value (2026) (Will increase as all remodeling is completed)	\$786,000
Current property taxes (2025)	\$25,409
Property taxes (2026) (Will increase as all remodeling is completed)	\$14,981
Previous ERF grant awards: list the amount, year, grant round, and source (ERF or Minnesota Brownfields Gap Financing Program)	\$0
Number of new jobs (FTEs) created at the finished site	85
Number of retained jobs (FTEs) at the finished site	0
Number of jobs created during construction	24
Does this application request funds for property acquisition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does this application request funds for demolition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have other sources of public or private funding for this project been pursued?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this project waiting to secure any additional funding that is necessary to commence construction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is/Will the project be in a TIF district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Expected annual TIF proceeds and timeframe	N/A

2. If you answered **YES** to any of the questions in the above table, please clearly describe what is needed and why, the timeline, and additional steps necessary or planned. For funding sources contributing to the project, complete the attached **Table 1 - Funding Sources Summary**.

3. Describe why ERF funding is needed.

The developer encountered unexpected environmental costs when the MPCA reviewed the 2nd round of soil vapor testing results and required installation of a vapor mitigation system in the site building, since the results unexpectedly detected chloroform in sub-slab soil vapor at concentrations exceeding the commercial 33x ISVs.

It was not anticipated that mitigation would be required because the 2nd round testing report did not recommend mitigation. Mitigation was not recommended because chloroform was not detected in the 1st season sub-slab samples, indoor air sampling did not detect chloroform, 2nd round chloroform results were considered to be anomalous outliers, and because the MPCA does not typically require mitigation of chloroform because it is likely reflecting transient building- or utility-related influences (chloro-halomethanes).

4. Describe the effect on the project if ERF funds are not awarded.

Without ERF funding, the project will face delays in completing the required vapor mitigation system, prolonging exposure to known environmental risks and potentially limiting full occupancy of the building. The added, unanticipated cleanup costs create a financial gap that will delay or limit the developer's ability to invest in building upgrades, resulting in reduced quality of amenities and less investment in aesthetic improvements. The property's full potential as an attractive, high-quality commercial space would be diminished, which may negatively impact the surrounding neighborhood's visual appeal and overall vibrancy.

Without ERF funding, the property's productive reuse would be hindered, slowing job creation, reducing economic activity, and delaying increases in property value and local tax revenue. The developer is at a competitive disadvantage compared to projects on uncontaminated sites that do not carry similar environmental costs.

5. Complete the attached - See **Table 2 - Project Budget Summary**.

IV. CONTAMINATION INFORMATION

Please provide the following information in addition to the required information listed in the application submittal checklist.

1. Complete the following table for the site (include all current and historical listings):

MPCA VIC I.D. No.	BF0003215
MPCA Petroleum Brownfields I.D. No.	None
MPCA Leak Program I.D. No.	None
Federal or State Superfund I.D. No.	None
Department of Agriculture AgVIC I.D. No.	None
Other MPCA listing(s) and I.D. No.(s)	None

2. Indicate which documents are available for the site and provide electronic copies with submittal of this application:

- Phase I Environmental Site Assessment (**Attachment 3**)
- Phase II investigation work plan
- Phase II investigation report (**Attachment 4**)
- Response Action Plan (RAP) (**Attachment 5**)
- MPCA RAP approval letter (**Attachment 6**)
- Other relevant MPCA, U.S. EPA, and/or Department of Agriculture letters
- Other relevant environmental investigation, monitoring, and/or cleanup reports (list document type or title): Winter Vapor Assessment (**Attachment 7**)

3. Complete the following table for identified contamination:

Media	General contaminant types (e.g., VOCs, metals)
Soil	Petroleum > 100 mg/kg
Groundwater	
Soil gas vapor	Chlorinated VOCs
Asbestos and lead-based paint ¹	
Other (i.e, building features contaminated from a chemical release, etc.)	

¹ Only costs associated with the assessment and removal of asbestos-containing materials and lead-based paint in affordable multi-family and land-trust housing projects are eligible for funding. For asbestos, specify friable and nonfriable materials. For lead-based paint, specify if intact, loose, or flaking.

4. Provide a brief synopsis of the site’s land use history and explain why the site is believed to be contaminated (if the application is for an assessment grant) or how the site came to be contaminated (if the application is for cleanup). Please limit your response to 300 words. Refer to required table and figure attachments as appropriate to aid in your discussion.

Review of historical documentation indicated that the subject property was developed with a frame shed & office in 1923 and a lumberyard from at least 1931 until at least 1971. Future tenants on the subject property included: Lampert’s Yard, Evergreen Lawn & Sprinkler Company, Advance Irrigation Supplies, Alladin Pools, and A-Nu-Custom Garage. In 1983, Sawhorse Designers & Builders occupied the subject property until 2025. It is anticipated that releases from former tenants are responsible for the release.

5. Has a party (or parties) responsible (RP) for the contamination been identified and, if so, is the RP assisting with cleanup costs? If not, please explain.

It is difficult to determine when the release occurred, who the potential parties were that are responsible for the releases, and if they even exist anymore so responsible parties have not been identified. Based on this information, responsible parties for the release were not identified.

V. ADDITIONAL CONTAMINATION INFORMATION – CLEANUP APPLICANTS ONLY

For applicants requesting assistance for cleanup, completed the following additional questions:

1. Provide a concise description of the proposed RAP and/or asbestos, lead-based paint abatement. Limit your response to 300 words. Include the following additional details:
 - I. If demolition is part of your funding request, describe demolition activities necessary to perform the cleanup, including age, condition of structures and required asbestos and/or lead paint abatement. Demolition is only eligible when it is required for cleanup activities as part of the RAP; demolition for general construction and redevelopment purposes is not eligible.
 - II. Describe efforts to reuse contaminated soils on site. If soil is not being reused, why is this not feasible?

The Response Action includes installation of vapor mitigation systems in project building areas where the sub-slab soil vapor concentration exceeds applicable MPCA intrusion screening values (ISVs). The RAP also includes additional assessment required by the MPCA. This is addressed in the RAP approval letter.

2. Complete the following table:

Total volume of contaminated soil (cubic yards) to be remediated (all contaminant types):	0
Total asbestos materials to be abated (square feet, linear feet, or cubic yards)	Not applicable
Lead-based paint to be remediated (square feet, each item)	Not applicable

VI. DEVELOPMENT FEATURES

1. Please describe the anticipated development.

<input type="checkbox"/> Residential
<input type="checkbox"/> Mixed-use (<i>ex: housing and commercial</i>)
<input checked="" type="checkbox"/> Commercial
<input type="checkbox"/> Industrial
<input type="checkbox"/> Green space (i.e., public parks, athletic fields etc.)
<input type="checkbox"/> Other

2. Provide a brief, general description (i.e., executive summary) of the planned development and project goals.

This project will install a vapor mitigation system in an existing 11,400-square-foot commercial building in Robbinsdale to address chloroform detected in sub-slab soil vapor, in accordance with MPCA requirements. The building has been redeveloped into 30 affordable suites for small, service-based businesses. The goal is to ensure a safe indoor environment, maintain occupancy, and support local economic activity by preserving accessible affordable commercial space for small businesses.

3. Hennepin County is committed to protecting the environment and conserving resources for future generations. Additionally, climate change has been identified as one of the most pressing challenges the county faces because of its significant environmental, societal, and economic impacts (link for more information: www.hennepin.us/your-government/projects-initiatives/climate-action). The county supports initiatives and sustainable practices that offer effective ways to respond to climate change. In particular, innovative approaches beyond typical building components (e.g., above and beyond LED lighting, high efficiency appliances, etc.) and required minimum site features (e.g., standard stormwater management features) are of interest. Describe if and how this project will incorporate sustainable activities and features above and beyond typical site standards in the project design, construction, operation, and/or cleanup remedy. Some examples of innovative approaches include but are not limited to the following: extensive structural deconstruction for reuse of material on or offsite, creative onsite management of contaminated media to avoid trucking to distant landfills, onsite construction or use of renewable energy, net-zero building construction, onsite stormwater reuse, significant greenspace enhancement and carbon sequestration, etc.

While the primary focus of this project is the installation of a vapor mitigation system to address identified soil vapor contamination, it also incorporates several sustainable practices that extend beyond typical site standards by emphasizing adaptive reuse, minimized material waste, and reduced environmental disturbance.

The project involves the reuse of an existing 11,400-square-foot commercial structure, avoiding demolition and the associated generation of construction debris, as well as reducing the demand for new building materials. This approach conserves embodied energy and significantly lowers the project's overall carbon footprint compared to new construction. Interior remodeling to create 30 small business suites has been completed within the existing building footprint, further limiting land disturbance and preserving surrounding site conditions.

The selected remedy—installation of a sub-slab vapor mitigation system—represents a low-impact, long-term solution that avoids more intensive excavation or off-site disposal of contaminated materials. By addressing vapor intrusion in place, the project minimizes truck traffic, landfill use, and associated greenhouse gas emissions. The system is also energy-efficient and designed for continuous operation with minimal resource demand.

In addition, the project supports broader sustainability goals by providing compact, affordable commercial spaces that encourage efficient use of shared infrastructure and utilities. This model supports local entrepreneurship while reducing the need for larger, resource-intensive standalone buildings. Collectively, these strategies align with Hennepin County's climate and sustainability objectives by reducing waste, conserving resources, and promoting efficient land use.

4. Hennepin County has recently declared racism a public health crisis. In our community, persistent disparities separate people who are thriving from those who are not. Describe how this project aligns with one or more of the county's domain areas (education, employment, income, health, housing, transportation, justice) where actions can have the most impact to reduce racial disparities. Additional information on the county's priorities to address racial disparities can be found here: <https://www.hennepin.us/your-government/overview/addressing-disparities-in-hennepin-county>.

This project aligns with Hennepin County's priorities in employment, income, and health by supporting equitable access to safe, affordable commercial space for small businesses, including those owned by entrepreneurs from historically underserved communities. Small, lower-cost business suites reduce common barriers to entry—such as high rents, large space requirements, and long-term lease commitments—that have disproportionately limited business ownership opportunities for Black, Indigenous, and People of Color (BIPOC) entrepreneurs.

By maintaining 30 affordable suites, the project creates opportunities for a diverse mix of small business owners, including service providers and sole proprietors, to establish and grow their businesses in a stable location. This contributes to wealth-building, job creation, and income stability in a way that is more accessible than traditional commercial developments. Examples of current minority tenants include a hair braiding salon, a church office, and an import-export business.

5. Describe how the project stakeholders (described in Section II) and the surrounding community will derive benefit from the project and how the project aligns with ERF program

priorities. A description of the ERF program priorities can be found in Section 2.1 of the ERF application instructions.

The project will directly benefit both the developer and the surrounding community by addressing a known environmental health risk while preserving and enhancing a productive commercial property. Elevated chloroform concentrations in sub-slab soil vapor represent a documented threat to indoor air quality; installation of the vapor mitigation system will eliminate this exposure pathway and ensure a safe environment for tenants, employees, and customers.

The redevelopment of the building into 30 affordable business suites generates clear social and economic value by supporting small business growth, job creation, and local service provision. The project represents the efficient reuse of an existing structure, strengthening the local tax base and contributing to the vitality of the surrounding commercial area. Its location within an established community supports access to nearby jobs and services without requiring new infrastructure investment.

ERF funding is critical to the project, as the cost of environmental mitigation represents a significant financial barrier that would likely delay or prevent full buildout and long-term occupancy without assistance. The developer has already invested private funds into acquisition (not grant-funded) and redevelopment of the property, demonstrating financial commitment and leveraging ERF resources for environmental remediation specifically.

As a non-residential project, the development supports economic activity by providing affordable commercial space tailored to small and emerging businesses. The project does not require ERF funds for acquisition and aligns with the county's sustainability priorities through adaptive reuse of the existing building and a low-impact, in-place remediation strategy that minimizes waste and environmental disturbance. Collectively, these elements demonstrate strong alignment with ERF program priorities, including protection of human health, economic development, efficient land use, and removal of barriers to site cleanup and reuse.

In summary, ERF funding is the critical gap tool that will remediate environmental barriers, unlock redevelopment, and ensure lasting community and equity benefits.

6. If the project includes a residential component, indicate how the project contributes to the local municipality's approved livable communities housing mix goals and benefits for the local community. Also complete the attached **Table 3 – Housing Summary (Not Applicable)**.
7. One key strategy to reduce racial disparities in employment and income is through targeted contracting processes. Do your project plans include contracting with small business enterprises (SBE), women-owned business enterprises (WBE), minority-owned business enterprises (MBE) or emerging small business enterprises (ESBE) to complete the development?

The building rehabilitation utilized minority demolition, drywall, and painting workers, plumbers, and landscapers, supporting Hennepin County's goal of reducing racial disparities in employment and income by directing project-related spending to diverse, local contractors. While no formal SBE/WBE/ESBE contracting program was established at the outset, the project demonstrates a commitment to inclusive contracting practices through the engagement of minority-owned contractors and will continue to consider diverse businesses for remaining work associated with the property.

This approach ensures that both the development process and the end use of the property deliver measurable equity impacts, directly supporting Hennepin County's priority to reduce racial disparities in employment and income.

8. Describe the proposed construction schedule. Discuss the potential for delays and other issues that may arise. Describe what must occur before investigation and/or development and cleanup activities can proceed:

Proposed Construction Schedule (Summary)

- **Vapor Mitigation System Installation & Environmental Testing & Reporting:** Summer 2026 (System installation and summer non-heating season post mitigation testing) – December 2026 (winter heating season post-mitigation testing)
- **Building Rehabilitation:** Started in July 2025 and is ongoing
- **Tenant Build-Out & Occupancy:** Tenants began occupying completed suites in 2025

Potential Delays:

- Funding limitations
- Additional environmental findings
- Construction supply chain or labor shortages

Prerequisites:

- ERF award



📍 Mike Mitchell
☎️ 612-296-5483
✉️ mike@mitchellmanage.com

May 1, 2026

Sarah Montgomery
Hennepin County Government Center
300 South 6th St
Minneapolis, MN 55487

RE: Environmental Response Fund (ERF) Grant Application

Dear Ms. Montgomery,

On behalf of 4740 Partners LLC, I am pleased to submit our application for funding from the Hennepin County Environmental Response Fund.

As required by the solicitation, this cover letter includes the following statements:

- a. 4740 Partners LLC has reviewed and agrees to be bound by the Hennepin County Grant Agreement.
- b. 4740 Partners LLC has reviewed the conflict of interest requirements in the solicitation. 4740 Partners LLC affirms that to the best of its knowledge the submission of its Application, or any resulting Grant award, does not present an actual or perceived conflict of interest. Strictly for illustration purposes, a personal relationship with a County employee directly or indirectly involved in the Grant process may be a conflict of interest.

4740 Partners LLC agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

We appreciate your consideration of our application and look forward to the opportunity to partner with Hennepin County to support the cleanup and productive reuse of this property.

Sincerely,
Michael Mitchell

Mike Mitchell
Managing Member
4740 Partners LLC

Table 1 - Funding Sources Summary (You may add additional rows as needed to accurately represent your project)

Funding source	Amount	Status (committed, pending decision date, etc.)	Comments
Previous ERF grants			
Hennepin County assessment grants (MOA/COA)			
Hennepin County Transit Oriented Development grant			
Hennepin County ERF Contamination Cleanup grant	\$46,960	Pending September 2026	
Minnesota Brownfields Gap Financing grant			
Hennepin County Community Development Block grant			
Hennepin County Lead-safe program grant			
Metropolitan Council Tax-Based Revitalization Account grant			
Developer Private Equity	\$760,000	Committed	In Use
1 st Mortgage			

Table 2 – Project Budget Summary

The purpose of this table is to provide a breakdown of the project’s environmental costs and current grant round requests. Please note that some rows require additional information to be entered into the budget column. Footnotes to this table provide further instructions. You may add additional rows as needed to accurately represent your project and funding request.

Budget items	Total Grant Funding Requests by Grantor ¹			Remaining Environmental Costs ²	Total Environmental Costs ³
	ERF	Met Council TBRA	DEED		
1) Previously incurred assessment/investigation costs					
Previous Phase I, II ESA, Building Survey, and/or RAP	Not eligible	0	0	\$27,764	\$27,764
Phase I ESA					
Soil Vapor Assessment – Winter Heating Season					
Supplemental Phase II ESA	\$6,120				\$6,120
Response Action Plan					
2) Subtotal upcoming assessment costs	\$6,120				\$6,120
2) Subtotal upcoming assessment costs					
Environmental oversight, monitoring, and reporting ⁴					
Contaminated soil disposal and transport (excludes excavation) Unit rate per ton: _____					
Other soil management needed to meet RAP cleanup requirements ⁵					
Clean cover installation (backfill with clean soil) Unit rate per cubic yard: _____					
Vapor mitigation system installation Total square feet of coverage: <u>3,750</u> Cost per square foot: <u>\$3.52</u>	\$13,250				\$13,250
Vapor mitigation system installation oversight, monitoring, and reporting ⁶	\$23,990				\$23,990
MPCA fees	\$3,600				\$3,600
Demolition required by RAP to implement remediation					\$0
3) Subtotal cleanup costs	\$40,840				\$40,840
3) Subtotal cleanup costs					
Plans and specs					
Abatement activities					
Oversight and air monitoring and associated reporting					
4) Subtotal abatement costs	0				0
4) Subtotal abatement costs					
Total project budget (subtotals for items 2, 3, & 4)	\$46,960				\$46,960
Total of 1,2,3, & 4	\$46,960			\$27,764	\$74,724

¹Enter your funding request for the current grant round only in these columns.

²This column should include all other environmental costs to perform the project scope funded including those costs covered by the applicant or other funding sources.

³This column is the sum of each row (add together the entries for the cells in the four columns to the left). This sum represented the total of all environmental costs for the project.

⁴ Include all consulting and testing costs associated with the grant request except for those costs related to vapor mitigation. Vapor mitigation costs shall be separated out in separate line items – refer to footnote 6.

⁵In the text response to ERF application Section V, provide a description of these other soil management tasks.

⁶ Include all vapor mitigation consulting and testing costs associated with the grant request. This may include soil gas vapor mitigation system post-installation sampling.

Table 3 – Housing Summary

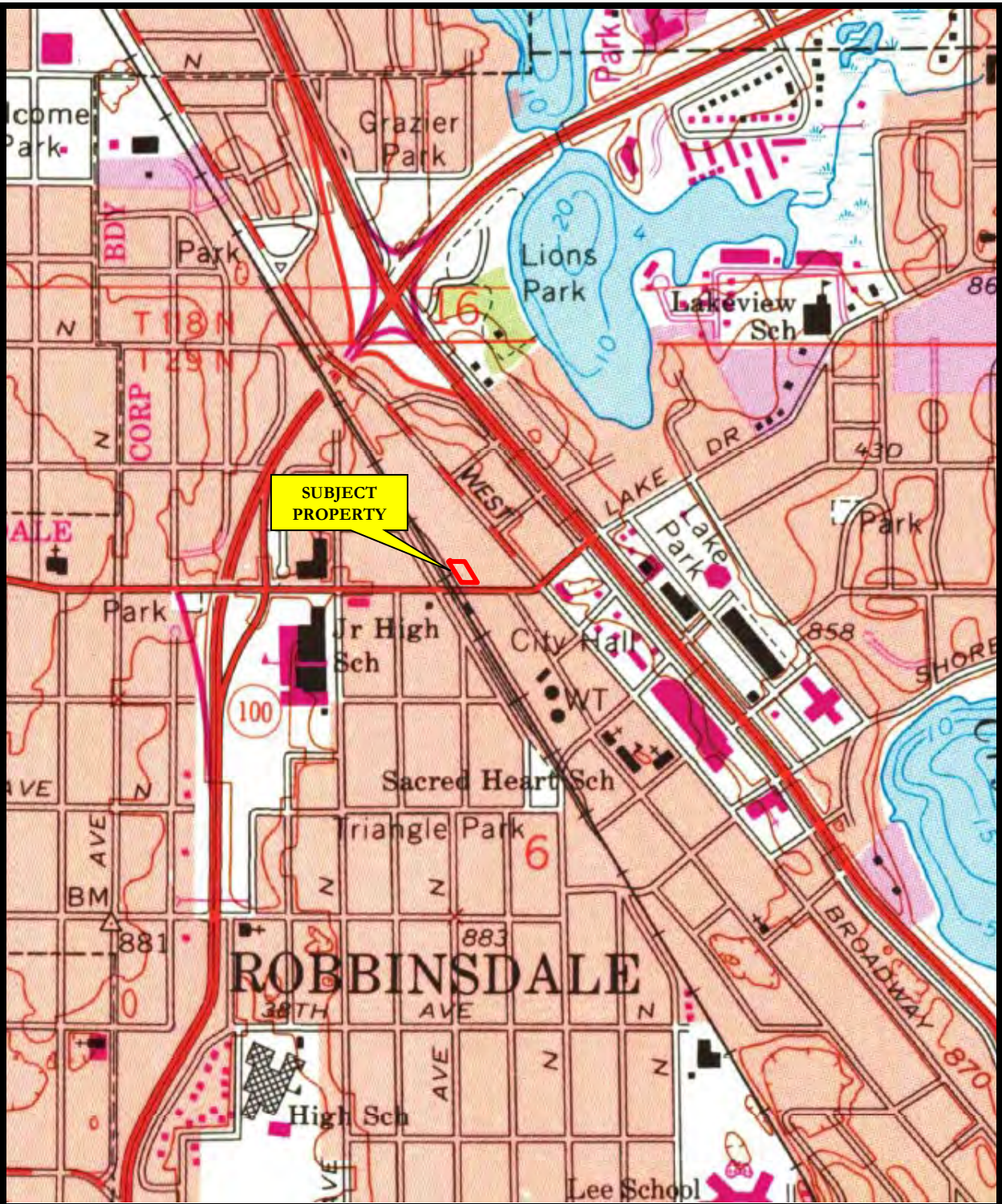
Affordable and market-rate housing projects are eligible to receive ERF funds. Affordable housing is defined as ownership or rental housing affordable to households earning 80% of the area median income (AMI) or less. Third-party applicants must meet applicable city requirements for affordable housing unit minimums. On the table below, fill out the number of units per bedroom and unit rate. Additional rows and columns may be added, if necessary, to describe your project.

Total number of units: 0

Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Unit Rate
					30% AMI
					50% AMI
					60% AMI
					80% AMI
Rate: _____	Rate: _____	Rate: _____	Rate: _____	Rate: _____	Market-Rate
Rate: _____	Rate: _____	Rate: _____	Rate: _____	Rate: _____	Other Rate
					Total Units per Bedroom Type

TABLE 4: Soil Vapor and Indoor Air Analytical Results (µg/m³)

Sample #	Sub-Slab			Paired Indoor Air	Sub-Slab			Paired Indoor Air	Sub-Slab					Sub-Slab				Comm 33x ISV					
	SS-1	SS-1	SS-1	AS-1	SS-2	SS-2	SS-2	AS-2	SS-3	SS-3	SS-3	SS-3	SS-3	SS-3	SS-5	SS-5	SS-5		SS-5	SV-1	SV-1	SV-1	SV-1
Date	6/18/25	####	####	1/8/26	####	####	####	1/8/26	####	####	####	####	####	####	####	####	####	####	####	####	####	####	####
Acetone	250	290	<22	30	600	420	<22	34	170	<22	200	32	430	33	170	150	90	120					670,000
Benzene	2	<12	<3.0	0.83	1.8	<4.2	<2.9	0.85	<6.4	<2.9	<6.4	<3.2	2.2	<3.5	33	11	2.9	18					370
Benzyl chloride	<10	<20	<4.9	<0.69	<10	<6.8	<4.7	<0.65	<10	<4.8	<10	<5.2	<10	<5.7	<10	<5.0	<10	<5.8					67
Bromodichloromethane	<13	140	13	<0.89	<13	15	<6.1	<0.84	<13	<6.2	<13	<6.8	<13	<7.3	<13	<6.5	<13	<7.5					2,300
Bromoform	<21	<40	<9.7	<1.4	<21	<14	<9.4	<1.3	<21	<9.5	<21	<10	<21	<11	<21	<10	<21	<12					NE
Bromomethane	<7.8	<150	<7.3	<26	<7.8	<51	<7.1	<24	<7.8	<36	<7.8	<39	<7.8	<42	<7.8	<38	<7.8	<43					470
1,3-Butadiene	<4.4	<8.6	<2.1	<0.29	<4.4	<2.9	<2.0	<0.28	<4.4	<2.0	<4.4	<2.2	1.1	<2.4	170	55	44	52					90
Carbon disulfide	5.6	<48	<12	<2.1	<16	<16	<11	<2.0	<16	<11	<16	<12	10	<14	28	<12	<16	<14					93,000
Carbon tetrachloride	<13	<24	<5.9	0.42	<13	<8.3	<5.7	0.47	<13	<5.8	<13	<6.4	<13	<6.9	<13	<6.1	<13	<7.0					530
Chlorobenzene	<9.2	<18	<4.3	<0.12	<9.2	<6.1	<4.2	<0.12	<9.2	<4.2	<9.2	<4.6	<9.2	<5.0	<9.2	<4.5	<9.2	<5.2					6,000
Chloroethane	<13	<41	<10	<0.18	<13	<14	<9.6	<0.17	<13	<9.7	<13	<11	<13	<12	<13	<10	<13	<12					470,000
Chloroform	<9.8	4,800	360	0.14	<9.8	290	<4.4	0.13	<9.8	<4.5	<9.8	<4.9	<9.8	<5.3	<9.8	<4.7	<9.8	<5.5					170
Chloromethane	<10	<80	<19	<1.4	<10	<27	<19	<1.3	<10	<19	<10	<21	<10	<23	<10	<20	<10	<23					7,000
Cyclohexane	3.3	<13	<3.2	<2.3	1.8	<4.6	<3.1	<2.2	<6.9	<3.2	<6.9	<3.5	<6.9	<3.8	16	5	8.9	17					700,000
Dibromochloromethane	<17	<33	<8.0	<1.1	<17	<11	<7.8	<1.1	<17	<7.8	<17	<8.6	<17	<9.3	<17	<8.3	<17	<9.5					NE
1,2-Dibromoethane	<15	<30	<7.2	<0.20	<15	<10	<7.0	<0.19	<15	<7.1	<15	<7.8	<15	<8.4	<15	<7.4	<15	<8.6					5.3
1,2-Dichlorobenzene	<12	<23	<5.7	<0.40	<12	<8.0	<5.5	<0.38	<12	<5.5	<12	<6.1	<12	<6.6	<12	<5.8	<12	<6.7					NE
1,3-Dichlorobenzene	<12	<23	<5.7	<0.80	<12	<8.0	<5.5	<0.76	<12	<5.5	<12	<6.1	<12	<6.6	<12	<5.8	<12	<6.7					NE
1,4-Dichlorobenzene	<12	<23	<5.7	0.75	<12	<8.0	<5.5	0.71	<12	<5.5	<12	<6.1	<12	<6.6	<12	<5.8	<12	<6.7					7,000
Dichlorodifluoromethane	<25	<19	<4.7	NA	<25	<6.6	<4.5	NA	13	7	<25	9.4	32	14	<25	<4.8	<25	<5.5					NE
1,1-Dichloroethane	<8.1	<16	<3.8	<0.11	<8.1	<5.4	<3.7	<0.10	<8.1	<3.7	<8.1	<4.1	<8.1	<4.4	<8.1	<3.9	<8.1	<4.5					NE
1,2-Dichloroethane	<8.1	<16	<3.8	0.11	<8.1	<5.4	<3.7	0.1	<8.1	<3.7	<8.1	<4.1	<8.1	<4.4	<8.1	<3.9	<8.1	<4.5					130
1,1-Dichloroethene	<7.9	<15	<3.7	<0.053	<7.9	<5.2	<3.6	<0.050	<7.9	<3.6	<7.9	<4.0	<7.9	<4.3	<7.9	<3.8	<7.9	<4.4					470
cis-1,2-Dichloroethene	<7.9	<15	<3.7	<0.11	<7.9	<5.2	<3.6	<0.10	<7.9	<3.6	<7.9	<4.0	<7.9	<4.3	<7.9	<3.8	<7.9	<4.4					NE
trans-1,2-Dichloroethene	<7.9	<15	<3.7	<0.53	<7.9	<5.2	<3.6	<0.50	<7.9	<3.6	<7.9	<4.0	<7.9	<4.3	<7.9	<3.8	<7.9	<4.4					2,300
1,2-Dichloropropane	<9.2	<18	<4.4	<0.61	<9.2	<6.1	<4.2	<0.58	<9.2	<4.2	<9.2	<4.7	<9.2	<5.1	<9.2	<4.5	<9.2	<5.2					470
cis-1,3-Dichloropropene	<9.1	<18	<4.3	<0.60	<9.1	<6.0	<4.1	<0.57	<9.1	<4.2	<9.1	<4.6	<9.1	<5.0	<9.1	<4.4	<9.1	<5.1					830
trans-1,3-Dichloropropene	<9.1	<18	<4.3	<0.12	<9.1	<6.0	<4.1	<0.11	<9.1	<4.2	<9.1	<4.6	<9.1	<5.0	<9.1	<4.4	<9.1	<5.1					830
1,2-Dichlorotetrafluoroethane	<14	<27	<6.6	<0.19	<14	<9.3	<6.4	<0.18	<14	<6.4	<14	<7.1	<14	<7.6	<14	<6.8	<14	<7.8					NE
Ethanol	160	150	29	100	77	110	20	120	<94	18	50	36	150	<21	<94	44	<94	31					NE
Ethyl acetate	<180	<56	<14	<2.4	<180	<19	<13	<2.3	<180	<13	<180	<14	<180	<16	<180	<14	<180	<16					8,300
Ethylbenzene	2.4	<17	<4.1	0.25	3.7	<5.8	<4.0	0.26	2.9	<4.0	2.5	<4.4	2.8	<4.8	20	4.4	<8.7	<4.9					1,300
4-Ethyltoluene	<9.8	<19	<4.6	<0.65	<9.8	<6.5	<4.5	<0.62	<9.8	<4.5	<9.8	<5.0	<9.8	<5.4	<9.8	<4.8	<9.8	<5.5					NE
Freon TF	<15	<30	<7.2	0.55	<15	<10	<7.0	0.56	<15	<7.0	<15	<7.7	<15	<8.4	<15	<7.4	<15	<8.6					600,000
n-Heptane	<8.2	<16	<3.9	<2.7	6.4	<5.4	<3.7	<2.6	<8.2	<3.8	<8.2	<4.1	<8.2	<4.5	38	9.2	<8.2	23					47,000
Hexachlorobutadiene	<21	<160	<40	<7.1	<21	<56	<39	<6.7	<21	<39	<21	<43	<21	<47	<21	<41	<21	<48					NE
n-Hexane	<18	<14	<3.3	<2.3	6.8	<4.7	<3.2	<2.2	<18	<3.2	<18	<3.6	<18	<3.8	70	22	13	69					83,000
Isopropyl alcohol	<120	<64	21	97	<120	<22	<9.0	120	<120	<15	<120	<16	<120	<18	<120	<16	<120	<18					23,000
Methyl Butyl Ketone	<20	<56	<15	<2.7	<20	<19	<15	<2.6	<20	<13	<20	<14	<20	<16	<20	<14	<20	<16					3,700
Methyl Ethyl Ketone	9.5	<46	<11	<2.0	15	<16	<11	<1.9	5.2	<11	10	<12	8.5	<13	25	30	<15	17					100,000
Methyl isobutyl ketone	<20	<16	<3.9	<0.54	<20	<5.4	<3.7	<0.51	<20	<3.8	7.8	<4.1	<20	<4.5	<20	<4.0	<20	<4.6					370,000
Methyl tert-butyl ether	<7.2	<130	<14	<0.48	<7.2	<46	<13	<0.45	<7.2	<32	<7.2	<35	<7.2	<38	<7.2	<34	<7.2	<39					13,000
Methylene Chloride	<17	<41	<6.6	1.1	<17	<14	<6.3	1.3	<17	<9.6	<17	<10	<17	<11	<17	<10	<17	<12					67,000
Naphthalene	<26	<38	<9.9	<0.35	<26	22	<9.6	<0.33	<26	<9.0	<26	<9.9	<26	<11	<26	11	<26	<11					1,100
Propylene	<86	48	<6.5	<2.3	<86	13	<6.3	<2.2	<86	<6.3	<86	<7.0	<86	<7.5	810	350	310	370					370,000
Styrene	<8.5	<16	<4.0	<0.57	<8.5	<5.6	<3.9	<0.54	<8.5	<3.9	<8.5	<4.3	<8.5	<4.7	<8.5	<4.1	<8.5	<4.8					110,000
1,1,2,2-Tetrachloroethane	<14	<27	<6.5	<0.18	<14	<9.1	<6.3	<0.17	<14	<6.3	<14	<6.9	<14	<7.5	<14	<6.6	<14	<7.7					NE
Tetrachloroethene	19	<26	<6.4	<0.18	<14	<9.0	<6.2	<0.17	<14	<6.2	<14	<6.8	<14	<7.4	15	<6.6	<14	<7.6					1,100
Tetrahydrofuran	<150	<11	<2.8	<2.0	<150	<3.9	<2.7	<1.9	<150	<2.7	<150	<3.0	<150	<3.2	<150	<2.9	<150	<3.3					230,000
Toluene	64	<29	<7.1	1.8	130	11	<6.9	1.8	150	<6.9	130	<7.6	230	<8.2	41	13	<7.5	19					



PROJECT NAME:

SAWHORSE BUILDING
 4740 & 4750 42ND AVENUE NORTH
 ROBBINSDALE, MN 55422



FIGURE 1: SITE LOCATION

PROJECT #

2025-P0122-0116





PROJECT NAME:

SAWHORSE BUILDING
 4740&4750 42ND AVENUE NORTH
 ROBBINSDALE, MN 55422

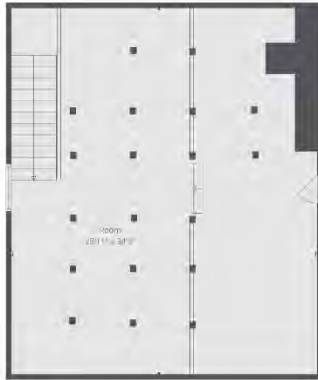


FIGURE 2: SITE PLAN

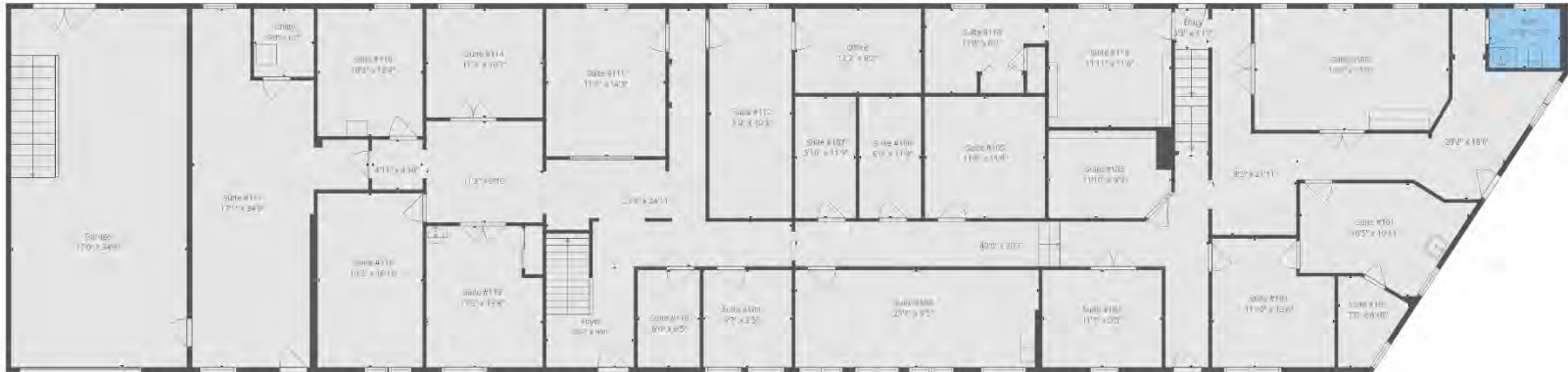
PROJECT #
 2025-P0151-0138



FIGURE 3: FLOOR PLANS



2nd Floor

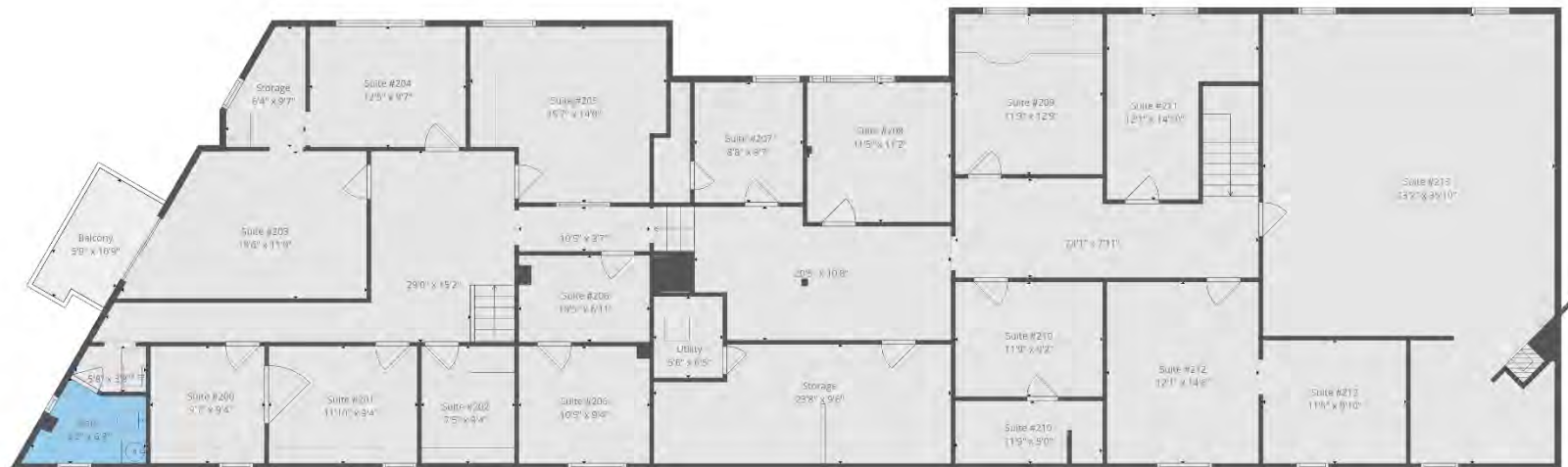


1st Floor

TOTAL: 5102 sq. ft
 1st floor: 4096 sq. ft, 2nd floor: 1006 sq. ft
 EXCLUDED AREAS: UTILITY: 38 sq. ft, SUITE #118: 136 sq. ft, GARAGE: 591 sq. ft,
 SUITE #107: 69 sq. ft, WALLS: 261 sq. ft

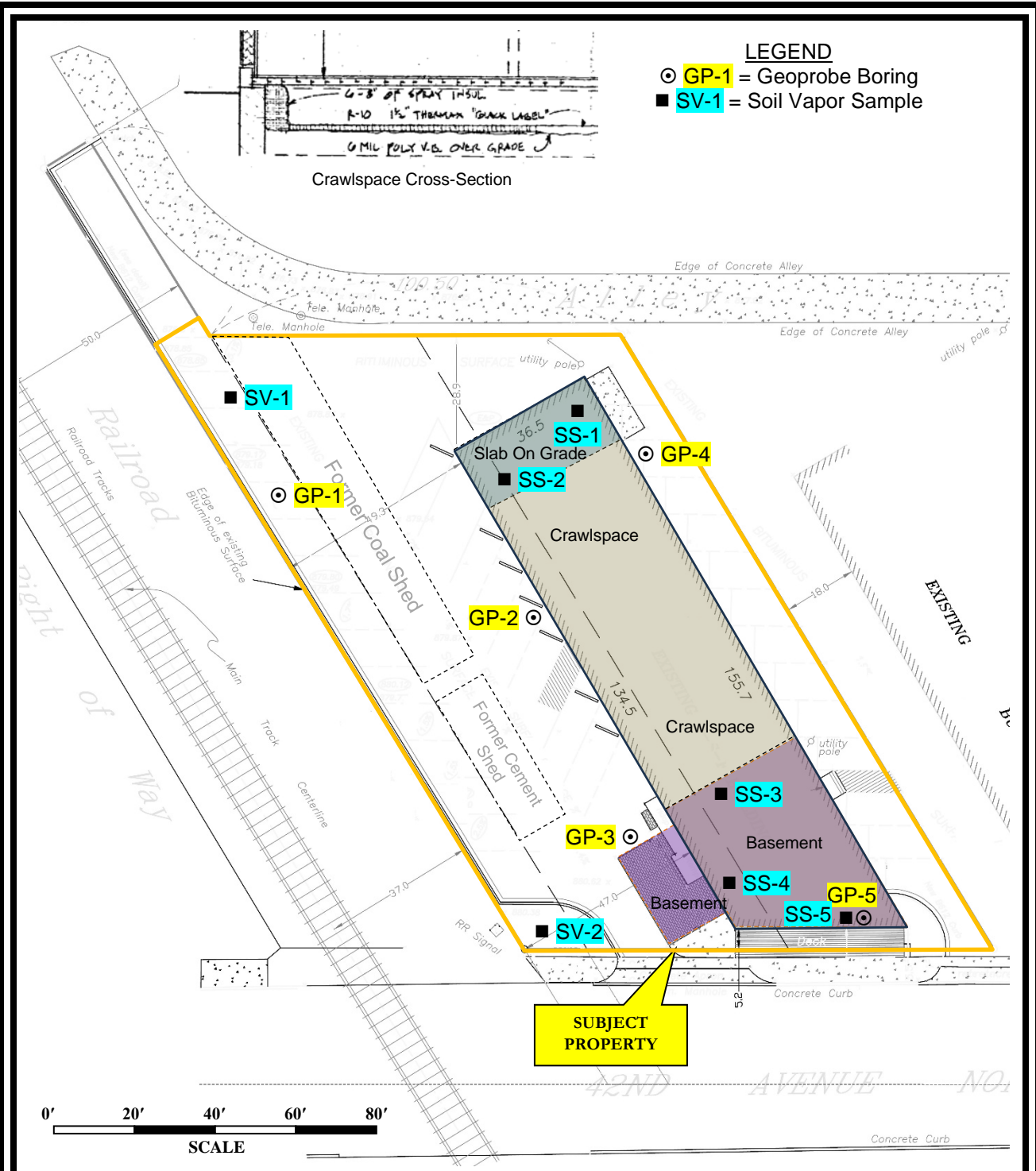
Sizes And Dimensions Are Approximate.

FIGURE 3: FLOOR PLANS



TOTAL: 3544 sq. ft
 1st floor: 3544 sq. ft
 EXCLUDED AREAS: STORAGE: 257 sq. ft, UTILITY: 36 sq. ft, BALCONY: 59 sq. ft,
 WALLS: 155 sq. ft

Sizes And Dimensions Are Approximate.



PROJECT NAME:

SAWHORSE BUILDING
 4740 & 4750 42ND AVENUE N
 ROBBINSDALE, MN 55422



FIGURE 4: SAMPLE LOCATIONS

PROJECT #
 2025-P0151-0138



ATTACHMENT 1: LEGAL DESCRIPTIONS

Property ID number: 06-029-24-21-0041

Lot 37, Block 4, Robbinsdale Park Addition

Property ID number: 06-029-24-21-0042

Lot 38, Block 4, Robbinsdale Park Addition

Property ID number: 06-029-24-21-0120

Unplatted: The Northeasterly 13.0 feet of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 100.0 foot wide Branch Line right of way at Robbinsdale, Minnesota, being 50.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across the Northeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 24 West of the Fourth Principal Meridian, Hennepin County, Minnesota lying between two lines drawn parallel with and distant, respectively, 37.0 feet and 50.0 feet Northeasterly of, as measured at right angles from said Railway Company's Main Track centerline and bounded between the South line of said Northeast Quarter of the Northwest Quarter of Section 6 and a line drawn at right angles to said Main Track centerline and also through the Northwest corner of Lot 27, Block 4 of Robbinsdale Park, Minnesota, according to the recorded plat thereof.

ATTACHMENT 2: LAND USE APPROVAL

RE: Draft ERF Grant Application Resolution



Heather Rand <hrand@robbinsdalemn.gov>
To: Kevin Pierson
Cc: Philip Malkerson; John Findley; Mike Mitchell

Reply Reply All Forward

Wed 4/29/2026 2:52

Start your reply all with: Feedback

Thank you, Kevin. I have received both documents and will work to get a resolution of support placed on the Robbinsdale City Council agenda of May 5, 2026 (Tuesday).

From: Kevin Pierson <kpierson@thejavelingroupinc.com>

Sent: Wednesday, April 29, 2026 2:47 PM

To: Heather Rand <hrand@robbinsdalemn.gov>

Cc: Philip Malkerson <pmalkerson@thejavelingroupinc.com>; John Findley <jfindley@thejavelingroupinc.com>; Mike Mitchell <mike@mitchellmanage.com>

Subject: Draft ERF Grant Application Resolution

**PHASE I ENVIRONMENTAL
SITE ASSESSMENT**

REPORT



**SAWHORSE BUILDING
4740 & 4750 2ND AVENUE NORTH
ROBBINSDALE, MINNESOTA 554228**

PROJECT NUMBER: 2025-P0151-0138

MAY 23, 2025

**THE
JAVELIN
GROUP**
REAL ESTATE DUE DILIGENCE
CONSULTANTS

**PHASE I
ENVIRONMENTAL SITE ASSESSMENT
REPORT**

SUBJECT PROPERTY

**SAWHORSE BUILDING
4740 & 4750 42ND AVENUE NORTH
ROBBINSDALE, MINNESOTA 55422
JAVELIN PROJECT No. 2025-P0151-0138**

PREPARED FOR

**MR. MIKE MITCHELL
MITCHELL REALTY
4614 41 ½ AVENUE NORTH
ROBBINSDALE, MN 55422**

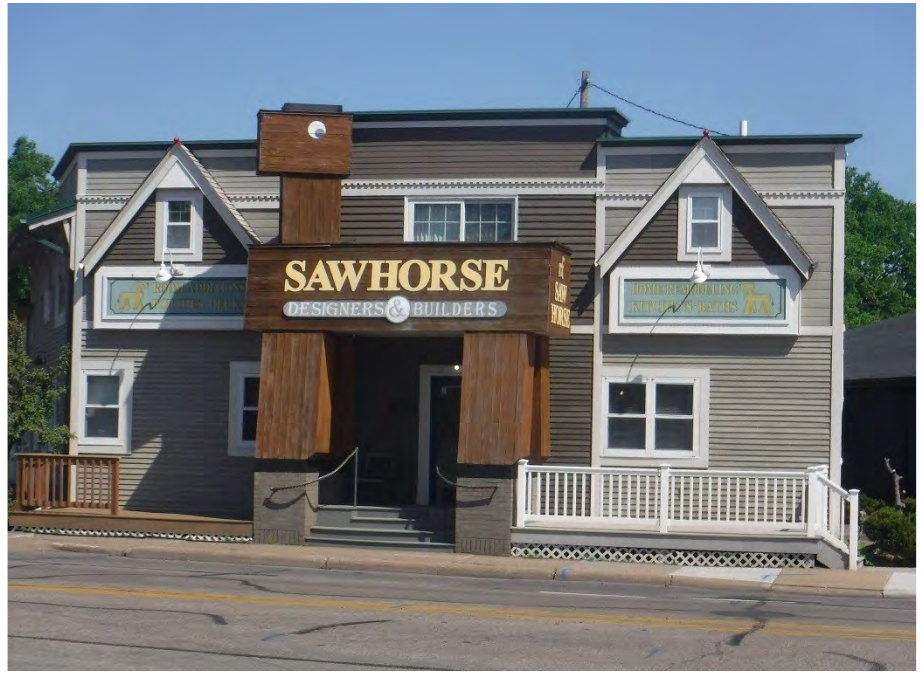
PREPARED BY

**THE JAVELIN GROUP, INC.
10125 CROSSTOWN CIRCLE, SUITE 107
EDEN PRAIRIE, MN 55344
TEL: 952 380-3668 FAX: 952 380-3669**

**REPORT DATE: MAY 21, 2025
180-DAY REPORT VIABILITY DATE: NOVEMBER 3, 2025
1 YEAR REPORT EXPIRATION DATE: MAY 7, 2026**

PHASE II ENVIRONMENTAL SITE ASSESSMENT

REPORT



**SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 554228**

PROJECT NUMBER: 2025-P0151-0138

JULY 8, 2025

**THE
JAVELIN
GROUP**
REAL ESTATE DUE DILIGENCE
CONSULTANTS

PHASE II ENVIRONMENTAL SITE ASSESSMENT

SUBJECT PROPERTY

SAWHORSE BUILDING
4740-50 42ND AVENUE N
ROBBINSDALE, MINNESOTA 55422
JAVELIN PROJECT No. 2025-P0151-0138

PREPARED FOR

MITCHELL REALTY
4614 41½ AVENUE N
ROBBINSDALE, MINNESOTA 55422

PREPARED BY

THE JAVELIN GROUP, INC.
10125 CROSSTOWN CIRCLE, SUITE 107
EDEN PRAIRIE, MINNESOTA 55344
TEL: 952 380-3668 FAX: 952 380-3669

JULY 8, 2025



Vapor Mitigation Response Action Plan

REPORT



**SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 554228**

PROJECT NUMBER: 2025-P0151-0138

MARCH 2, 2026

**THE
JAVELIN
GROUP**
REAL ESTATE DUE DILIGENCE
CONSULTANTS

VAPOR MITIGATION RESPONSE ACTION PLAN

SUBJECT PROPERTY

SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 55422
MPCA BROWNFIELD PROGRAM No. BF0003215
JAVELIN PROJECT No. 2025-P0151-0138

PREPARED FOR

MITCHELL REALTY
4614 41½ AVENUE N
ROBBINSDALE, MINNESOTA 55422

PREPARED BY

THE JAVELIN GROUP, INC.
10125 CROSTOWN CIRCLE, SUITE 107
EDEN PRAIRIE, MINNESOTA 55344
TEL: 952 380-3668 FAX: 952 380-3669

MARCH 2, 2026

**SOIL VAPOR ASSESSMENT
WINTER HEATING SEASON**

REPORT



**SAWHORSE BUILDING
4740 & 4750 2ND AVENUE N
ROBBINSDALE, MINNESOTA 554228**

PROJECT NUMBER: 2025-P0151-0138

FEBRUARY 23, 2026

**THE
JAVELIN
GROUP**
REAL ESTATE DUE DILIGENCE
CONSULTANTS

VAPOR INTRUSION ASSESSMENT WINTER HEATING SEASON

SUBJECT PROPERTY

SAWHORSE BUILDING
4740-50 42ND AVENUE N
ROBBINSDALE, MINNESOTA 55422
MPCA BROWNFIELD PROGRAM No. BF0003215
JAVELIN PROJECT No. 2025-P0151-0138

PREPARED FOR

MITCHELL REALTY
4614 41½ AVENUE N
ROBBINSDALE, MINNESOTA 55422

PREPARED BY

THE JAVELIN GROUP, INC.
10125 CROSSTOWN CIRCLE, SUITE 107
EDEN PRAIRIE, MINNESOTA 55344
TEL: 952 380-3668 FAX: 952 380-3669

FEBRUARY 23, 2026





Bid Confirmation

Your bid has been successfully submitted.

Bid ID 1

Bid Date 05/01/2026 2:25:55PM CDT

Event ID GFP0000148 Environmental Response Fund Grant Spring 2026

Event Format Sell Event

Round 1 **Version** 1

Start Date 03/03/2026 9:33AM PST

End Date 05/01/2026 03:00 PM CDT

Your Total Price 46,960.00 USD

Member _____ moved and Member _____ seconded a motion that the following resolution be read and adopted this 5th day of May, 2026

ROBBINSDALE CITY COUNCIL RESOLUTION NO. 2026-__

A RESOLUTION SUPPORTING THE SUBMITTAL OF AN ENVIRONMENTAL RESPONSE FUND GRANT APPLICATION TO HENNEPIN COUNTY FOR THE MITCHELL OFFICE BUILDING (FORMERLY SAWHORSE) LOCATED AT 4740 & 4750 42ND AVE NORTH

WHEREAS, the City supports and encourages environmentally sustainable practices including the clean up, mitigation and management of past contaminated properties so that they may be placed in productive use; and

WHEREAS, the City is in support of Mitchell Realty's recent purchase of 4740 and 4750 42nd Ave N for use as realty office and general business office for multiple commercial tenants; and

WHEREAS the City is in receipt of a March 2, 2026 dated report by Javelin Group Real Estate Consultants hired by Mitchell Realty, that reflects findings of phase 1 & phase 2 environmental site assessment including soil borings and the environmental lab results and findings of soil and vapor contamination, and such report proposes a soil vapor mitigation response action plan that will address contamination; and

WHEREAS the costs of such environmental vapor mitigation systems exceeds \$47,000 in cost and in the city and general public's best interest to undertake, and Hennepin County provides Environmental Response Fund grants that may be awarded to partially pay for the cost of such environmental remediation measures for this project.

NOW THEREFORE, BE IT RESOLVED by the city of Robbinsdale, that the city approves the Mitchell Realty (formerly Sawhorse) Building environment vapor mitigation project, for which an Environmental Response Fund grant application is being submitted to the Hennepin County Environment and Energy Department on May 1, 2026, by Mitchell Realty.

The question was on adoption of the resolution and upon a vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 5TH DAY OF May 2026.

ATTEST:

Chase Peterson-Etem
City Clerk

Brad Sutton, Mayor



TO: Mayor and City Council
PREPARED BY: Daaa Tahoun, Finance Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Bank Signature Change

Background:

The City uses bank accounts at US Bank and Citizen’s Independent Bank to pay its obligations. Each bank requires documentation of authorized check signers. The City Charter, Section 7.10 requires that no disbursement of City funds shall be made except by check signed by the City Manager and the Mayor.

Analysis:

A new Mayor has been elected because of the November 2024 city office election. In order to provide documentation to the banks of authorized check signers, the City should provide approval of the names of signers being removed and added to the accounts.

Recommendation:

Approve a motion to remove Mayor William A. Blonigan and City Manager Marcia Glick as authorized signers on the City’s checking accounts, and to designate Mayor Brad Sutton and City Manager Tim Sandvik as authorized signers.

Attachments:

None

Asian American, Native Hawaiian, and Pacific Islander Heritage Month Proclamation May 2026

WHEREAS, the City of Robbinsdale is enriched by the diverse cultures, traditions, and contributions of Asian Americans, Native Hawaiians, and Pacific Islanders who call our community home; and

WHEREAS, the 2026 theme designated by the Federal Asian Pacific American Council (FAPAC), is “Power in Unity: Strengthening Communities Together,” which “highlights the importance of leveraging our collective power, telling our stories, and being bridge builders in our communities;” and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islanders have played and continue to play an integral role in shaping the vibrant character and progress of Robbinsdale; and

WHEREAS, their achievements and contributions enhance our local businesses, schools, arts scene, and civic life; and

WHEREAS, it is important to honor and celebrate the heritage and accomplishments of our Asian American, Native Hawaiian, and Pacific Islander neighbors and to acknowledge their ongoing contributions to Robbinsdale; and

WHEREAS, recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month provides an important opportunity for all residents of Robbinsdale to learn about and appreciate the unique journeys and resilience of these communities;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby declares May 2026, to be Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Robbinsdale, County of Hennepin, State of Minnesota, U.S.A.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Robbinsdale to be affixed this 5th day of May 2026.

Bradley Sutton, Mayor





TO: Mayor and City Council
PREPARED BY: Richard McCoy, City Engineer/Public Works Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: National Public Works Week Proclamation

Background:

Public Works is a vital and ever present function of this and many other Cities and Agencies throughout the country. The safe and efficient operation of water and sewer systems, storm sewers and streets, parks and government buildings are some of the functions that Public Works manages and maintains on a daily basis.

The Minnesota Chapter of the American Public Works Association has sought the support from Member Cities and Agencies throughout the State for the recognition of National Public Works Week which commences May 17th through May 23rd, 2026.

The purpose of this recognition is to acknowledge the dedicated efforts of those in Public Works who operate across the diverse range of activities that provide and maintain the City's infrastructure and services that help to make this community a desirable place to live.

The City continues to put forward efforts through various media to highlight many of the services performed by Public Works, including maintenance and operation activities, as well as conducting tours of the new Water Treatment Plant and Crystal Lake Flocculation Plant.

Staff requests City Council consideration of adoption of the attached proclamation.

Analysis:

Recommendation:

By motion, adopt the Proclamation for National Public Works Week.

Attachments:

1. Proclamation - National Public Works Week - 05May26



City of Robbinsdale Proclamation

NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the City of Robbinsdale; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Robbinsdale to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, BE IT RESOLVED, I, Brad Sutton, Mayor of the City of Robbinsdale, Minnesota, in Hennepin County, with concurrence of the Robbinsdale City Council, do hereby proclaim the week May 17–23, 2026 as,

“NATIONAL PUBLIC WORKS WEEK”

in the City of Robbinsdale and I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Robbinsdale this 5th day of May 2026.

ATTEST

Brad Sutton, Mayor

Chase Peterson-Etem, City Clerk

Proclamation Recognizing Pete Richie and the Robbinsdale Public Library Centennial

WHEREAS, the City of Robbinsdale proudly celebrates the 100th anniversary of the Robbinsdale Public Library building, originally opened in 1926 through the efforts of local residents and the Library Club, reflecting a longstanding community commitment to learning, access, and shared public space; and

WHEREAS, the continued vitality of historic institutions like the Robbinsdale Public Library is strengthened by individuals who both preserve history and expand public access; and

WHEREAS, Pete Richie, one such individual, has served as President of the Robbinsdale Historical Society for more than fifteen years, leading its efforts to preserve and share the community's history; and

WHEREAS, Pete Richie leads weekly Historical Society meetings and staffs the museum during open hours, ensuring consistent operations and public engagement; and

WHEREAS, he has modernized the Historical Society through management of its website and social media, connecting with audiences locally and across the country; and

WHEREAS, he has secured grant funding to support the cataloging, digitization, and preservation of Robbinsdale's historical records and artifacts; and

WHEREAS, he promotes community storytelling through efforts such as co-producing the "Robbinsdale Revisited" podcast and authoring a book on Robbinsdale's history; and

WHEREAS, he has contributed many volunteer hours to community projects, including the Graeser Park restoration and its listing on the National Register of Historic Places; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Robbinsdale, Minnesota: The Robbinsdale City Council hereby celebrates the 100th anniversary of the Robbinsdale Public Library building and recognizes Pete Richie for his outstanding leadership, dedication, and contributions to preserving and advancing the history of Robbinsdale.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Robbinsdale to be affixed this 5th day of May 2026.

Bradley Sutton, Mayor



TO: Mayor and City Council
PREPARED BY: Sherry O'Donnell, Admin Support/Deputy City Clerk
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Massage Therapy Business License

Background:

Stephanie Nicole Keeffe leased 4740 42nd Ave N, #111, for a therapeutic massage business, dba RelaxologyMN, LLC. A conditional use permit was approved on April 7, 2026. As required by City Code, a public hearing must be held before issuance of a license for a massage therapy business.

Stephanie Nicole Keeffe has also applied for an individual massage therapy license.

Analysis:

The applicant completed the applications and submitted all required information.

The Building Official, Fire Marshal and Community Development Director require the following:

- Permits (building, plumbing, HVAC), and Department of Health inspections, as required.
- Fire Department requirements include, but are not limited to, working exit lights, up-to-date fire extinguishers, and exit and entrance passageways.
- All signs require permits, including temporary signs.

The Police Department completed their background investigation, and the Police Chief approved the applications.

Recommendation:

1. Hold the public hearing.
2. Motion to approve the therapeutic massage business license for Stephanie Nicole Keeffe, to operate as RelaxologyMN, LLC, 4740 42nd Ave N, #111, pending successful completion of any inspections or other requirements.
3. Motion to approve individual massage therapy license for Stephanie Nicole Keeffe.

Attachments:

None

TO: Mayor and City Council
PREPARED BY: Will Bucheger, Assistant Planner
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Zoning Text Amendment to Code Section 820 Public and Right of Way
Trees: Vegetation

Background:

City staff propose a zoning text amendment to update City Code Section 820 (Public and Right-of-Way: Trees). Following a comprehensive review by the City Forester, these revisions aim to ensure the code remains modern, enforceable, and technically accurate.

Analysis:

Over the past year, staff identified enforcement challenges regarding Section 820, particularly concerning overgrown pollinator lawns. While these areas are often intentionally planted, many have become unmanaged and no longer meet the City Forester's standards for a valid pollinator habitat. Because the current code only explicitly references "weeds and grass," it lacks the specific language needed to address unmaintained gardens. The proposed updates close this regulatory gap, providing clear standards for both traditional lawns and pollinator-friendly landscapes. Staff updated this section of the code to reflect the city's current operations.

These changes include a revised "prohibited street tree" list, as proposed by the City Forester. Staff believed it would be more manageable to note trees that are prohibited from planting than a list describing the trees allowable for installation. Notably, this list applies only to trees planted in the public right-of-way; the city does not require residents to remove healthy trees from their private property based on species. Staff updated this list to better reflect the quality of trees best suited for the city and to meet the best management practices produced by the State of Minnesota.

The following amendments are proposed for Chapter VIII, Section 820 (Public and Right of Way: Trees) of the City Code. Proposed new text is bolded and underlined, while deleted language is stricken through.

Section 820 – Public and Right of Way Trees: Vegetation

820.01. Purpose.

It is the purpose of this section to protect and promote the public health, safety and general welfare of the people of the city by regulating the planting and maintenance of trees in order to ~~protect~~ **manage the city's tree canopy** trees and to prevent and abate hazardous and nuisance conditions in the city.

820.03. ~~Permitted~~ **Prohibited** street trees.

The Forester shall maintain a list of ~~permitted~~ **prohibited** street trees **trees and woody plants** to

from being ~~be~~ planted within the right-of-way of public streets. (Amended, Ord. No. 03-21)

820.05. Prohibited trees.

The following trees, vines and shrubs ~~may~~ **shall** not be planted on city rights-of-way:

<u>Genus</u>	<u>Species</u>	<u>Common Name</u>	
<u>Acer</u>	freemanii ginnala	Freeman Amur m Maple	
<u>Acer</u>	negundo freemanii	Boxelder (Ash-leaved Maple)	(Amended, Ord. No. 03-21, Ord. No. 15-02, Ord. No. 17-02)
Acer	saccharinum	Silver Maple	
<u>Celastrus</u>	<u>orbiculatus</u>	Oriental Round leaf Bittersweet	
<u>Frangula</u>	<u>alnus</u>	Glossy Buckthorn	820.07. Order
<u>Fraxinus</u>	spp.	Ash (Black, Green, White)	to prune , treat or remove.
Lonicera	Ginkgo spp. biloba	Exotic honeysuckles Ginkgo (Maidenhair Tree—female only)	The Forester may order the pruning, treatment or removal of trees or plants upon public or private property if the Forester determines that the action is necessary to for public safety or necessary to prevent the spread of disease or of insects harmful to trees and shrubs. (Amended, Ord. No. 17-02)
<u>Populus</u>	Pyrus deltiodes calleryana	Eastern Cottonwood Callery pear	
<u>Populus</u>	Rosa nigra	Lombardy Poplar Multiflora rose	
Rhamnus	italica multiflora		
<u>Rhamnus</u>	<u>cathartica</u>	European Buckthorn	

820.09. Order.

Subdivision 1. Procedure.

When the Forester determines that it is necessary to order the pruning, treatment or removal of trees or plants, a written order to correct the condition must be served upon the owner, ~~occupant, operator or other person responsible for~~ such tree or plant. (Amended, Ord. No. 17-02)

Subd. 2. Notice.

In cases where summary abatement of a public nuisance is required, the city will serve notice on the owner as described below. The notice shall contain the following information.

- (a) The address **of** the property upon which the condition exists.
- (b) The nature of the violation and appropriate ~~ordinance~~ **code** citation.
- (c) The necessary action(**s**) needed to correct the violation.
- (d) The date by which the corrections must be made before the city will seek abatement.
- (e) The right of and the manner for the alleged violator to request a hearing before the City Council **or city manager** unless it is an emergency case.
- (f) A description of the penalties if the violation is not corrected.
- (g) A statement that all unreimbursed costs, including staff time and administrative costs incurred by the city in abating the nuisance shall be assessed against the property unless payment is received within 30 days of the original billing to the property owner. An administrative charge will apply for all assessed property, as noted in Appendix B. (Added, Ord. No. 03-32)

Subd. 3. Method of service.

The order shall be served in one of the following ways:

- (a) by first class mail to the person responsible; (Amended, Ord. No. 17-02)
- (b) by personal delivery to the person responsible;
- (c) by leaving with a person of suitable age and discretion residing at the premises;
- (d) if no person residing at the premises can be found, by affixing a copy of the order to the front door of the premises; or
- (e) by publishing in the official **local newspaper** once a week, for two successive weeks. (Amended, Ord. No. 03-32)

Subd. 4. Time limit.

The order must establish a time limit for compliance dependent upon the hazard ~~and~~ danger, **or health risks posed to other trees or shrubs** created by the violation. In cases of extreme danger, immediate compliance upon service of the order is authorized. (Amended, Ord. No. 03-32)

Subd. 5. Appeal.

A person receiving an order hereunder may, within ten days of the service of such order, appeal to the city manager, who must review the order within seven days. (Amended, Ord. No. 03-32)

Subd. 6. Special assessment.

On or before September 30 of each year, the city clerk shall list the total unpaid charges against each separate lot or parcel to which they are attributable under this subsection. The cost shall be levied as a special assessment against the property upon which the condition was remedied in the manner provided by Minnesota Statutes, section 429.101. The levying of such assessment does not affect the liability of the owner for any other penalty that may be imposed. The special assessment will be certified and thereupon be a lien upon such property, and will be included in the next tax bill on such property unless paid before and collected in the same manner as other taxes against such property. The certification shall provide for the payment of the special assessments the following year. (Amended, Ord. No. 03-32)

Subd. 7. City work.

The order procedure need not be followed with reference to trees or plants located on public property when the costs of plantings, pruning, treatments or removals are done at the cost of the city. (Amended, Ord. No. 17-02)

820.11. Other regulations.

Subdivision 1. Traffic hazard.

No tree may be planted, placed or allowed to remain in a position which the Engineer determines to be a traffic hazard.

Subd. 2. Rights-of-way.

On arterial or collector street rights-of-way as shown on the ~~major~~ **current** street plan, the location of trees will be determined by the engineer. It is unlawful to plant a tree in the right-of-way of an arterial or collector street in a location that does not conform to generally accepted engineering standards or utility placement constraints. (Amended, Ord. No. 17-02)

Subd. 3. Permits.

(a) It is unlawful to plant, prune, tap, cut, wound or remove trees or shrubs in public places, including street rights of way, without a permit from the Forester. Planting, pruning, tapping, cutting, wounding or removal must be performed in accordance with conditions stated in the permit. (Amended, Ord. No. 17-02)

(b) The following provisions apply to the issuance of permits where required for planting in public places.

(1) Application data.

The application must state the address, number of trees or plants to be planted, the location, name of planter(s) and ~~specific~~ species name of each tree or plant. (Amended, Ord. No. 17-02)

(2) Standards for issuance.

A permit will be issued if it is found that the proposed plantings conform to the requirements of this section.

820.13. Abuse or mutilation.

It is unlawful to (i) damage, cut, carve, kill or injure the bark **or woody tissues** of any tree or plant on public property; (ii) attach any rope, wire or other contrivance to any tree or plant on public property; (iii) dig ~~in~~ **up** or otherwise disturb **any public grass covered** grass areas **or landscaping**, or in any other way injure or impair the natural beauty or usefulness of any area of

public property; (iv) cause or permit a wire charged with electricity or any gaseous, liquid or solid substance harmful to trees or plants to come into contact with them.

820.15. **Turfgrass** Weed and **noxious weed** grass cutting.

Subdivision 1. General rule.

The owner of property abutting on any public street or alley must maintain the property and abutting public property to the center of such platted street or alley. ~~Weeds, including tall~~ **Standard lawn turfgrasses, along with other lawn plants or noxious weeds**, that exceed eight inches in height, must be cut, destroyed or otherwise eradicated by the owner of the property. ~~Perennial native prairie V~~vegetation including grasses and/or wildflowers **identified by the Engineering Department as a managed native planting or landscape** as identified by the city Forester, installed as a primary component of an approved raingarden or a restored prairie, is excluded from this rule on a case-by-case basis, **referencing Section 425.15** (Amended, Ord. No. 91-05, Sec. 2; Ord. No. 03-32; Ord. No. 17-02)

Subd. 2. Weed and grass cutting by the city.

The weed inspector shall ~~cause~~ **require the any noxious** weeds to be cut and/or destroyed by city ~~crews~~ **staff** or private contractors as the inspector shall determine, including tall **turfgrasses**, that exceed eight inches in height ~~that are~~ growing on the property or within the platted limits of an abutting public street or alley when the vegetation is not cut by the property owners **within the specified time frame. Vegetation from managed native plantings or landscapes** ~~Grasses and/or wildflowers identified by the city Forester as native prairie species~~ that exceed eight inches in height are exempt from this requirement, **referencing Section 425.15**. The cost, including staff time and administrative costs, will be reported to the city clerk and may be charged to abutting property owners. An administrative charge will apply for all assessed property, as noted in Appendix B. (Amended, Ord. No. 03-32; Ord. No. 17-02)

Subd. 3. Notice.

When the weed inspector determines there is a violation a compliance order to the owner of the property shall be issued. The compliance order shall contain the following information:

- (a) Notice that if the nuisance is not abated within seven calendar days that the city will abate the nuisance at the owner’s cost;
- (b) The hourly cost of abating the nuisance and any additional costs, including staff time;
- (c) Upon city completion of the abatement, an invoice shall be sent to the property owner for the cost of the abatement, any additional costs, and staff time. (Added, Ord. No. 03-32)

Subd. 4. Method of service.

The order shall be served in one of the following ways:

- (a) by first class mail to the person responsible; (Amended, Ord. No. 17-02)
- (b) by personal delivery to the person responsible;
- (c) by leaving with a person of suitable age and discretion residing at the premises;
- (d) if no person residing at the premises can be found, by affixing a copy of the order to the front door of the premises; or
- (e) by publishing in the official paper once a week, for two successive weeks. (Added, Ord. No. 03-32)

Subd. 5. Assessment.

On or before September 30 of each year, the city clerk shall list the total unpaid charges for **tallgrass or noxious** weed cutting services against each separate lot or parcel to which they are attributable under this subsection. The council may then assess the charges against the properties benefited as a special assessment under Minnesota Statutes, section 429.101, for certification to the county auditor and collection along with current taxes. The certification shall provide for the payment of the special assessments the following year. (Amended, Ord. No. 03-32)

Planning Commission:

The Planning Commission reviewed the proposed text amendment during a regularly scheduled meeting on February 19th, 2026. A public hearing was held at this meeting; No comments were made, and the public hearing was closed. Notice of the public hearing was published in the city’s official newspaper and posted on the city’s bulletin board 10 days prior to the meeting. City staff had received no inquiries from residents. The Planning Commission motioned for a recommendation of approval to the City Council with no added conditions. The public hearing notice can be found in Attachment A.

Recommendation:

Make a motion to accept the first reading of a draft resolution with the proposed zoning text changes as presented.

Attachments:

- 1. Attachment A - Public Hearing Notice
- 2. Attachment B - Draft Resolution

City of Robbinsdale

Public Hearing Notice

NOTICE IS HEREBY GIVEN that there will be a meeting of the Planning Commission of the City of Robbinsdale, Minnesota on **Thursday, February 19th, 2026, at 7:00 p.m.** for consideration of a Zoning Text Amendment to amend *Sections 820 Public and Right of Way Trees: Vegetation*. The meeting will be held in the City Council Chambers at Robbinsdale City Hall, 4100 Lakeview Ave. N, Robbinsdale MN 55422.

Any and all persons desiring to be heard shall be given an opportunity at the above stated time. Residents seeking further information on the public hearing should contact Assistant Planner Will Bucheger at 763-531-1269 or wbucheger@robbinsdalemn.gov.

By: Will Bucheger, Assistant Planner

Member _____ moved and Member _____ seconded a motion that the following ordinance, which was given its first reading on _____, 2026, be given its second reading on this ____ day of _____ 2026, and that it be adopted.

ORDINANCE NO. 26-__

AN ORDINANCE AMENDING SECTIONS 820 OF THE ROBBINSDALE CITY CODE RELATING TO PUBLIC RIGHT OF WAY TREE MANAGEMENT AND RESIDENTIAL VEGETATION ENFORCEMENT

1) Sections 820 of the City Code are hereby amended with the following language to be removed shown by ~~strikeout~~ and new language shown in **bold and underlined**:

CHAPTER VIII STREETS, ALLEYS AND PUBLIC WAYS

Section 820 – Public and Right of Way: Trees.

820.01. Purpose.

It is the purpose of this section to protect and promote the public health, safety and general welfare of the people of the city by regulating the planting and maintenance of trees in order to ~~protect~~ **manage the city’s tree canopy** trees and to prevent and abate hazardous and nuisance conditions in the city.

820.03. ~~Permitted~~ **Prohibited** street trees.

The Forester shall maintain a list of ~~permitted~~ **prohibited** street trees **trees and woody plants** to ~~from being~~ **be** planted within the right-of-way of public streets. (Amended, Ord. No. 03-21)

820.05. Prohibited trees.

The following trees, vines and shrubs ~~may~~ **shall** not be planted on city rights-of-way:

<u>Genus</u>	<u>Species</u>	<u>Common Name</u>
<i>Acer</i>	<i>freemanii</i> <i>ginnala</i>	Freeman Amur m Maple
<i>Acer</i>	<i>negundo</i> <i>freemanii</i>	Boxelder (Ash-leaved Maple) <u>Freeman maple</u>
<i>Acer</i>	<i>saccharinum</i>	Silver Maple
<i>Celastrus</i>	<i>orbiculatus</i>	Oriental <u>Round leaf</u> Bittersweet
<i>Frangula</i>	<i>alnus</i>	Glossy Buckthorn
<i>Fraxinus</i>	<i>spp.</i>	Ash (Black, Green, White)
<i>Lonicera</i> <i>Ginkgo</i>	<i>spp.</i> <i>biloba</i>	<u>Exotic honeysuckles</u> Ginkgo (Maidenhair Tree – female only)
<i>Populus</i> <i>Pyrus</i>	<i>deltiodes</i> <i>calleryana</i>	Eastern Cottonwood <u>Callery</u> <u>pear</u>
<i>Populus</i> <i>Rosa</i>	<i>nigra</i> <i>italica</i> <i>multiflora</i>	Lombardy Poplar <u>Multiflora</u> <u>rose</u>
<i>Rhamnus</i>	<i>cathartica</i>	European Buckthorn

(Amended, Ord. No. 03-21, Ord. No. 15-02, Ord. No. 17-02)

820.07. Order to **prune**, treat or remove.

The Forester may order the pruning, treatment or removal of trees or plants upon public or private property if the Forester determines that the action is necessary to **for** public safety or necessary to prevent the spread of disease or of insects harmful to trees and shrubs. (Amended, Ord. No. 17-02)

820.09. Order.

Subdivision 1. **Procedure**.

When the Forester determines that it is necessary to order the pruning, treatment or removal of trees or plants, a written order to correct the condition must be served upon the owner, ~~occupant,~~ operator or other person responsible for such tree or plant. (Amended, Ord. No. 17-02)

Subd. 2. Notice.

In cases where summary abatement of a public nuisance is required, the city will serve notice on the owner as described below. The notice shall contain the following information.

- (a) The address **of** the property upon which the condition exists.
- (b) The nature of the violation and appropriate ordinance **code** citation.
- (c) The necessary action(**s**) needed to correct the violation.
- (d) The date by which the corrections must be made before the city will seek abatement.
- (e) The right of and the manner for the alleged violator to request a hearing before the City Council **or city manager** unless it is an emergency case.
- (f) A description of the penalties if the violation is not corrected.
- (g) A statement that all unreimbursed costs, including staff time and administrative costs incurred by the city in abating the nuisance shall be assessed against the property unless payment is received within 30 days of the original billing to the property owner. An administrative charge will apply for all assessed property, as noted in Appendix B. (Added, Ord. No. 03-32)

Subd. 3. Method of service.

The order shall be served in one of the following ways:

- (a) by first class mail to the person responsible; (Amended, Ord. No. 17-02)
- (b) by personal delivery to the person responsible;
- (c) by leaving with a person of suitable age and discretion residing at the premises;
- (d) if no person residing at the premises can be found, by affixing a copy of the order to the front door of the premises; or
- (e) by publishing in the official **local newspaper** once a week, for two successive weeks. (Amended, Ord. No. 03-32)

Subd. 4. Time limit.

The order must establish a time limit for compliance dependent upon the hazard ~~and~~ danger, **or health risks posed to other trees or shrubs** created by the violation. In cases of extreme danger, immediate compliance upon service of the order is authorized. (Amended, Ord. No. 03-32)

Subd. 5. Appeal.

A person receiving an order hereunder may, within ten days of the service of such order, appeal to the city manager, who must review the order within seven days. (Amended, Ord. No. 03-32)

Subd. 6. Special assessment.

On or before September 30 of each year, the city clerk shall list the total unpaid charges against each separate lot or parcel to which they are attributable under this subsection. The cost shall be levied as a special assessment against the property upon which the condition was remedied in the manner provided by Minnesota Statutes, section 429.101. The levying of such assessment does not affect the liability of the owner for any other penalty that may be imposed. The special assessment will be certified and thereupon be a lien upon such property, and will be included in the next tax bill on such property unless paid before and collected in the same manner as other

taxes against such property. The certification shall provide for the payment of the special assessments the following year. (Amended, Ord. No. 03-32)

Subd. 7. City work.

The order procedure need not be followed with reference to trees or plants located on public property when the costs of plantings, pruning, treatments or removals are done at the cost of the city. (Amended, Ord. No. 17-02)

820.11. Other regulations.

Subdivision 1. Traffic hazard.

No tree may be planted, placed or allowed to remain in a position which the Engineer determines to be a traffic hazard.

Subd. 2. Rights-of-way.

On arterial or collector street rights-of-way as shown on the ~~major~~ current street plan, the location of trees will be determined by the engineer. It is unlawful to plant a tree in the right-of-way of an arterial or collector street in a location that does not conform to generally accepted engineering standards or utility placement constraints. (Amended, Ord. No. 17-02)

Subd. 3. Permits.

(a) It is unlawful to plant, prune, tap, cut, wound or remove trees or shrubs in public places, including street rights of way, without a permit from the Forester. Planting, pruning, tapping, cutting, wounding or removal must be performed in accordance with conditions stated in the permit. (Amended, Ord. No. 17-02)

(b) The following provisions apply to the issuance of permits where required for planting in public places.

(1) Application data.

The application must state the address, number of trees or plants to be planted, the location, name of planter(s) and ~~specific~~ species name of each tree or plant. (Amended, Ord. No. 17-02)

(2) Standards for issuance.

A permit will be issued if it is found that the proposed plantings conform to the requirements of this section.

820.13. Abuse or mutilation.

It is unlawful to (i) damage, cut, carve, kill or injure the bark or woody tissues of any tree or plant on public property; (ii) attach any rope, wire or other contrivance to any tree or plant on public property; (iii) dig ~~in~~ up or otherwise disturb any public grass covered ~~grass~~ areas or landscaping, or in any other way injure or impair the natural beauty or usefulness of any area of public property; (iv) cause or permit a wire charged with electricity or any gaseous, liquid or solid substance harmful to trees or plants to come into contact with them.

820.15. Turfgrass ~~Weed~~ and noxious weed ~~grass~~ cutting.

Subdivision 1. General rule.

The owner of property abutting on any public street or alley must maintain the property and abutting public property to the center of such platted street or alley. ~~Weeds, including tall~~ Standard lawn turfgrasses, along with other lawn plants or noxious weeds; that exceed eight inches in height, must be cut, destroyed or otherwise eradicated by the owner of the property. ~~Perennial native prairie~~ Vegetation including grasses and/or wildflowers identified by the Engineering Department as a managed native planting or landscape as identified by the city Forester, installed as a primary component of an approved raingarden or a restored prairie, is excluded from this rule on a case-by-case basis, referencing Section 425.15 (Amended, Ord. No. 91-05, Sec. 2; Ord. No. 03-32; Ord. No. 17-02)

Subd. 2. Weed and grass cutting by the city.

The weed inspector shall ~~cause~~ require the any noxious weeds to be cut and/or destroyed by city ~~crews~~ staff or private contractors as the inspector shall determine, including tall turfgrasses, that exceed eight inches in height ~~that are~~ growing on the property or within the platted limits of

an abutting public street or alley when the vegetation is not cut by the property owners **within the specified time frame. Vegetation from managed native plantings or landscapes** Grasses and/or wildflowers identified by the city Forester as native prairie species that exceed eight inches in height are exempt from this requirement, **referencing Section 425.15**. The cost, including staff time and administrative costs, will be reported to the city clerk and may be charged to abutting property owners. An administrative charge will apply for all assessed property, as noted in Appendix B. (Amended, Ord. No. 03-32; Ord. No. 17-02)

Subd. 3. Notice.

When the weed inspector determines there is a violation a compliance order to the owner of the property shall be issued. The compliance order shall contain the following information:

(a) Notice that if the nuisance is not abated within seven calendar days that the city will abate the nuisance at the owner's cost;

(b) The hourly cost of abating the nuisance and any additional costs, including staff time;

(c) Upon city completion of the abatement, an invoice shall be sent to the property owner for the cost of the abatement, any additional costs, and staff time. (Added, Ord. No. 03-32)

Subd. 4. Method of service.

The order shall be served in one of the following ways:

(a) by first class mail to the person responsible; (Amended, Ord. No. 17-02)

(b) by personal delivery to the person responsible;

(c) by leaving with a person of suitable age and discretion residing at the premises;

(d) if no person residing at the premises can be found, by affixing a copy of the order to the front door of the premises; or

(e) by publishing in the official paper once a week, for two successive weeks. (Added, Ord. No. 03-32)

Subd. 5. Assessment.

On or before September 30 of each year, the city clerk shall list the total unpaid charges for **tallgrass or noxious** weed cutting services against each separate lot or parcel to which they are attributable under this subsection. The council may then assess the charges against the properties benefited as a special assessment under Minnesota Statutes, section 429.101, for certification to the county auditor and collection along with current taxes. The certification shall provide for the payment of the special assessments the following year. (Amended, Ord. No. 03-32)

2) The following summary clearly informs the public of the intent and effect of the ordinance and is approved for publication:

a. To update the language within the code to better express the functions of the city regarding vegetation.

3) This ordinance shall be effective immediately upon its passage and publication.

First Reading: YEAS:

NAYS:

Second Reading: YEAS:

NAYS:

PASSED AND ADOPTED BY THE CITY COUNCIL ON THIS ___ DAY OF ___, 2026.

ATTEST:

Chase Peterson-Etem, City Clerk

(SEAL)

TO: Mayor and City Council
PREPARED BY: Will Bucheger, Assistant Planner
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Zoning Text Amendments to City Code Sections 825 (Tree Pruning and Chemical Treatments), 835 (Tree Disease & Insect Program), 425.11 (Definitions) and 425.15 (Minimum Standards)

Background:

City staff propose zoning text amendments to update City Code Sections 425, 825, and 835. Section 425 is the Property Maintenance Code and Sections 825 and 835 are within the Streets, Alleys and Public Ways portion of the code. These amendments are being presented following a comprehensive review by the City Forester and Water Resource Specialist. These revisions aim to ensure the code remains modern, enforceable, and technically accurate.

Analysis:

Over the past year, City staff identified significant enforcement gaps regarding tree-related violations. Following several severe thunderstorms that resulted in widespread debris and fallen trees, a disparity in community cleanup efforts became apparent. While most residents cleared storm damage promptly, unresolved debris on certain properties generated numerous neighbor complaints regarding neighborhood aesthetics and safety.

Upon review, staff determined that the current City Code only classifies specific tree species as violations when downed. To address this, staff proposes text amendments to **Sections 825 and 835**. These changes align City policy with State of Minnesota best management practices by classifying all fallen wood debris as a public nuisance, regardless of species. Additionally, staff proposes updates to **Section 425** to establish clear definitions for "managed native plantings," "volunteer trees," and "bee-friendly lawns." Formalizing these definitions within the Property Maintenance Code will provide staff with the necessary tools to distinguish between neglected, overgrown properties and intentional, ecologically beneficial yard cover.

The following amendments are proposed in the following order to Chapter VIII, Section 825 (Tree Pruning and Chemical Treatments) and, Section 835 (Tree Disease & Insect Program) as well to Chapter IV, Sections 425.11 (Definitions) and Section 425.15 (Minimum Standards) of the City Code. Proposed new text is bolded and underlined, while deleted language is stricken through.

Section 825 - Tree **Removals**, Pruning and Chemical Treatments

825.01. Tree **removals**, pruning, chemical treatments, licenses.

It is unlawful to engage in the business of tree **removals**, pruning, chemical treatments ~~ing~~, or ~~removal~~ **other tree maintenance activities** unless a license to do such work is first obtained from the city. Application for the license is made to the clerk. The license will be granted by the

clerk after approval by the city Forester and upon proof of the applicant's qualifications. The annual fee for a license is set forth in Appendix B. The license expires annually on December 31 ~~and~~. Licenses are is not transferable. The license fee must be paid to the clerk at the time of filing on the application ~~and~~. The license fee will not be prorated. (Amended, Ord. No. 2018-02) 825.03. Insurance.

The applicant must provide a certificate of insurance with the city with public liability insurance of not less than \$1,500,000 combined single limit issued by an insurance company authorized to do business in the state of Minnesota. The policy must ~~provide~~ **demonstrate** that it may not be cancelled by the issuer except upon ten days' written notice to the city. If the insurance is cancelled the license will be automatically suspended until the insurance is replaced. The city must be a named insured on the insurance policy. (Amended, Ord. No. 03-22, Ord. No. 13-01)

825.05. Standards.

Tree pruning, **removals**, chemical treatments and **all** other tree care practices ~~are~~ **shall be** governed by the ANSI A300 Standards for Tree Care Practices ~~manual~~. (Amended, Ord. No. 17-02)

Section 835 - Tree Disease & Insect Program

835.01. Policy.

The City Council has determined that the health of the trees within the city limits is threatened by **certain** contagious and fatal diseases and **by** certain destructive insects ~~pests~~. The council has further determined that the loss of trees growing upon public and private property ~~would~~ substantially depreciates the value of property within the city and impairs the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the council to control and prevent the spread of serious tree diseases and insect infestations and this ordinance is enacted for that purpose. (Amended, Ord. No. 06-04)

835.03. Forester.

The powers and duties as set forth in this section are conferred upon the Forester. It is the duty of the Forester to coordinate, under the direction and control of the council, activities of the city relating to the management of serious tree diseases, insect infestations and other threats to tree health. (Amended, Ord. No. 06-04)

835.04. Tree inspector.

A person possessing a tree inspector license as administered by the Minnesota Department of Natural Resources. (Added, Ord. No. 06-04; Amended, Ord. No. 17-02)

835.05. Program.

It is the intention of the City Council to conduct a program of plant pest management pursuant to the authority granted by Minnesota Statutes to control certain diseases and insects detrimental to public and private trees. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.07. Nuisances.

The following are declared public nuisances whenever they ~~may be~~ **are** found within the city:

(a) any living or standing elm tree or part thereof infected **with** and showing signs or symptoms of Dutch elm disease fungus *Ophiostoma ulmi* (~~Buisman~~) or *Ophiostoma novo-ulmi* Moreau or which **showing decline due to** harbors **infestations of** any of the elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylurgopinus Rufipes* (Marsh); and (Amended, Ord. Nos. 06-04, No. 15-02; Ord. No. 17-02)

(b) any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been **completely** removed or destroyed; and (Amended, Ord. No. 06-04, Ord. No. 15-02; Ord. No. 17-02)

(c) any living or standing oak tree or part thereof **in the red oak group (*Quercus section Lobatae*)**, infected to any degree with the oak wilt fungus *Ceratocystis fagacearum*; and (Added, Ord. No. 06-04, Amended, Ord. No. 15- 02; Ord. No. 17-02)

~~(d) any living or standing ash tree or part thereof of the *Fraxinus* genus infested to any degree with the emerald ash borer beetle *Agrilus planipennis* as confirmed by the Minnesota Department of Agriculture; and (Added, Ord. No. 15-02; Ord. No. 17-02)~~

~~(ed) any **standing** dead or dying ash tree of the *Fraxinus* genus or **any** part thereof including logs, branches, stumps, firewood or other material ~~confirmed to have been~~infested with **the** emerald ash borer **beetle *Agrilus planipennis*** from which the outer 1" of bark/wood has not been removed or destroyed; and (Added, Ord. No. 15-02; Ord. No. 17-02)~~

~~(fe) any tree or shrub that the Forester has determined ~~has is become~~, or may become a hazard or **pose** a significant threat to public safety and/or forest health, **including partially broken or detached elevated limb(s) ; and** (Added, Ord. No. 06-04, Amended, Ord. No. 15-02; Ord. No. 17-02)~~

(f) any fallen woody debris not reasonably considered to be wildlife habitat, recreational fuel or firewood, to be identified on a case-by-case basis by the Forester or Code Enforcement staff.

835.09. Abatement.

It is unlawful for a person to permit a public nuisance as defined in section 835.07 to remain on any premises owned or controlled by that person within the city. The nuisances may be abated in the manner prescribed by city code. (Amended, Ord. No. 06-04)

835.11. Inspection and ~~investigation~~**Violations.**

Subdivision 1. **Inspection.**

The Forester must inspect all premises and places in the city as often as practicable to determine whether any condition described in section 835.07 exists thereon. The Forester shall investigate all reported **or observed** incidents of **harmful** diseases or **insect** infestations. (Amended, Ord. No. 06-04)

Subd. 2. Entry on private premises.

The Forester may enter private premises, **per Minnesota Statute 89.63**, excepting only a private home, at reasonable times for the purpose of carrying out any of the duties assigned under this section.

Subd. 3. Diagnosis **of Violation(s).**

The Forester ~~or Forester's designated tree inspector~~ shall identify **infested ash**, diseased elms and/or oaks according to generally accepted field diagnosis procedures such as wilting, **flagging**, **premature** yellowing **or dropping** of leaves, staining of cambial **tissue** ~~wood under the tree bark~~ and/or detection of fungal spore mats on oaks **of the red oak group *Lobatae***. Confirmation of field diagnosis, when ordered by the Forester on an as-needed basis, shall be completed by the University of Minnesota Plant Disease Clinic. The city Forester or tree inspector shall assess potentially hazardous trees based upon the presence of structural defect(s) in a tree making that tree, or part thereof, likely to fail, adversely affecting the **public safety** ~~public~~ or public property. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.13. Abatement **Enforcement** of tree nuisances.

~~In abating or ordering the abatement of the nuisances defined~~ **In accordance with** ordinance section 835.07, the Forester **or Code Enforcement staff** may ~~cause or~~ order the **enforcement of** infected or infested tree or wood to be ~~sprayed~~, removed, **pruned**, burned, chipped, ground, or otherwise ~~effectively~~ **chemically** treated so as to ~~destroy and~~ prevent as fully as possible the spread of the **infecting** disease, **the disease vector(s), or harmful insect** ~~fungus/infestations and its vectors~~. The abatement procedures must be selected and carried out in accordance with current technical and expert opinions. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.15. Procedure.

Subdivision 1. **Notice.**

If the Forester finds with reasonable certainty that the infection or infestation defined in section 835.07 exists in any tree or wood in any public or private place in the city, the Forester will proceed as follows: (Amended, Ord. No. 06-04)

(a) If the Forester finds that danger of infection/infestation of other trees is imminent, or a

potentially hazardous condition is identified, the Forester shall notify the property owner by first class mail and posted notice on the property that the nuisance will be abated within a specified time, not more than 30 days from the date of the mailing of such notice, or such time as determined in writing by the Forester or City Engineer/Public Works Director. After the expiration of the time limited by the notice, the city may abate the nuisance, the costs of which will be assessed against the benefiting property. (Amended, Ord. No. 06-04, Ord. No. 15-02)

Subd. 2. Records.

The Forester must keep a record of the costs of abatements done under this subsection and report monthly to the clerk work done for which assessments are to be made stating and certifying the description of the lands ~~or lots~~, parcels involved and the amount chargeable to each.

Subd. 3. Assessment.

On or before September 1 of each year the clerk must list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable. The council may then spread the charges or any portion thereof against the property involved as a special assessment under Minnesota Statutes, section 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes.

835.17. Treating trees.

If the Forester determines that the treatment of a tree or of wood within the city is necessary, the Forester may treat said trees with an appropriate material. Such treatment activities must be conducted in accordance with technical and expert opinions generally accepted or established in the field of arboriculture whenever possible. The notice provisions section 835.15 apply to treatment operations conducted under this subsection. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.19. Transporting wood.

It is unlawful to transport within the city any bark-bearing elm wood, bark-bearing ~~bearing~~ ash wood **infested with the emerald ash borer, bark-bearing untreated oak wood infested with the oak wilt fungus**, or any other wood determined by the Forester to imminently threaten community trees, without a permit or written approval from the Forester. The Forester will grant permits or written approvals when the purpose of this section ~~will be~~ served thereby. (Amended, Ord. No. 06-04, Ord. No. 15-02; Ord. No. 17-02)

835.21. Interference prohibited.

It is unlawful to prevent, delay or interfere with the Forester while **said staff member is engaged in the performance of the official duties of the position.** ~~Forester's duties.~~

425.11. Definitions.

Subdivision 1. For purposes of the PMC, the terms defined in this subsection have the meanings given them. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 2. Accessory building or use means a subordinate building or subordinate use which is located on the same premises on which the main building or use is situated and which is incidental to the conduct of the primary use of such building or main use.

Subd. 3. Basement means that level of a building where the vertical distance from average grade to the floor below is more than the vertical distance from average grade to the floor next above.

Subd.4. Blighted means more than 50 percent of the building ore related premises is structurally substandard. (Added, Ord. No. 14-02)

Subd. 5. Boarding house means a building or structure or enclosure, or any part thereof, used as, maintained as, or advertised as, or held out to be an enclosure where meals or lunches are furnished to five or more regular boarders, whether with or without sleeping accommodations, for periods of one week or more.

Subd. 6. Building means a structure erected for the support, shelter, or enclosure of persons,

animals, chattel, or movable property of any kind.

Subd. 7. Common areas means halls, corridors, passageways, utility rooms, recreational rooms and extensively landscaped areas in or adjacent to a multiple dwelling or building, not under the exclusive control of one person or family. (Amended, Ord. No. 10-13; 14-02)

Subd. 8. Condominium means a form of individual ownership within a multifamily building which entails joint responsibility for maintenance and repairs; in the condominium each apartment or townhouse is owned outright by its occupant.

Subd. 9. Cooperative housing means a multiple family dwelling owned and maintained by the residents: the entire structure and real property is under common ownership as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

Subd. 10. Dwelling means a building, or portion thereof, designed or used for residential occupancy, including one-family dwellings, two-family dwellings, and multiple-family dwellings. Whenever the word "dwelling" is used in the PMC, it shall be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 11. Dwelling, single-family means a dwelling designed exclusively for occupancy by one family. (Amended, Ord. No. 03-06)

Subd. 12. Dwelling, two-family means a dwelling designed exclusively for occupancy by two families living independently of each other.

Subd. 13. Dwelling, multiple family means a dwelling or portion thereof containing three or more dwelling units.

Subd. 14. Dwelling units means a room or rooms connected together, constituting a separate, independent housekeeping unit for owner occupancy, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, toilet and sleeping facilities. Whenever the term "dwelling unit" is used in the PMC, it is to be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 15. Enforcement officer means a person designated by the City Manager to administer and enforce the PMC. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 16. Excessive calls means four or more substantiated nuisance conduct service calls occurring within any 365-day period. (Added, Ord. No. 10-13; Amended, No. Ord. 21-12)

Subd. 17. Exit means a continuous and unobstructed means of egress to the outdoors and includes intervening doors, doorways, corridors, ramps, stairways, smokeproof enclosures, horizontal exists, exit passageways, exit courts and yards.

Subd. 18. Family means one or more persons each related to the other by blood, marriage, or adoption, or a group of not more than four persons not all so related maintaining a common household in a dwelling unit and using common cooking and kitchen facilities.

Subd. 19. Floor area, gross means the sum of the gross horizontal area of the several floors of a structure or structures measured from the exterior faces and exterior walls or from the center line of common walls separating dwelling units and other building types. Basements devoted to storage and off-street parking or either of them are not included. (Amended, Ord. No. 14-02)

Subd. 20. Flush water closet means a toilet bowl flushed with water under pressure with a water sealed trap above the floor level.

Subd. 21. Garbage means putrescible animal and/or vegetable wastes, including those resulting from the handling, preparation, cooking, and consumption of food. (Amended, Ord. No. 10-13)

Subd. 22. Group homes means any group quarter or other residential facility that is licensed by any governmental agency or as determined by the City of Robbinsdale. (Amended, Ord. No. 03-06).

Subd. 23. Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, but excluding bathrooms, water closet compartments, laundries, furnace rooms, pantries, utility rooms, foyers, corridors, stairways, closets, storage spaces, workshops, hobby and recreation areas, and basements lacking required

ventilation, required electrical outlets, or required exit facilities.

Subd. 24. Hotel or motel means a building or structure or enclosure, or any part thereof, kept, used as, maintained as, or advertised as, or held out to the public to be an enclosure where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week: the term includes any facility licensed as a hotel or motel by Hennepin County.

Subd. 25. Kitchen means a space used or intended to be used for food preparation, which contains a sink, adequate space for installing cooking and refrigeration equipment, and space for the storage of cooking utensils.

Subd. 26. Nuisance means:

(a) A public nuisance known as such under common law or in equity or recognized by Minnesota Statutes or the City code.

(b) A public nuisance which may prove detrimental to children whether in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, or excavations; abandoned refrigerators in a hazardous condition; unlicensed or inoperable motor vehicles; or any structurally unsound fences or structures; or any lumber, garbage, rubbish, fences or debris which may become a hazard for inquisitive minors.

(c) Overcrowding a room or dwelling with occupants. (Amended, Ord. No. 03-06)

(d) Insufficient ventilation or illumination.

(e) Inadequate or unsanitary sewage or plumbing facilities.

(f) Uncleanliness.

(g) Any situation or activity which renders air, food, or drink unwholesome or detrimental to the health of human beings.

(h) Any other activity or situation that is dangerous to human life or is detrimental to health.

(i) Overcrowding a room or portion of dwelling with long-term storage 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 potential pest harborage. (Added, Ord. No. 03-06)

(j) An illegal occupancy by a person of any residential, or non-residential structure, building, or premises, or portion thereof, that is not in compliance with all applicable building codes, fire codes, local laws and ordinances. (Added, Ord. No. 16-07).

(k) Discharge onto a public right-of-way, sidewalk or alley from a sump pump or drain tile which can result in hazardous ice conditions, standing water that could create a possible insect breeding area and or erosion that would degrade a public right-of-way. (Added, Ord. No. 16-15).

Subd. 27. Nuisance conduct shall have the meaning given in section 927 of the code to the extent the call involves police services. (Added, Ord. No. 10-13; Amended, Ord. No. 21-12)

Subd. 28. Occupant means a person (including owner or operator) living, sleeping, cooking, eating or working in a building. (Amended, Ord. 14-02)

Subd. 29. Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Subd. 30. Operator means the owner or owner's agent who has charge, care, control, or management of a building, or part thereof, including but not limited to those buildings in which dwelling units or rooming units are let or offered for occupancy. (Amended, Ord. No. 14-02)

Subd. 31. Owner or owner of record means the fee owner of the building, dwelling, dwelling unit or rooming unit, and includes vendees under a recorded contract for deed. For purposes of this section the term includes any agent of owner designated in writing by owner for such purposes. (Amended, Ord. No. 03-06; 10-13; 14-02)

Subd. 32. Owner-occupied dwelling means a dwelling unit occupied by the property owner,

including for purposes of the PMC, a single-family dwelling or the discrete portion of any two-family or multi-family dwelling where the owner resides in one dwelling unit. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 33. Paint blistered means a surface area where paint is cracked, flaked, chipped, or loose.

Subd. 34. Plumbing means the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer, or gas lines.

Subd. 35. Premises means platted lot(s) or unplatted parcel(s) of land, or any portion thereof, either occupied or unoccupied by any dwelling or nondwelling structure, including such building, accessory structure, or other structure thereon.

Subd. 36. Proper connection to an approved sewer system means a functioning sewer connection free from defects, leaks, illegal modifications or obstructions with sufficient capacity to drain all fixtures or appliances which feed into it. The sewer system (be it municipal or private) must be capable of disposing of sewage in a safe, legal, sanitary, and adequate manner. (Amended, Ord. No. 03-06)

Subd. 37. Proper connection to an approved water system means a functioning plumbing connection free from defects, leaks, or obstructions providing an uncontaminated, controlled flow of water.

Subd. 38. Public areas means those areas which are normally open to the general public or the occupants of more than one dwelling unit of a multiple family dwelling.

Subd. 39. Public hall means a corridor, or passageway for providing egress from a commercial, office, or dwelling unit to the outdoors and not within the exclusive control of one business or family. (Amended, Ord. 14-02)

Subd. 40. Refuse means putrescible and nonputrescible waste solids including garbage and rubbish.

Subd. 41. Rental dwelling or rental dwelling unit means any dwelling unit not occupied by the owner of record regardless of familial relationship or whether rent or other compensation is paid to the owner. (Amended, Ord. No. 03-06; Ord. No. 10-13)

Subd. 42. Retaining wall means a wall or structure constructed of stone, concrete, wood, or other materials, used to retain soil, as a slope transition, or edge of a planting area.

Subd. 43. Rodent harborage means a place where rodents are liable to live, nest, or seek shelter.

Subd. 44. Rodent-proof means a condition where a structure and all parts thereof are protected from rodent, insect and vermin infestation by eliminating ingress and egress openings such as cracks in walls and holes in screens. For the purpose of the PMC the term "rodent-proof" shall be construed as though it included "insectproof" and "vermin-proof." (Amended, Ord. No. 03-06; Ord. No 14-02)

Subd. 45. Rooming unit means a room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

Subd. 46. Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery, and similar materials.

Subd. 47. Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above or the ceiling or roof next above such floor. A basement shall not be counted as a story.

Subd. 48. Structurally substandard means a building

(1) that was inspected by the applicable governing body and cited for one or more housing, maintenance, or building code violations involving one or more of the following:

(a) a roof and roof framing element;

- (b) support walls, beams and headers;
- (c) foundation, footings and subgrade conditions;
- (d) lights and ventilation;
- (e) fire protection, including egress;
- (f) internal utilities including electricity, gas and water;
- (g) flooring and flooring elements; or
- (h) walls, insulation and exterior envelope; and

(2) where such housing, maintenance or building code violation(s) have not been corrected after two notices to correct the violation(s) and the cost to correct the violation(s) exceeds 50 percent of the estimated market value of the building, excluding land value as determined under Minnesota Statutes, Section 273.11 for property taxes payable in that year. (Added, Ord. No. 14-02)

Subd. 49. Structure means anything erected, the use on which requires more or less permanent location of the ground; or attached to something having a permanent location on the ground. Whenever the word "structure" is used in the PMC, it shall be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 10-13; Ord. No. 14-02)

Subd. 50. Tenant means any individual named as such in any lease, or in non-lease situations, any individual obligated to owner for the payment of rent. If there is no lease, and no rent is payable, the term means all occupants of the rental dwelling. (Added, Ord. No. 10-13)

Subd. 51. Townhome means a single family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with open space on at least two sides. (Added, Ord. No. 08-08)

Subd. 52. Use means the purpose or activity for which the land or building is designated, or intended, or for which it is occupied, utilized, or maintained, including the performance of such activity as defined by the performance standards of this chapter.

Subd. 53. Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

Subd. 54. Waste system means that part of the plumbing system which drains waste water from individual fixtures to the sewer system.

Subd. 55. Yard means all ground, lawn, court, walk, driveway, or other open space constituting part of the same premises.

Subd. 56. Managed Native Plantings or Landscapes means a non-turfgrass native planting or prairie landscape populated with species indigenous to the Midwest, including grasses, sedges, forbs, ferns, or low-growing shrubs, excluding volunteer trees, and shrubs over 5 feet tall.

Subd. 57. Volunteer tree means a tree not intentionally planted by the property owner as per review by the Engineering Department.

Subd. 58 Bee-Friendly lawns means that a landscape is planted with low-growing species (generally under 8 inches tall) such as various clovers, ground plum, creeping thyme, self-heal, yarrow, fescues, etc.

425.15. Minimum standards.

Subdivision 1. Exterior standards.

The foundation, exterior walls, and exterior roof shall be water tight, rodent-proof, and kept in sound condition and repair. Every window, exterior door, and hatchway shall be substantially tight and kept in sound condition and repair. The foundation must adequately support the building at all points. Exterior walls shall be maintained and kept free from decay, dilapidation by cracks, tears or breaks and from deteriorated plaster, stucco, brick, wood or other material that is extensive and gives evidence of long neglect. The protective surface on exterior walls of a building above ground level must be maintained in good repair so as to provide a sufficient

covering and protection of the structural surface underneath against its deterioration. Without limiting the generality of this section, a protective surface of a building shall also be deemed to be out of repair if: (Amended, Ord. No. 03-06)

(a) The protective surface is paint which is blistered, cracked, flaked, scaled or chalked away including window trim, cornice members, porch railings and other such areas. (Amended, Ord. No. 16-07)

(b) The pointing of any chimney or the pointing of any brick or stone wall is loose or has fallen out. (Amended, Ord. No. 16-07)

(c) The finish coat of a stucco wall is worn through or chipped away or broken or damaged stucco revealing metal lath must be repaired; or (Amended, Ord. Nos. 03-06; 16-07)

(d) Any boarding of openings that do not comply with the requirements of subsection 425.33, subdivision 6(e). (Amended, Ord. Nos. 03-06; 16-07)

An exterior surface or plane required to be repaired under the provisions of this section must be repaired in its entirety, or such repair must be consistent and uniform with surrounding surfaces. If a weather resistant surface such as brick, plaster or metal is covered with paint that is blistered, cracked, flaked, scaled or chalked away, it must be repainted unless the defective paint covering is removed in its entirety. (Amended, Ord. No. 16-07)

Subd. 2. Accessory structure maintenance.

Accessory structures supplied by the owner, agent, or tenant on the building premises must be structurally sound, securable and maintained in good repair. Exterior walls of accessory structures must be maintained in accordance with the standards set forth for principal structures in subdivision 1. (Amended, Ord. No. 03-06; Ord. No. 07-18; Ord. No. 14-02)

Subd. 3. Fence maintenance.

Fences must be maintained in good condition structurally, and be kept free of significant decay. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. If of the painted surface of a fence is determined by the enforcement officer to be paint blistered, cracked, flaked, scaled or chalked away, the surface must be properly scraped and repainted. (Amended, Ord. Nos. 07-18, 16-07)

Subd. 4. Retaining walls.

Retaining walls must be kept in good condition, repair, and appearance. A retaining wall is deemed out of repair when it has substantially shifted or slumped out of its intended position.

Subd. 5. Yard cover.

Exposed areas surrounding (or within) a principal or accessory use, including street boulevards which are not devoted to parking, drives, sidewalks, patios or other such uses, must be landscaped with grass, shrubs, trees, or other ornamented landscape material. Such landscaping shall be maintained in good condition and free of noxious weeds. Weeds, including tall grass, may not exceed eight inches in height. Perennial native prairie vegetation including grasses and/or wildflowers as identified by the ~~city Forester~~ **Engineering Department**, installed as a primary component of an approved raingarden, **Managed Native Plantings** or **Landscapes, Bee-Friendly Lawn, a newly established seeding of Managed Native Plantings or Landscape**, ~~restored prairie~~, is excluded from this rule on a case-by-case basis. **Newly seeded areas must have erosion protection in place per the Engineering Department.** The enforcement policy for this subdivision, and at section 820.15, shall be set and amended from time to time by resolution of the City Council. (Amended, Ord. No. 91-05, Sec. 1; Ord. No. 17-15, Sec. 1)

Subd. 6. Gutters and downspouts.

Existing gutters, leaders and downspouts must be maintained in good working condition as to provide proper drainage of storm water. In no case may storm water be channeled into the sanitary sewer system. Storm water, ice, or snow may not be directed onto, or channeled across walkways or streets where it is likely to be a hazard to life or health.

Subd. 7. Exterior lighting.

For multiple family dwellings, all exterior parking areas and walkways must be provided with

an average, maintained, horizontal illumination of six-tenths (0.6) foot- candles. Parking lot illumination must not cause excess amounts of light to be cast on a public street or adjoining property. (See Zoning Code, subsection 510.25, subdivision 5.)

Subd. 8. Snow and ice removal.

Snow must be removed from abutting public sidewalks within 12 hours after cessation of snowfall.

Subd. 9. Walks, drives, lawn steps, decks and stoops.

Walks, drives, lawn steps, decks and stoops must be maintained in good repair. (Added, Ord. No. 03-06; Ord. No. 14-02)

Subd. 10. Managed Native Plantings or Landscapes and Bee-Friendly Lawns
The City of Robbinsdale recognizes Minnesota State Statute 412.925 allowing for privately-owned native landscapes in statutory or home rule charter cities. No permit is required for a Managed Native Planting or Landscape and Bee-Friendly Lawn, but with the recent expansion of native plants in private landscapes minimum maintenance standards in City Code are needed. Note that the standards are not designed to regulate other ornamental plantings of grasses, forbs, ferns or shrubs that may or may not be native as long as their boundaries with managed turfgrass areas are visually obvious. The required maintenance standards for such lawns are listed below:

1. **Regular weeding/eradication of harmful or invasive non-native plants, or noxious weed species as listed by the Minnesota Department of Agriculture.**
2. **Regular cutting/eradication of volunteer trees.**
3. **Woody shrubs cannot exceed 5 feet.**
4. **Vegetation cannot block property address numbers, the front door, house number, or front walkway of a property.**
5. **Vegetation cannot fall into the ROW, alleys or sidewalks, or block the visual traffic sight lines at intersections as Per 510.25 sub 2 (G)(3) AND 820.15.**

Planning Commission:

The Planning Commission reviewed the proposed text amendment during a regularly scheduled meeting on April 16th, 2026. A public hearing was held at this meeting; No comments were made, and the public hearing was closed. Notice of the public hearing was published in the city’s official newspaper and posted on the city’s bulletin board 10 days prior to the meeting. City staff had received no inquiries from residents. The Planning Commission motioned for a recommendation of approval to the City Council with no added conditions. The public hearing notice can be found in Attachment B.

Recommendation:

Motion to recommend approving the first reading of a draft ordinance with the proposed changes to Sections 425, 825, and 835.

Attachments:

1. Attachment A - Draft Resolution
2. Attachment B - Public Hearing Notice

Member _____ moved and Member _____ seconded a motion that the following ordinance, which was given its first reading on _____, 2026, be given its second reading on this ____ day of _____ 2026, and that it be adopted.

ORDINANCE NO. 26-__

AN ORDINANCE AMENDING SECTIONS 825, 835, AND 425 OF THE ROBBINSDALE CITY CODE RELATING TO TREE MANAGEMENT, RESIDENTIAL VEGETATION ENFORCEMENT, AND PROPERTY MAINTENANCE YARD COVER STANDARDS

1) Sections 825 of the City Code are hereby amended with the following language to be removed shown by ~~strikeout~~ and new language shown in **bold and underlined**:

CHAPTER VIII STREETS, ALLEYS AND PUBLIC WAYS

Section 825 - Tree **Removals**, Pruning and Chemical Treatments

825.01. Tree **removals**, pruning, chemical treatments, licenses.

It is unlawful to engage in the business of tree **removals**, pruning, chemical treatments ~~ing,~~ or ~~removal~~ **other tree maintenance activities** unless a license to do such work is first obtained from the city. Application for the license is made to the clerk. The license will be granted by the clerk after approval by the city Forester and upon proof of the applicant's qualifications. The annual fee for a license is set forth in Appendix B. The license expires annually on December 31 ~~and~~. Licenses are **is** not transferable. The license fee must be paid to the clerk at the time of filing on the application ~~and~~. The license fee will not be prorated.

(Amended, Ord. No. 2018-02)

825.03. Insurance.

The applicant must provide a certificate of insurance with the city with public liability insurance of not less than \$1,500,000 combined single limit issued by an insurance company authorized to do business in the state of Minnesota. The policy must ~~provide~~ **demonstrate** that it may not be cancelled by the issuer except upon ten days' written notice to the city. If the insurance is cancelled the license will be automatically suspended until the insurance is replaced. The city must be a named insured on the insurance policy. (Amended, Ord. No. 03-22, Ord. No. 13-01)

825.05. Standards.

Tree pruning, **removals**, chemical treatments and **all** other tree care practices are **shall** **be** governed by the ANSI A300 Standards for Tree Care **Practices**. ~~Practices manual~~. (Amended, Ord. No. 17-02)

2) Sections 835 of the City Code are hereby amended with the following language to be removed shown by ~~strikeout~~ and new language shown in **bold and underlined**:

CHAPTER VIII STREETS, ALLEYS AND PUBLIC WAYS

Section 835 - Tree Disease & Insect Program

835.01. Policy.

The City Council has determined that the health of the trees within the city limits is threatened by **certain** contagious and fatal diseases and **by** certain destructive insects ~~pests~~. The council has further determined that the loss of trees growing upon public and private property ~~would~~ substantially depreciates the value of property within the city and ~~impairs~~ the safety, good order, general welfare and convenience of the public. It is declared to be the intention of the council to control and prevent the spread of serious tree diseases and insect

infestations and this ordinance is enacted for that purpose. (Amended, Ord. No. 06-04)

835.03. Forester.

The powers and duties as set forth in this section are conferred upon the Forester. It is the duty of the Forester to coordinate, under the direction and control of the council, activities of the city relating to the management of serious tree diseases, insect infestations and other threats to tree health. (Amended, Ord. No. 06-04)

835.04. Tree inspector.

A person possessing a tree inspector license as administered by the Minnesota Department of Natural Resources. (Added, Ord. No. 06-04; Amended, Ord. No. 17-02)

835.05. Program.

It is the intention of the City Council to conduct a program of plant pest management pursuant to the authority granted by Minnesota Statutes to control certain diseases and insects detrimental to public and private trees. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.07. Nuisances.

The following are declared public nuisances whenever they ~~may be~~are found within the city:

(a) any living or standing elm tree or part thereof infected with and showing signs or symptoms of Dutch elm disease fungus *Ophiostoma ulmi* (~~Buisman~~) or *Ophiostoma novo-ulmi* Moreau or ~~which~~ showing decline due to ~~harbors~~ infestations of any of the elm bark beetles *Scolytus Multistriatus* (Eichh.) or *Hylurgopinus Rufipes* (Marsh); and (Amended, Ord. Nos. 06-04, No. 15-02; Ord. No. 17-02)

(b) any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been completely removed or destroyed; and (Amended, Ord. No. 06-04, Ord. No. 15-02; Ord. No. 17-02)

(c) any living or standing oak tree or part thereof in the red oak group (*Quercus section Lobatae*), infected to any degree with the oak wilt fungus *Ceratocystis fagacearum*; and (Added, Ord. No. 06-04, Amended, Ord. No. 15-02; Ord. No. 17-02)

~~(d) any living or standing ash tree or part thereof of the *Fraxinus* genus infested to any degree with the emerald ash borer beetle *Agrilus planipennis* as confirmed by the Minnesota Department of Agriculture; and (Added, Ord. No. 15-02; Ord. No. 17-02)~~

~~(ed) any standing dead or dying ash tree of the *Fraxinus* genus or any part thereof including logs, branches, stumps, firewood or other material ~~confirmed to have been~~ infested with the emerald ash borer beetle *Agrilus planipennis* from which the outer 1" of bark/wood has not been removed or destroyed; and (Added, Ord. No. 15-02; Ord. No. 17-02)~~

~~(fe) any tree or shrub that the Forester has determined ~~has is become~~, or may become a hazard or pose a significant threat to public safety and/or forest health, including partially broken or detached elevated limb(s) ; and (Added, Ord. No. 06-04, Amended, Ord. No. 15-02; Ord. No. 17-02)~~

~~(f) any fallen woody debris not reasonably considered to be wildlife habitat, recreational fuel or firewood, to be identified on a case-by-case basis by the Forester or Code Enforcement staff.~~

835.09. Abatement.

It is unlawful for a person to permit a public nuisance as defined in section 835.07 to remain on any premises owned or controlled by that person within the city. The nuisances may be abated in the manner prescribed by city code. (Amended, Ord. No. 06-04)

835.11. Inspection and ~~investigation~~Violations.

Subdivision 1. Inspection.

The Forester must inspect all premises and places in the city as often as practicable to determine whether any condition described in section 835.07 exists thereon. The Forester shall investigate all reported or observed incidents of harmful diseases or insect infestations. (Amended, Ord. No. 06-04)

Subd. 2. Entry on private premises.

The Forester may enter private premises, per Minnesota Statute 89.63, excepting only a private home, at reasonable times for the purpose of carrying out any of the duties assigned

under this section.

Subd. 3. Diagnosis **of Violation(s).**

The Forester or ~~Forester's designated tree inspector~~ shall identify **infested ash**, diseased elms and/or oaks according to generally accepted field diagnosis procedures such as wilting, **flagging, premature yellowing or dropping** of leaves, staining of cambial ~~tissue~~ **wood under the tree bark** and/or detection of fungal spore mats on oaks **of the red oak group Lobatae**. Confirmation of field diagnosis, when ordered by the Forester on an as-needed basis, shall be completed by the University of Minnesota Plant Disease Clinic. The city Forester or tree inspector shall assess potentially hazardous trees based upon the presence of structural defect(s) in a tree making that tree, or part thereof, likely to fail, adversely affecting the **public safety** ~~public~~ or public property. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.13. ~~Abatement~~ **Enforcement** of tree nuisances.

~~In abating or ordering the abatement of the nuisances defined~~ **In accordance with** ordinance section 835.07, the Forester **or Code Enforcement staff** may ~~cause or~~ order the **enforcement of** infected or infested tree or wood to be ~~sprayed, removed, pruned, burned, chipped, ground, or otherwise effectively~~ **chemically** treated so as to ~~destroy and prevent as fully as possible the spread of the~~ **infecting disease, the disease vector(s), or harmful insect** ~~fungus/infestations and its vectors~~. The abatement procedures must be selected and carried out in accordance with current technical and expert opinions. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.15. Procedure.

Subdivision 1. **Notice.**

If the Forester finds with reasonable certainty that the infection or infestation defined in section 835.07 exists in any tree or wood in any public or private place in the city, the Forester will proceed as follows: (Amended, Ord. No. 06-04)

(a) If the Forester finds that danger of infection/infestation of other trees is imminent, or a potentially hazardous condition is identified, the Forester shall notify the property owner by first class mail and posted notice on the property that the nuisance will be abated within a specified time, not more than 30 days from the date of the mailing of such notice, or such time as determined in writing by the Forester or City Engineer/Public Works Director. After the expiration of the time limited by the notice, the city may abate the nuisance, the costs of which will be assessed against the benefiting property. (Amended, Ord. No. 06-04, Ord. No. 15-02)

Subd. 2. Records.

The Forester must keep a record of the costs of abatements done under this subsection and report monthly to the clerk work done for which assessments are to be made stating and certifying the description of the lands ~~or lots,~~ parcels involved and the amount chargeable to each.

Subd. 3. Assessment.

On or before September 1 of each year the clerk must list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable. The council may then spread the charges or any portion thereof against the property involved as a special assessment under Minnesota Statutes, section 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes.

835.17. Treating trees.

If the Forester determines that the treatment of a tree or of wood within the city is necessary, the Forester may treat said trees with an appropriate material. Such treatment activities must be conducted in accordance with technical and expert opinions generally accepted or established in the field of arboriculture whenever possible. The notice provisions section 835.15 apply to treatment operations conducted under this subsection. (Amended, Ord. No. 06-04; Ord. No. 17-02)

835.19. Transporting wood.

It is unlawful to transport within the city any bark-bearing elm wood, bark-~~bearing-~~ **bearing ash wood infested with the emerald ash borer, bark-bearing untreated oak wood**

infected with the oak wilt fungus, or any other wood determined by the Forester to imminently threaten community trees, without a permit or written approval from the Forester. The Forester will grant permits or written approvals when the purpose of this section ~~will be~~ served thereby. (Amended, Ord. No. 06-04, Ord. No. 15-02; Ord. No. 17-02)

835.21. Interference prohibited.

It is unlawful to prevent, delay or interfere with the Forester while **said staff member** **is** engaged in the performance **of the official duties** of the **position**. ~~Forester's duties.~~

3) Sections 425 of the City Code are hereby amended with the following language to be removed shown by ~~strikeout~~ and new language shown in **bold and underlined**:

CHAPTER IV PROPERTY MAINTENANCE CODE

425.11. Definitions.

Subdivision 1. For purposes of the PMC, the terms defined in this subsection have the meanings given them. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 2. **Accessory building or use** means a subordinate building or subordinate use which is located on the same premises on which the main building or use is situated and which is incidental to the conduct of the primary use of such building or main use.

Subd. 3. **Basement** means that level of a building where the vertical distance from average grade to the floor below is more than the vertical distance from average grade to the floor next above.

Subd.4. **Blighted** means more than 50 percent of the building ore related premises is structurally substandard. (Added, Ord. No. 14-02)

Subd. 5. **Boarding house** means a building or structure or enclosure, or any part thereof, used as, maintained as, or advertised as, or held out to be an enclosure where meals or lunches are furnished to five or more regular boarders, whether with or without sleeping accommodations, for periods of one week or more.

Subd. 6. **Building** means a structure erected for the support, shelter, or enclosure of persons, animals, chattel, or movable property of any kind.

Subd. 7. **Common areas** means halls, corridors, passageways, utility rooms, recreational rooms and extensively landscaped areas in or adjacent to a multiple dwelling or building, not under the exclusive control of one person or family. (Amended, Ord. No. 10-13; 14-02)

Subd. 8. **Condominium** means a form of individual ownership within a multifamily building which entails joint responsibility for maintenance and repairs; in the condominium each apartment or townhouse is owned outright by its occupant.

Subd. 9. **Cooperative housing** means a multiple family dwelling owned and maintained by the residents: the entire structure and real property is under common ownership as contrasted to a condominium dwelling where individual units are under separate individual occupant ownership.

Subd. 10. **Dwelling** means a building, or portion thereof, designed or used for residential occupancy, including one-family dwellings, two-family dwellings, and multiple-family dwellings. Whenever the word "dwelling" is used in the PMC, it shall be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 11. **Dwelling, single-family** means a dwelling designed exclusively for occupancy by one family. (Amended, Ord. No. 03-06)

Subd. 12. **Dwelling, two-family** means a dwelling designed exclusively for occupancy by two families living independently of each other.

Subd. 13. **Dwelling, multiple family** means a dwelling or portion thereof containing three or more dwelling units.

Subd. 14. **Dwelling units** means a room or rooms connected together, constituting a separate, independent housekeeping unit for owner occupancy, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or dwelling units which may be in

the same structure, and containing independent cooking, toilet and sleeping facilities. Whenever the term "dwelling unit" is used in the PMC, it is to be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 15. Enforcement officer means a person designated by the City Manager to administer and enforce the PMC. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 16. Excessive calls means four or more substantiated nuisance conduct service calls occurring within any 365-day period. (Added, Ord. No. 10-13; Amended, No. Ord. 21-12)

Subd. 17. Exit means a continuous and unobstructed means of egress to the outdoors and includes intervening doors, doorways, corridors, ramps, stairways, smokeproof enclosures, horizontal exists, exit passageways, exit courts and yards.

Subd. 18. Family means one or more persons each related to the other by blood, marriage, or adoption, or a group of not more than four persons not all so related maintaining a common household in a dwelling unit and using common cooking and kitchen facilities.

Subd. 19. Floor area, gross means the sum of the gross horizontal area of the several floors of a structure or structures measured from the exterior faces and exterior walls or from the center line of common walls separating dwelling units and other building types. Basements devoted to storage and off-street parking or either of them are not included. (Amended, Ord. No. 14-02)

Subd. 20. Flush water closet means a toilet bowl flushed with water under pressure with a water sealed trap above the floor level.

Subd. 21. Garbage means putrescible animal and/or vegetable wastes, including those resulting from the handling, preparation, cooking, and consumption of food. (Amended, Ord. No. 10-13)

Subd. 22. Group homes means any group quarter or other residential facility that is licensed by any governmental agency or as determined by the City of Robbinsdale. (Amended, Ord. No. 03-06).

Subd. 23. Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, but excluding bathrooms, water closet compartments, laundries, furnace rooms, pantries, utility rooms, foyers, corridors, stairways, closets, storage spaces, workshops, hobby and recreation areas, and basements lacking required ventilation, required electrical outlets, or required exit facilities.

Subd. 24. Hotel or motel means a building or structure or enclosure, or any part thereof, kept, used as, maintained as, or advertised as, or held out to the public to be an enclosure where sleeping accommodations are furnished to the public and furnishing accommodations for periods of less than one week: the term includes any facility licensed as a hotel or motel by Hennepin County.

Subd. 25. Kitchen means a space used or intended to be used for food preparation, which contains a sink, adequate space for installing cooking and refrigeration equipment, and space for the storage of cooking utensils.

Subd. 26. Nuisance means:

(a) A public nuisance known as such under common law or in equity or recognized by Minnesota Statutes or the City code.

(b) A public nuisance which may prove detrimental to children whether in a building, on the premises of a building, or upon an unoccupied lot. This includes, but is not limited to, any abandoned wells, shafts, basements, or excavations; abandoned refrigerators in a hazardous condition; unlicensed or inoperable motor vehicles; or any structurally unsound fences or structures; or any lumber, garbage, rubbish, fences or debris which may become a hazard for inquisitive minors.

(c) Overcrowding a room or dwelling with occupants. (Amended, Ord. No. 03-06)

(d) Insufficient ventilation or illumination.

(e) Inadequate or unsanitary sewage or plumbing facilities.

(f) Uncleanliness.

(g) Any situation or activity which renders air, food, or drink unwholesome or detrimental to the health of human beings.

(h) Any other activity or situation that is dangerous to human life or is detrimental to health.

(i) Overcrowding a room or portion of dwelling with long-term storage 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 potential pest harborage. (Added, Ord. No. 03-06)

(j) An illegal occupancy by a person of any residential, or non-residential structure, building, or premises, or portion thereof, that is not in compliance with all applicable building codes, fire codes, local laws and ordinances. (Added, Ord. No. 16-07).

(k) Discharge onto a public right-of-way, sidewalk or alley from a sump pump or drain tile which can result in hazardous ice conditions, standing water that could create a possible insect breeding area and or erosion that would degrade a public right-of-way. (Added, Ord. No. 16-15).

Subd. 27. Nuisance conduct shall have the meaning given in section 927 of the code to the extent the call involves police services. (Added, Ord. No. 10-13; Amended, Ord. No. 21-12)

Subd. 28. Occupant means a person (including owner or operator) living, sleeping, cooking, eating or working in a building. (Amended, Ord. 14-02)

Subd. 29. Openable area means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Subd. 30. Operator means the owner or owner's agent who has charge, care, control, or management of a building, or part thereof, including but not limited to those buildings in which dwelling units or rooming units are let or offered for occupancy. (Amended, Ord. No. 14-02)

Subd. 31. Owner or owner of record means the fee owner of the building, dwelling, dwelling unit or rooming unit, and includes vendees under a recorded contract for deed. For purposes of this section the term includes any agent of owner designated in writing by owner for such purposes. (Amended, Ord. No. 03-06; 10-13; 14-02)

Subd. 32. Owner-occupied dwelling means a dwelling unit occupied by the property owner, including for purposes of the PMC, a single-family dwelling or the discrete portion of any two-family or multi-family dwelling where the owner resides in one dwelling unit. (Amended, Ord. No. 03-06; Ord. No. 14-02)

Subd. 33. Paint blistered means a surface area where paint is cracked, flaked, chipped, or loose.

Subd. 34. Plumbing means the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer, or gas lines.

Subd. 35. Premises means platted lot(s) or unplatted parcel(s) of land, or any portion thereof, either occupied or unoccupied by any dwelling or nondwelling structure, including such building, accessory structure, or other structure thereon.

Subd. 36. Proper connection to an approved sewer system means a functioning sewer connection free from defects, leaks, illegal modifications or obstructions with sufficient capacity to drain all fixtures or appliances which feed into it. The sewer system (be it municipal or private) must be capable of disposing of sewage in a safe, legal, sanitary, and adequate manner. (Amended, Ord. No. 03-06)

Subd. 37. Proper connection to an approved water system means a functioning plumbing connection free from defects, leaks, or obstructions providing an uncontaminated, controlled flow of water.

Subd. 38. Public areas means those areas which are normally open to the general public or the occupants of more than one dwelling unit of a multiple family dwelling.

Subd. 39. Public hall means a corridor, or passageway for providing egress from a commercial, office, or dwelling unit to the outdoors and not within the exclusive control of one business or family. (Amended, Ord. 14-02)

Subd. 40. Refuse means putrescible and nonputrescible waste solids including garbage and

rubbish.

Subd. 41. Rental dwelling or rental dwelling unit means any dwelling unit not occupied by the owner of record regardless of familial relationship or whether rent or other compensation is paid to the owner. (Amended, Ord. No. 03-06; Ord. No. 10-13)

Subd. 42. Retaining wall means a wall or structure constructed of stone, concrete, wood, or other materials, used to retain soil, as a slope transition, or edge of a planting area.

Subd. 43. Rodent harborage means a place where rodents are liable to live, nest, or seek shelter.

Subd. 44. Rodent-proof means a condition where a structure and all parts thereof are protected from rodent, insect and vermin infestation by eliminating ingress and egress openings such as cracks in walls and holes in screens. For the purpose of the PMC the term "rodent-proof" shall be construed as though it included "insectproof" and "vermin-proof." (Amended, Ord. No. 03-06; Ord. No 14-02)

Subd. 45. Rooming unit means a room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking and eating purposes.

Subd. 46. Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery, and similar materials.

Subd. 47. Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above or the ceiling or roof next above such floor. A basement shall not be counted as a story.

Subd. 48. Structurally substandard means a building

(1) that was inspected by the applicable governing body and cited for one or more housing, maintenance, or building code violations involving one or more of the following:

- (a) a roof and roof framing element;
- (b) support walls, beams and headers;
- (c) foundation, footings and subgrade conditions;
- (d) lights and ventilation;
- (e) fire protection, including egress;
- (f) internal utilities including electricity, gas and water;
- (g) flooring and flooring elements; or
- (h) walls, insulation and exterior envelope; and

(2) where such housing, maintenance or building code violation(s) have not been corrected after two notices to correct the violation(s) and the cost to correct the violation(s) exceeds 50 percent of the estimated market value of the building, excluding land value as determined under Minnesota Statutes, Section 273.11 for property taxes payable in that year. (Added, Ord. No. 14-02)

Subd. 49. Structure means anything erected, the use on which requires more or less permanent location of the ground; or attached to something having a permanent location on the ground. Whenever the word "structure" is used in the PMC, it shall be construed as though it was followed by the words "or any part thereof." (Amended, Ord. No. 03-06; Ord. No. 10-13; Ord. No. 14-02)

Subd. 50. Tenant means any individual named as such in any lease, or in non-lease situations, any individual obligated to owner for the payment of rent. If there is no lease, and no rent is payable, the term means all occupants of the rental dwelling. (Added, Ord. No. 10-13)

Subd. 51. Townhome means a single family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with open space on at least two sides. (Added, Ord. No. 08-08)

Subd. 52. Use means the purpose or activity for which the land or building is designated, or intended, or for which it is occupied, utilized, or maintained, including the performance of such activity as defined by the performance standards of this chapter.

Subd. 53. Ventilation means the process of supplying and removing air by natural or mechanical means to or from any space.

Subd. 54. Waste system means that part of the plumbing system which drains waste water from individual fixtures to the sewer system.

Subd. 55. Yard means all ground, lawn, court, walk, driveway, or other open space constituting part of the same premises.

Subd. 56. Managed Native Plantings or Landscapes means a non-turfgrass native planting or prairie landscape populated with species indigenous to the Midwest, including grasses, sedges, forbs, ferns, or low-growing shrubs, excluding volunteer trees, and shrubs over 5 feet tall.

Subd. 57. Volunteer tree means a tree not intentionally planted by the property owner as per review by the Engineering Department.

Subd. 58 Bee-Friendly lawns means that a landscape is planted with low-growing species (generally under 8 inches tall) such as various clovers, ground plum, creeping thyme, self-heal, yarrow, fescues, etc.

425.15. Minimum standards.

Subdivision 1. Exterior standards.

The foundation, exterior walls, and exterior roof shall be water tight, rodent-proof, and kept in sound condition and repair. Every window, exterior door, and hatchway shall be substantially tight and kept in sound condition and repair. The foundation must adequately support the building at all points. Exterior walls shall be maintained and kept free from decay, dilapidation by cracks, tears or breaks and from deteriorated plaster, stucco, brick, wood or other material that is extensive and gives evidence of long neglect. The protective surface on exterior walls of a building above ground level must be maintained in good repair so as to provide a sufficient covering and protection of the structural surface underneath against its deterioration. Without limiting the generality of this section, a protective surface of a building shall also be deemed to be out of repair if: (Amended, Ord. No. 03-06)

(a) The protective surface is paint which is blistered, cracked, flaked, scaled or chalked away including window trim, cornice members, porch railings and other such areas. (Amended, Ord. No. 16-07)

(b) The pointing of any chimney or the pointing of any brick or stone wall is loose or has fallen out. (Amended, Ord. No. 16-07)

(c) The finish coat of a stucco wall is worn through or chipped away or broken or damaged stucco revealing metal lath must be repaired; or (Amended, Ord. Nos. 03-06; 16-07)

(d) Any boarding of openings that do not comply with the requirements of subsection [425.33](#), subdivision 6(e). (Amended, Ord. Nos. 03-06; 16-07)

An exterior surface or plane required to be repaired under the provisions of this section must be repaired in its entirety, or such repair must be consistent and uniform with surrounding surfaces. If a weather resistant surface such as brick, plaster or metal is covered with paint that is blistered, cracked, flaked, scaled or chalked away, it must be repainted unless the defective paint covering is removed in its entirety. (Amended, Ord. No. 16-07)

Subd. 2. Accessory structure maintenance.

Accessory structures supplied by the owner, agent, or tenant on the building premises must be structurally sound, securable and maintained in good repair. Exterior walls of accessory structures must be maintained in accordance with the standards set forth for principal structures in subdivision 1. (Amended, Ord. No. 03-06; Ord. No. 07-18; Ord. No. 14-02)

Subd. 3. Fence maintenance.

Fences must be maintained in good condition structurally, and be kept free of significant decay. Wood material, other than decay resistant varieties, shall be protected against decay by use of paint or other preservatives. If of the painted surface of a fence is determined by the enforcement officer to be paint blistered, cracked, flaked, scaled or chalked away, the surface must be properly scraped and repainted. (Amended, Ord. Nos. 07-18, 16-07)

Subd. 4. Retaining walls.

Retaining walls must be kept in good condition, repair, and appearance. A retaining wall is deemed out of repair when it has substantially shifted or slumped out of its intended position.

Subd. 5. Yard cover.

Exposed areas surrounding (or within) a principal or accessory use, including street boulevards which are not devoted to parking, drives, sidewalks, patios or other such uses, must be landscaped with grass, shrubs, trees, or other ornamented landscape material. Such landscaping shall be maintained in good condition and free of noxious weeds. Weeds, including tall grass, may not exceed eight inches in height. Perennial native prairie vegetation including grasses and/or wildflowers as identified by the ~~city Forester~~ **Engineering Department**, installed as a primary component of an approved raingarden, **Managed Native Plantings** or **Landscapes, Bee-Friendly Lawn, a newly established seeding of Managed Native Plantings or Landscape**, ~~restored prairie~~, is excluded from this rule on a case-by-case basis. **Newly seeded areas must have erosion protection in place per the Engineering Department.** The enforcement policy for this subdivision, and at section 820.15, shall be set and amended from time to time by resolution of the City Council. (Amended, Ord. No. 91-05, Sec. 1; Ord. No. 17-15, Sec. 1)

Subd. 6. Gutters and downspouts.

Existing gutters, leaders and downspouts must be maintained in good working condition as to provide proper drainage of storm water. In no case may storm water be channeled into the sanitary sewer system. Storm water, ice, or snow may not be directed onto, or channeled across walkways or streets where it is likely to be a hazard to life or health.

Subd. 7. Exterior lighting.

For multiple family dwellings, all exterior parking areas and walkways must be provided with an average, maintained, horizontal illumination of six-tenths (0.6) foot-candles. Parking lot illumination must not cause excess amounts of light to be cast on a public street or adjoining property. (See Zoning Code, subsection [510.25](#), subdivision 5.)

Subd. 8. Snow and ice removal.

Snow must be removed from abutting public sidewalks within 12 hours after cessation of snowfall.

Subd. 9. Walks, drives, lawn steps, decks and stoops.

Walks, drives, lawn steps, decks and stoops must be maintained in good repair. (Added, Ord. No. 03-06; Ord. No. 14-02)

Subd. 10. Managed Native Plantings or Landscapes and Bee-Friendly Lawns
The City of Robbinsdale recognizes Minnesota State Statute 412.925 allowing for privately-owned native landscapes in statutory or home rule charter cities. No permit is required for a Managed Native Planting or Landscape and Bee-Friendly Lawn, but with the recent expansion of native plants in private landscapes minimum maintenance standards in City Code are needed. Note that the standards are not designed to regulate other ornamental plantings of grasses, forbs, ferns or shrubs that may or may not be native as long as their boundaries with managed turfgrass areas are visually obvious. The required maintenance standards for such lawns are listed below:

1. **Regular weeding/eradication of harmful or invasive non-native plants, or noxious weed species as listed by the Minnesota Department of Agriculture.**
2. **Regular cutting/eradication of volunteer trees.**
3. **Woody shrubs cannot exceed 5 feet.**
4. **Vegetation cannot block property address numbers, the front door, house number, or front walkway of a property.**
5. **Vegetation cannot fall into the ROW, alleys or sidewalks, or block the visual traffic sight lines at intersections as Per 510.25 sub 2 (G)(3) AND 820.15.**

- 4) The following summary clearly informs the public of the intent and effect of the ordinance and is approved for publication:
- a. To update the language within the code to better express the functions of the city regarding vegetation.
- 5) This ordinance shall be effective immediately upon its passage and publication.

First Reading: YEAS:

NAYS:

Second Reading: YEAS:

NAYS:

PASSED AND ADOPTED BY THE CITY COUNCIL ON THIS ___ DAY OF ____, 2026.

Bradley Sutton, Mayor

ATTEST:

Chase Peterson-Etem, City Clerk

(SEAL)

City of Robbinsdale

Public Hearing Notice

NOTICE IS HEREBY GIVEN that there will be a meeting of the Planning Commission of the City of Robbinsdale, Minnesota on **Thursday, April 16th, 2026, at 7:00 p.m.** for consideration of a zoning text amendment to sections 425, 825, and 835 of City Code. These text changes are in relation to tree management and updated language for managed native plantings. The meeting will be held in the City Council Chambers at Robbinsdale City Hall, 4100 Lakeview Ave. N, Robbinsdale MN 55422.

Any and all persons desiring to be heard shall be given an opportunity at the above stated time. Residents seeking further information on the public hearing should contact Assistant Planner Will Bucheger at 763-531-1269 or wbucheger@robbinsdalemn.gov.

By: Will Bucheger, Assistant Planner

TO: Mayor and City Council
PREPARED BY: Richard McCoy, City Engineer/Public Works Director
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: MPCA PFAS Sampling Project

Background:

City Council Members would be aware of the issue of the PFAS family of compounds being present in many groundwater sources throughout the country, and the Federally mandated requirement to reduce the concentration of these chemicals in drinking water to below established standards by April of 2029.

Robbinsdale has detected these chemicals in our well water at small levels, but still above mandated concentrations. City staff is working with our Consultant (AE₂S) to prepare a Feasibility Report that will investigate multiple options to determine which treatment method is best for our circumstances.

City staff is also working with the Minnesota Pollution Control Agency (MPCA) who will be performing additional testing of surface and groundwater in an attempt to better define the sources of the PFAS that have been found in Well #5 (located in the SW corner of Lowry Avenue and Drew Avenue). These additional tests will provide better understanding of the situation and may help guide the ultimate treatment method. Surface water will be sampled in Grimes Pond and in one of ponds in Lakeview Terrace Park. The groundwater testing will require additional boreholes in strategically located areas ‘upstream’ of Well #5.

The MPCA and their Consultant have selected three locations for the boreholes as follows –

Triangle Park (NE of the intersection of 40th Avenue and Orchard Avenue).

Lakeview Terrace Park (in the northern cul-de-sac of the parking lot / boat launch entry road on the eastern side of the park)

South Halifax Park (in 31½ Avenue between Grimes Avenue and Halifax Avenue).

Diagrams of the surface sampling and boring locations have been included as an Attachment for Council Members information. The diagrams for the boring sites show the adjacent area at each site needed to establish the drilling rig and ancillary equipment for the boreholes. Provision for pedestrian movement during the project will be made as part of the set up. Traffic control plans have been submitted are deemed acceptable to City Engineering staff.

Analysis:

City staff have been advised that the work at the three sites (combined) will take up to 4 four weeks dependent on weather, conditions found underground and equipment performance. The MPCA have an established method of disposing of the drill cuttings and water that minimizes contamination (albeit at very low levels) into stormsewer. Water and cuttings are settled in modified roll-off bins/dumpsters with the water being decanted off into the sanitary sewer and the solids shipped to an approved site.

In addition to the three boring sites, a processing area of approximately 60' x 60' within short distance to a sanitary manhole / lift station is required to perform the separation of the cuttings and the water. The processing area will consist of two of the roll-off bins/dumpsters, a centrifuge to help separate liquids from solids and a pump to discharge decanted liquids. Finding a site of this size within a fully developed city is difficult. Staff have identified a site in the vicinity of Lift Station #3 (SW corner of 38th Avenue and Toledo Avenue) as a suitably large enough site to accommodate the size needs. This land is currently un-platted land leftover from the Highway 100 expansion about 25 years ago. The MPCA is liaising with MnDOT to obtain approval to use this space. A location map and schematic of the processing area have been included as an Attachment for Council Members information.

City staff have been advised that the processing area will be needed for the duration of the boring phase of the project (up to four weeks) plus an additional period (up to six weeks) to finalize processing and schedule pick up of the equipment. The processing area is planned to be surrounded by silt fencing and an orange construction fencing for the duration of the project.

Site restoration at the three boring sites and processing area will be performed at the conclusion of the project.

This work will be performed at no cost to the City, apart from the sewer fee charged by the Metropolitan Council Environmental Services (MCES) for the flow discharged into the sanitary sewer system (likely to be a max of 30,000 gallons @ \$0.0036/gallon = \$110 approx).

The MPCA and their Consultant have advised City staff that they would like to commence work on this project as early as May 18th. Subject to City Council supporting the project, staff will write to residents adjoining the boring and processing sites to make them aware of the impending work.

In order to proceed with the work, the MPCA requires an Access Agreement to be approved by the City. A copy of the document is attached for Council Members information. The City Attorney has reviewed the document and raises no concerns.

Given the beneficial information to be obtained from this investigation and the minimal cost impact to the City, staff recommend approval of the project and recommend that City Council authorize the City Manager to sign the Access Agreement on behalf of the City.

Recommendation:

By motion, the City Council supports the project by the Minnesota Pollution Control Agency (MPCA) to perform additional boring and testing of groundwater as it relates to sampling for the PFAS family of chemicals, including the temporary use of the area beside Lift Station #3 as a processing site for the millings and water generated by the project. This support is on the understanding that any areas damaged during the course of the work will be restored at the

project's cost.

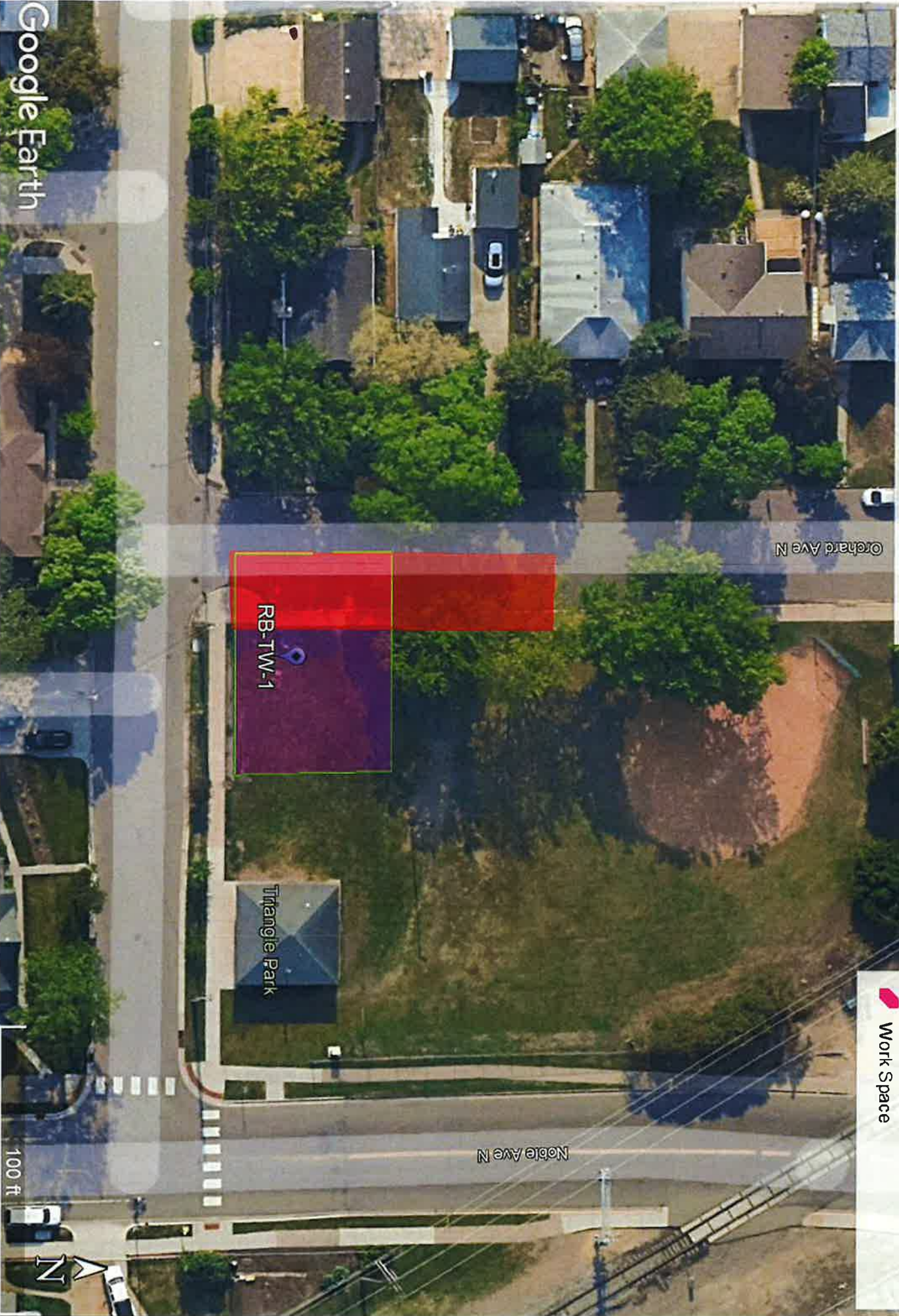
Further, the City Manager be authorized to sign the Access Agreement.

Attachments:




1. MPCA PFAS Surface Sampling and Boring Sites - 05May26
2. Processing Site and Schematic - 05May26
3. City of Robbinsdale Access Agreement - 05May26

Robbinsdale Proposed Drilling Location 1

Triangle Park
City-Owned Parcel (PIN: 0602924240059)



Legend

-  NB Lane Closure of Orchard Ave
-  Proposed Drilling Location
-  Work Space

Google Earth

Robbinsdale Proposed Drilling Location 2

City-Owned Parcel (PIN: 0502924330021)



Google Earth

Birdtown Plaza

Lakeview Ave N

81

RB-TW-2

Legend

- Closure to Vehicle Traffic
- Pedestrian Access Pathway (Indicated with Cones)
- Proposed Drilling Location
- Work Space

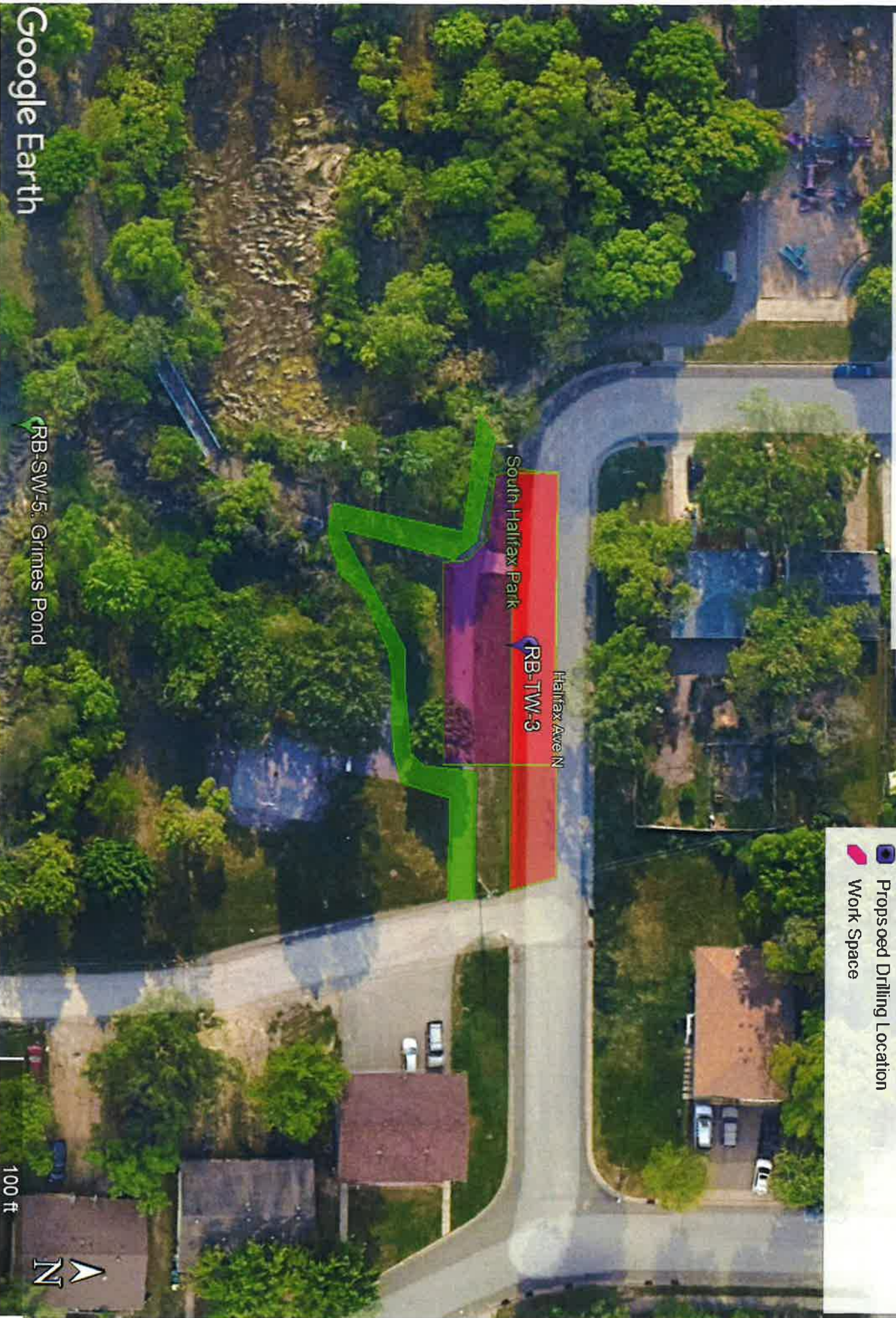
200 ft



Robbinsdale Proposed Drilling Location 3

South Halifax Park
City-Owned Parcel (PIN: 0702924410064)

- Legend**
- East-Bound Lane Closure of Halifax Ave
 - Pedestrian Access Pathway (Indicated with Cones)
 - Proposed Drilling Location
 - Work Space



Google Earth

RB-SW-5, Grimes Pond

100 ft



Surface Sampling Location 5

Access from South Halifax Park (P.N.: 0702924410064)
Surface Water and Sediment Sample

RB-SW-5: Grimes Pond

South Halifax Park

Halifax Ave N

Grimes Ave N

Legend

▲ Surface Sampling Location

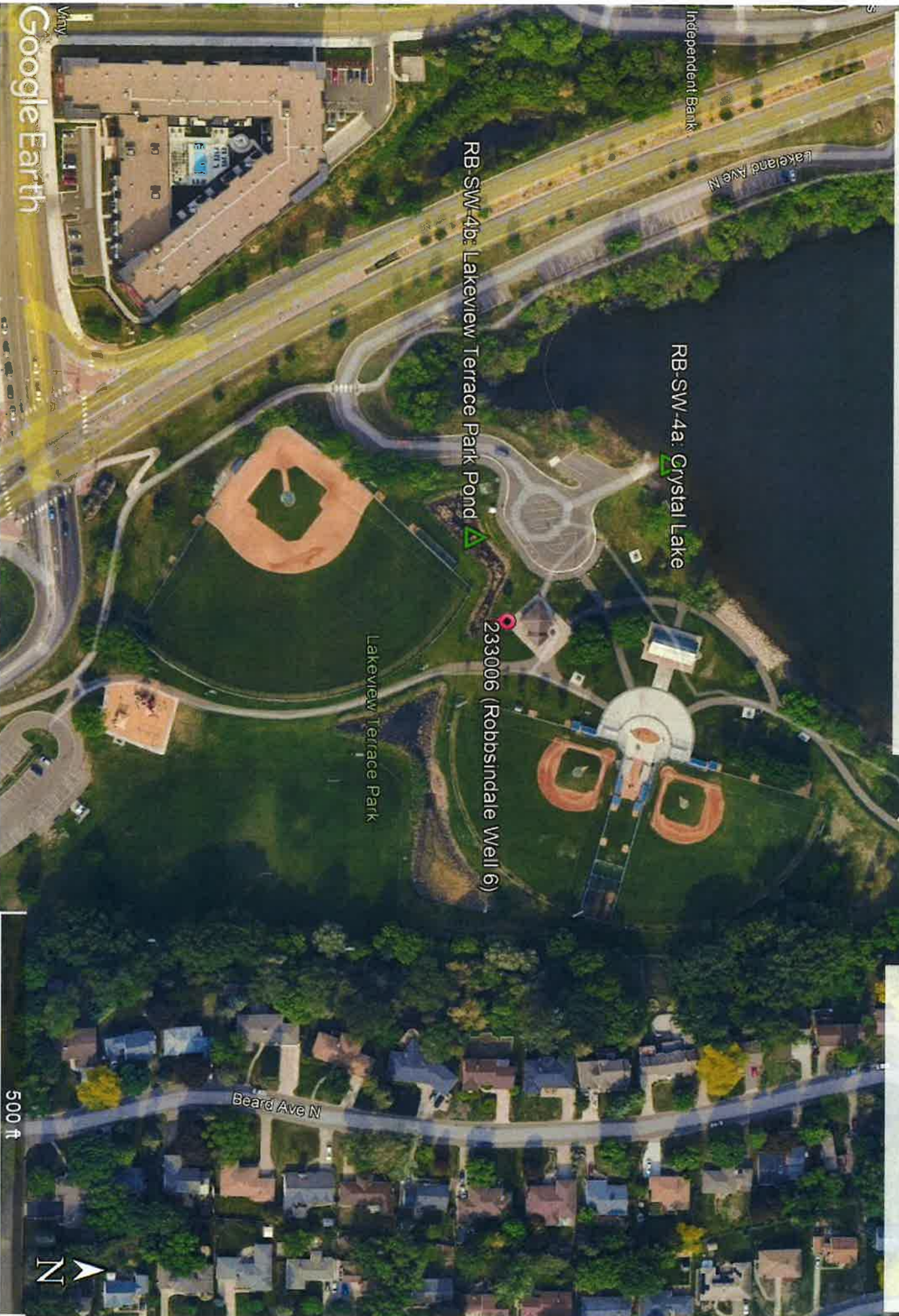
Google Earth

200 ft





Surface Sampling Locations 4a and 4b and Well 6

Access from Lakeview Terrace Park (PIN: 0502924330021)
Surface Water and Sediment Samples and Sample from Robbsindale Well 6



Legend

-  Recommended Well for Sampling
-  Surface Sampling Location

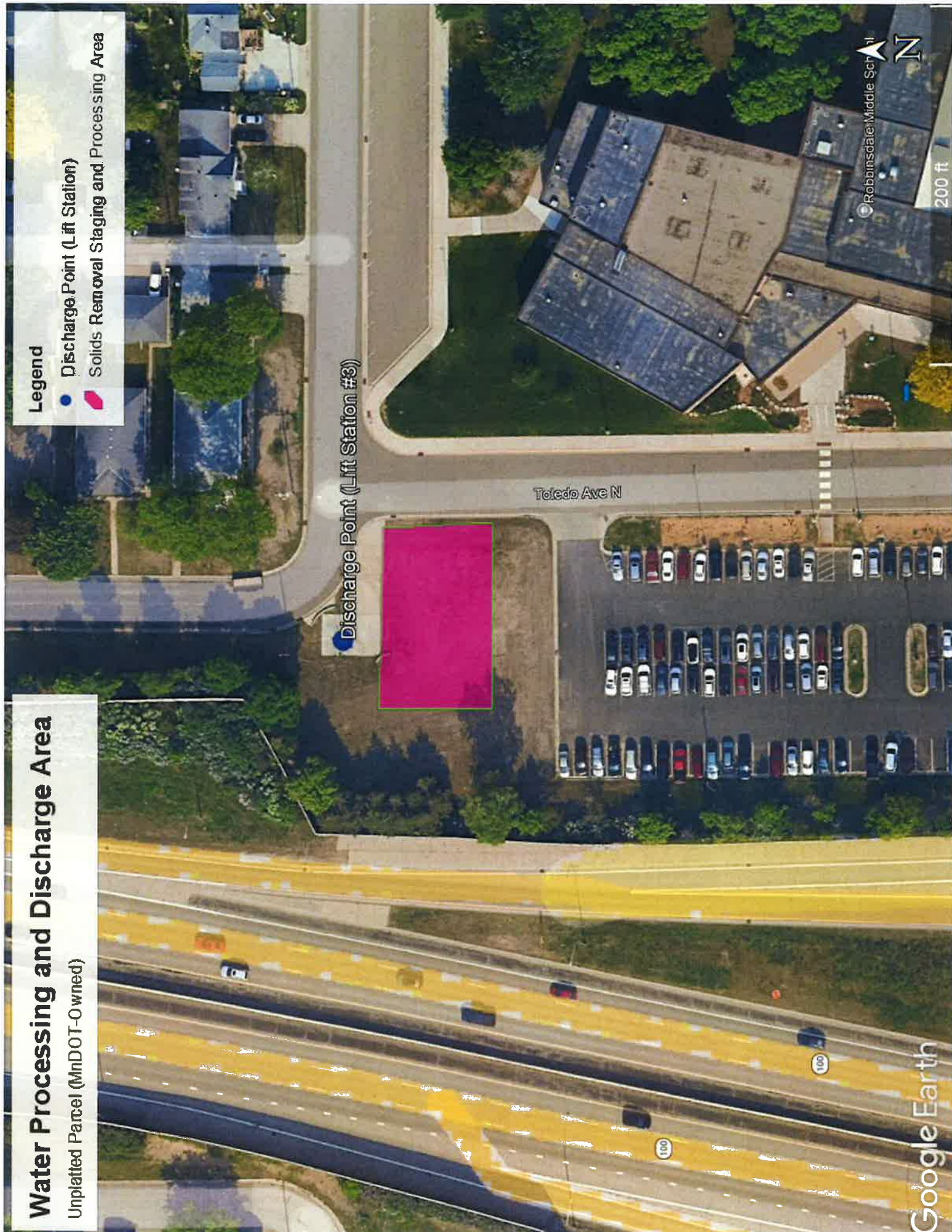
Google Earth

Water Processing and Discharge Area

Unplatted Parcel (MnDOT-Owned)

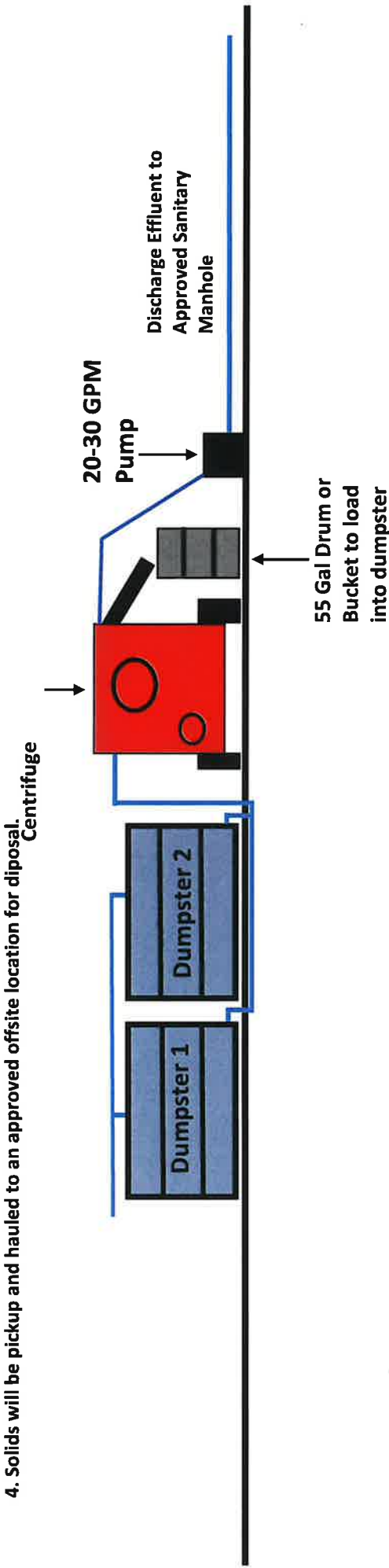
Legend

- Discharge Point (Lift Station)
- Solids Removal Staging and Processing Area



Drilling Fluids IDW Management: Pretreatment Solids Removal Schematic

1. Drill fluid with bentonite is pumped from the rig containment tub with a trash pump into a container onsite. Water is hauled from drill site to separate location by Goliath for processing.
2. At centralized solids-removal and discharge location, the drill fluid is pumped into alternating dumpsters by Goliath to allow solids to settle. One is being filled, the other is being emptied into the centrifuge where the fines are removed from the water.
3. From the centrifuge, the particle-free water is pumped (using a 20-30 gpm pump) and discharged to the designated sanitary manhole. The solids from the centrifuge are dumped into a 55-gal drum.
4. Solids will be pickup and hauled to an approved offsite location for disposal.



Background

The Minnesota Pollution Control Agency (MPCA) is investigating and/or responding to a release or threatened release of hazardous substances or pollutants or contaminants in and around the property owned by **City of Robbinsdale** legally described in **Hennepin** County records as property identification numbers (PIN or PID) **0602924240059, 0502924330021, 0702924410064, and 0702924410064** (the "Property. The MPCA is authorized to take these actions under Minnesota Statute § 115B.17 subd. 1. The MPCA is authorized to enter upon public or private property to take such actions under Minnesota Statute §§ 115B.17, subd. 1, 2 and 4 and 115.04, subd. 3.

Agreement

1. **Parties.** The Parties to this Agreement are:

- A. Minnesota Pollution Control Agency (MPCA); and
- B. **City of Robbinsdale** (the "Property Owner").

2. **Access.** The Property Owner hereby consents and provides authorization to the MPCA, its employees, agents, and contractors to enter the Property for the following purposes:

Investigating and/or taking such response actions as the MPCA deems necessary to respond to the release or threatened release of hazardous substances and pollutants or contaminants at the Property located at **Hennepin** County property identification numbers (PIN or PID) **0602924240059, 0502924330021, 0702924410064, and 0702924410064** including **collecting analytical soil, groundwater, and surface water samples for per- and polyfluoroalkyl substances (PFAS as depicted in the attached Figures. To facilitate groundwater sampling, MPCA contractors will advance a temporary boring as depicted in the attached Figure(s).**

3. **MPCA obligations.** The MPCA will notify the Property Owner at least 48 hours before entering the Property. Work will be conducted during the hours of 8:00 a.m. to 5:00 p.m. unless the MPCA receives permission to conduct work during different hours. Unless emergency conditions require a more rapid response, MPCA Emergency Response will attempt to give as much notice as possible and work hours will be as needed to abate emergency conditions.

4. **MPCA and Property Owner precautions regarding work.**

- A. The MPCA will conduct its activities so as to avoid unreasonable interference with the use of the Property. If any portion of the Property must be disturbed as a result of MPCA's activities, the MPCA will restore the property as close to its original condition as is reasonably possible under the circumstances.
- B. The Property Owner will take reasonable precautions to ensure that the equipment of MPCA and its contractors on the property is not damaged, and that the work being conducted by MPCA, its employees, agents and contractors is not disrupted.

5. **Minnesota Department of Health (MDH) Permits and well sealing.** The MPCA will obtain all necessary MDH permits for installation and maintenance of any borings, monitoring wells, remediation wells, and/or water wells installed by MPCA or its contractors. Upon completion of all necessary sampling or remediation, the MPCA will seal the borings, monitoring wells, remediation wells and/or water wells in accordance with state law.

6. **Communication.** Unless otherwise specified, the following entities shall be the contacts for any written communications related to this agreement.

Name (please print): _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Email: _____

7. **MPCA Contact Information.** All reports or other documents sent to the MPCA should be addressed to the MPCA Contact. The MPCA contact for this project is:

Lindsay Brown
Minnesota Pollution Control Agency
Site Assessment Program
520 Lafayette Road North
St. Paul, MN 55155-4194
651-757-2347
lindsay.brown@state.mn.us

8. **MPCA liability.** The MPCA shall be liable for injury to or loss of property, or personal injury or death, caused by an act or omission of any employee of the State in the performance of the work described above, under the circumstances where the State, if a private person, would be liable to the claimant, in accordance with Minnesota Statute § 3.736.

9. **Effective date.** This Agreement shall be effective upon the date it is signed by the MPCA.

10. **Rights of MPCA Reserved.** Nothing in this Agreement shall be construed to limit or diminish the right of the MPCA to take any action authorized under by Minnesota Environmental Response and Liability Act (MERLA) or other law with respect to any release or threatened release of a hazardous substance or pollutant or contaminant.

Certification

Note: All lines of the Property Owner signature block must be filled out.

By signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

MPCA Authorized Representative

Print name: _____

Title: _____

Date (mm/dd/yyyy): _____

Signature: _____

Check if electronically signing and type name in Signature field.

I certify that I have electronically signed this document.

Property Owner

Print name: _____

Title: _____

Date (mm/dd/yyyy): _____

Signature: _____




Check if electronically signing and type name in Signature field.

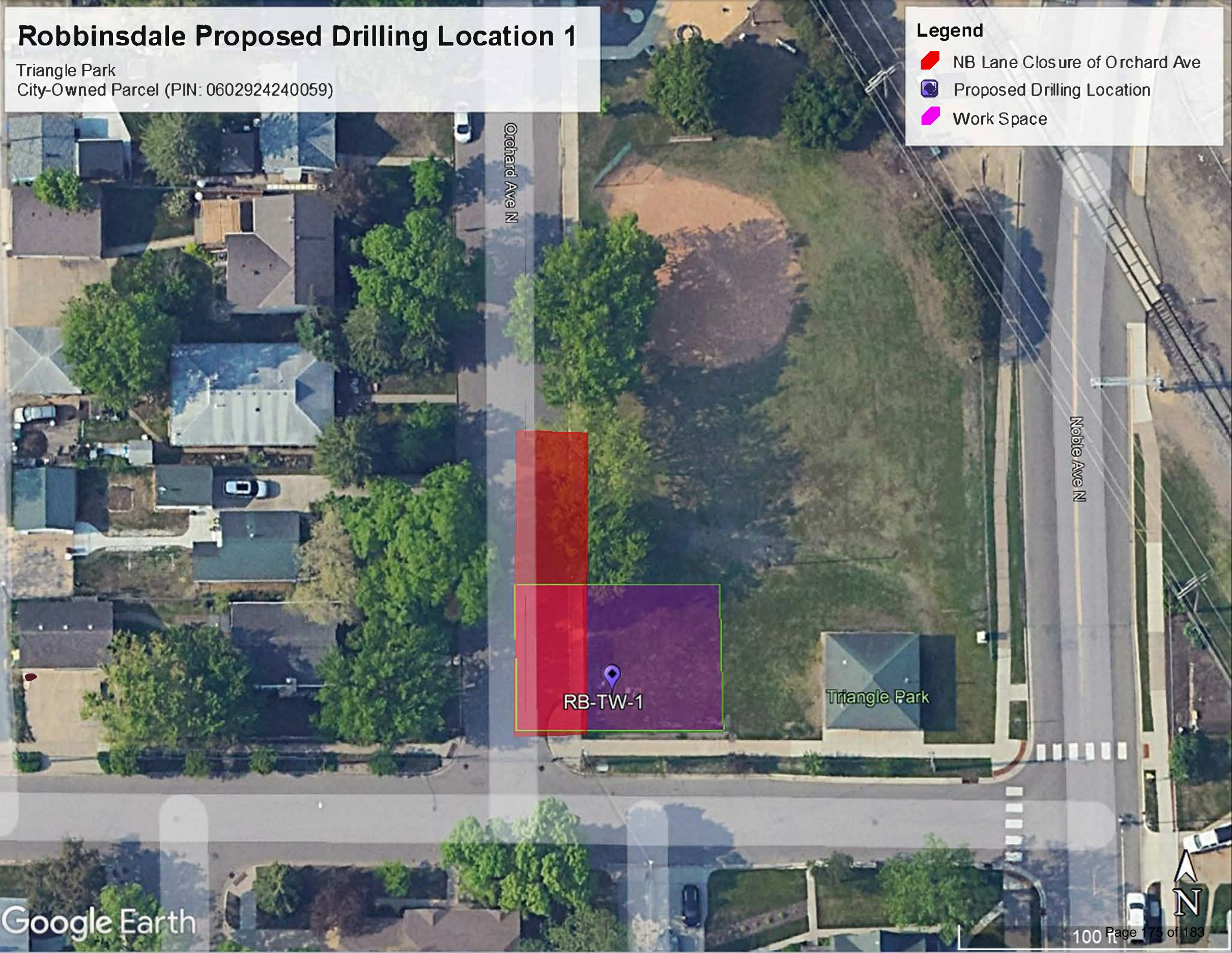
I certify that I have electronically signed this document.

Robbinsdale Proposed Drilling Location 1

Triangle Park
City-Owned Parcel (PIN: 0602924240059)

Legend

-  NB Lane Closure of Orchard Ave
-  Proposed Drilling Location
-  Work Space



Orchard Ave N

Noble Ave N

RB-TW-1





Triangle Park



Robbinsdale Proposed Drilling Location 2

City-Owned Parcel (PIN: 0502924330021)

Legend

-  Closure to Vehicle Traffic
-  Pedestrian Access Pathway (Indicated with Cones)
-  Proposed Drilling Location
-  Work Space



Lakeland Ave N

RB-TW-2

Birdtown Flats





81



Robbinsdale Proposed Drilling Location 3

South Halifax Park
City-Owned Parcel (PIN: 0702924410064)

Legend


-  East-Bound Lane Closure of Halifax Ave
-  Pedestrian Access Pathway (Indicated with Cones)
-  Proposed Drilling Location
-  Work Space

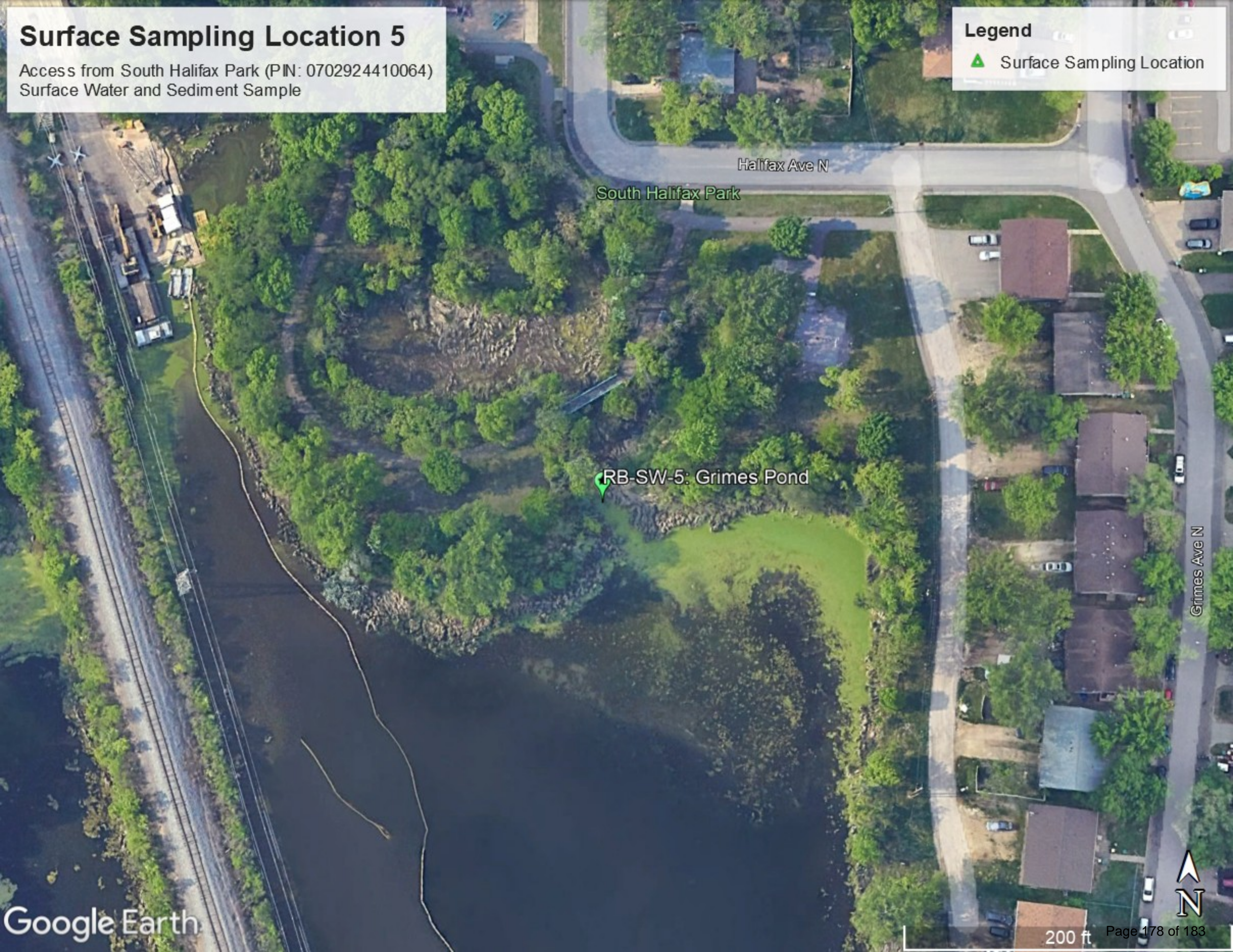


Surface Sampling Location 5

Access from South Halifax Park (PIN: 0702924410064)
Surface Water and Sediment Sample

Legend

 Surface Sampling Location



Halifax Ave N
South Halifax Park



RB-SW-5: Grimes Pond

Grimes Ave N

Surface Sampling Locations 4a and 4b and Well 6

Access from Lakeview Terrace Park (PIN: 0502924330021)
Surface Water and Sediment Samples and Sample from Robbsindale Well 6

Legend

-  Recommended Well for Sampling
-  Surface Sampling Location



RB-SW-4a: Crystal Lake

233006 (Robbsindale Well 6)

RB-SW-4b: Lakeview Terrace Park Pond

Lakeview Terrace Park

Lakeland Ave N

Beard Ave N

TO: Mayor and City Council
PREPARED BY: Chase Peterson-Etem, Assistant City Manager
APPROVED BY: Tim Sandvik, City Manager
DATE: May 5, 2026
RE: Voucher Requests Pending Approval for Disbursement

Background:

The check register dated 5/5/26 reflects the voucher requests pending approval for disbursement.

The check register dated 4/22/26 through 5/5/26 is a list of vouchers requiring payment for city funds, Deputy Registrar, liquor, and miscellaneous purchases. The payments are required prior to the next Council meeting.

Analysis:

None

Recommendation:

By motion, approve disbursement requests for the period ending 5/5/2026.

Attachments:

1. Disbursement Report

CHECK REGISTER FOR CITY OF ROBBINSDALE

CHECK DATE 04/22/2026 - 05/05/2026

Check Date	Check	Vendor Name	Amount
	Bank GENCK CORPORATE CHECKING		
04/22/2026	1675(E)	MINNESOTA UI FUND	13,589.58
04/23/2026	1666(A)	XCEL ENERGY	3,093.68
04/23/2026	1667(A)	CAPITOL BEVERAGE SALES LP	6,882.80
04/23/2026	1668(A)	POTENTIA MN SOLAR FUND 1, LLC	1,890.25
04/28/2026	223609	4815 EXCELSIOR LLC	807.50
04/28/2026	223610	AIRGAS SAFETY INC	110.70
04/28/2026	223611	ALLSTREAM	200.40
04/28/2026	223612	ARC IMAGING RESOURCES	270.90
04/28/2026	223613	ARC IMAGING RESOURCES	160.00
04/28/2026	223614	BIG BLUE BOX	335.00
04/28/2026	223615	BOUND TREE MEDICAL	120.86
04/28/2026	223616	BRATT TREE CO	100.00
04/28/2026	223617	BREAKTHRU BEVERAGE MINNESOTA	15,867.71
04/28/2026	223618	BRYAN STEENERSON	868.39
04/28/2026	223619	CENTER FOR ENERGY AND ENVIRON	1,870.00
04/28/2026	223620	CINTAS CORP	178.34
04/28/2026	223621	CORE & MAIN	406.24
04/28/2026	223622	COREMARK METALS	49.15
04/28/2026	223623	CRYSTAL, CITY OF	4,415.01
04/28/2026	223624	DEBRA KIMLINGER	612.39
04/28/2026	223625	DENYS & ANDREAS SPIESS	95.21
04/28/2026	223626	DIANE REGEHR	394.25
04/28/2026	223627	DYLAN HILJUS	342.56
04/28/2026	223628	EARL F. ANDERSEN INC	1,704.70
04/28/2026	223629	EDWARD MACKAY	71.49
04/28/2026	223630	ERIN SPARKS	336.22
04/28/2026	223631	EVAN BALLMAN	200.57
04/28/2026	223632	GRAINGER	42.59
04/28/2026	223633	GREGG HARRISON	337.70
04/28/2026	223634	HENNEPIN COUNTY ACCOUNTS RECE	14,738.50
04/28/2026	223635	HENNEPIN COUNTY TREASURER	9,142.63
04/28/2026	223636	HERITAGE LANDSCAPE SUPPLY GRO	4,004.01
04/28/2026	223637	HOHENSTEINS, INC.	1,799.75
04/28/2026	223638	INDELCO PLASTICS CORPORATION	29.68
04/28/2026	223639	INSIGHT BREWING COMPANY, LLC	131.00
04/28/2026	223640	JAMES LEWANDOWSKI	111.03
04/28/2026	223641	JASPER HOLDCO LLC	3,587.26
04/28/2026	223642	JEAN WITCZEK	585.67
04/28/2026	223643	JEANETTE LARSON	106.07
04/28/2026	223644	JEFFREY PETERSEN	224.18
04/28/2026	223645	JOEL KONKOL	233.25
04/28/2026	223646	JOHNSON BROTHERS LIQUOR COMPA	13,183.46
04/28/2026	223647	KENNEDY & GRAVEN, CHARTERED -	1,086.00
04/28/2026	223648	KUZNIA, ROBERT	361.02
04/28/2026	223649	LANGANO HOUSING LLC	978.51
04/28/2026	223650	LEAGUE OF MN CITIES INS TRUST	99,516.00
04/28/2026	223651	LYNN PEAVEY COMPANY	557.81
04/28/2026	223652	MC TOOL & SAFETY SALES	173.10
04/28/2026	223653	MEGA BEER LLC	310.25
04/28/2026	223654	METROPOLITAN COUNCIL	91,090.58
04/28/2026	223655	MICHAEL ROQUET	233.70
04/28/2026	223656	MICHELLE CLOVER	202.69
04/28/2026	223657	MODIST BREWING CO LLC	714.70
04/28/2026	223658	O'REILLY AUTO PARTS	47.06
04/28/2026	223659	OFFICE DEPOT	119.48
04/28/2026	223660	OMOLARA AKANMU	224.06
04/28/2026	223661	OPTUM FINANCIAL INC	370.50
04/28/2026	223662	PAUSTIS WINE COMPANY	703.00
04/28/2026	223663	PHILLIPS WINE & SPIRITS	2,435.97
04/28/2026	223664	POMP'S TIRE SERVICE INC	588.60
04/28/2026	223665	QUADIENT LEASING USA, INC.	1,210.56
04/28/2026	223666	RAFTERS BREWING LLC	348.00
04/28/2026	223667	RES-CARE INC	300.00
04/28/2026	223668	ROBBINSDALE DEPUTY REGISTRARS	3,320.56
04/28/2026	223669	RYAN PROPERTY MANAGEMENT, LLC	459.64
04/28/2026	223670	SARAH L POLI	103.38
04/28/2026	223671	SIVILAY LLC	66.42
04/28/2026	223672	SOUTHERN WINE & SPIRITS OF MN	9,312.68
04/28/2026	223673	STEEL TOE BREWING LLC	190.00
04/28/2026	223674	SUPERIOR FORD INC	61.28
04/28/2026	223675	T-MOBILE USA INC	2,621.36

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Check Date	Check	Vendor Name	Amount
	Bank GENCK CORPORATE CHECKING		
04/28/2026	223676	TDS METROCOM LLC	66.35
04/28/2026	223677	THE ALLIANCE, INC.	60,175.00
04/28/2026	223678	THE ESTATE OF MARILYN J. SCHL	221.50
04/28/2026	223679	THE WINE COMPANY	370.00
04/28/2026	223680	TWIN CITIES TRANSPORT & RECOV	300.00
04/28/2026	223681	TWIN CITY GARAGE DOOR COMPANY	3,698.00
04/28/2026	223682	VALPAK FRANCHISE OPERATIONS,	485.50
04/28/2026	223683	VESTIS	138.53
04/28/2026	223684	VETERAN SHREDDING LLC	85.00
04/28/2026	223685	VINCENT PROMOTIONS LLC	2,597.60
04/28/2026	223686	WESTECH ENGINEERING, LLC	4,912.36
04/30/2026	1670(A)	AXON ENTERPRISE INC	6,416.55
04/30/2026	1671(A)	CAPITOL BEVERAGE SALES LP	4,058.95
04/30/2026	1672(A)	QUADIENT FINANCE USA INC	527.15
04/30/2026	1673(A)	SANDVIK, TIM	55.00
04/30/2026	1674(E)	MSRS	9,057.09
05/05/2026	223690	OPERATING ENGINEERS LOCAL 49	1,781.21
05/05/2026	223691	ROBBINSDALE POLICE ASSOCIATIO	46.00
05/05/2026	223692	METROPOLITAN LIFE INSURANCE C	10,462.66
05/05/2026	223693	A.J. GALLAGHER RISK MANAGEMEN	450.00
05/05/2026	223694	ABDO LLP	5,850.00
05/05/2026	223695	ACTION FLEET INC.	192.50
05/05/2026	223696	ADAM'S PEST CONTROL INC	60.63
05/05/2026	223697	ANOKA CO COON RAPIDS LIC CENT	2,224.46
05/05/2026	223698	ASPEN MILLS INC	151.70
05/05/2026	223699	BELLBOY CORP	1,903.05
05/05/2026	223700	BERGMAN LEDGE, LLC	213.00
05/05/2026	223701	BREAKTHRU BEVERAGE MINNESOTA	16,235.50
05/05/2026	223702	BRIAN & MEGAN MACBETH	7,595.76
05/05/2026	223703	CENTER FOR ENERGY AND ENVIRON	2,573.60
05/05/2026	223704	CENTURYLINK	62.80
05/05/2026	223705	CINTAS CORP	306.78
05/05/2026	223706	CITY OF BROOKLYN PARK	1,112.23
05/05/2026	223707	CITY OF NEW BRIGHTON	1,112.23
05/05/2026	223708	CITY OF ROSEVILLE	1,112.23
05/05/2026	223709	CITY OF WAYZATA	1,112.23
05/05/2026	223710	CLAREY'S SAFETY EQUIPMENT INC	150.00
05/05/2026	223711	COMPTON'S COMMERCIAL CLEANING	3,856.66
05/05/2026	223712	COREMARK METALS	18.97
05/05/2026	223713	CRYSTAL, CITY OF	9,606.43
05/05/2026	223714	CULLIGAN BOTTLED WATER	72.74
05/05/2026	223715	FAST TRACK PRODUCTS INC	81.00
05/05/2026	223716	FES INC	285.87
05/05/2026	223717	GRAYMONT (WI) LLC	5,761.38
05/05/2026	223718	HEALTH PARTNERS	5,206.00
05/05/2026	223719	HENNEPIN CO SERV CENTER MAPLE	7,785.61
05/05/2026	223720	HENNEPIN COUNTY ACCOUNTS RECE	18,651.60
05/05/2026	223721	HERITAGE LANDSCAPE SUPPLY GRO	775.57
05/05/2026	223722	HIRSHFIELD'S	5.35
05/05/2026	223723	HOHENSTEINS, INC.	3,158.55
05/05/2026	223724	INBOUND BREWCO	228.00
05/05/2026	223725	JOHNSON BROTHERS LIQUOR COMPA	14,281.55
05/05/2026	223726	JT SERVICES OF MINNESOTA	9,840.00
05/05/2026	223727	KENNEDY & GRAVEN, CHARTERED	3,630.00
05/05/2026	223728	KILLMER ELECTRIC COMPANY INC	590.96
05/05/2026	223729	KIRVIDA FIRE INC.	1,116.24
05/05/2026	223730	MACQUEEN EQUIPMENT GROUP	2,515.00
05/05/2026	223731	MARTIN MARIETTA MATERIALS INC	1,569.53
05/05/2026	223732	MINNEAPOLIS SAW INC.	343.55
05/05/2026	223733	MN DEPT OF LABOR & INDUSTRY	1,691.69
05/05/2026	223734	O'REILLY AUTO PARTS	406.60
05/05/2026	223735	OFFICE DEPOT	76.37
05/05/2026	223736	OFFICE OF MINNESOTA IT SERVIC	436.80
05/05/2026	223737	PAUSTIS WINE COMPANY	952.50
05/05/2026	223738	PEREGRINE AWARDS & PROMOTIONA	117.02
05/05/2026	223739	PHILLIPS WINE & SPIRITS	5,093.75
05/05/2026	223740	PLAISTED COMPANIES	269.50
05/05/2026	223741	PRECISE MOBILE RESOURCE MANAG	49.00
05/05/2026	223742	PRYES BREWING COMPANY	1,411.25
05/05/2026	223743	RAFTERS BREWING LLC	926.00
05/05/2026	223744	RCN TECHNOLOGIES	493.62

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Check Date	Check	Vendor Name	Amount
Bank GENCK CORPORATE CHECKING			
05/05/2026	223745	SAINT LOUIS PARK LICENSE BURE	1,112.23
05/05/2026	223746	SOUTHERN WINE & SPIRITS OF MN	6,886.09
05/05/2026	223747	THATCHER COMPANY INC	13,537.80
05/05/2026	223748	TOTAL MECHANICAL SERVICES, IN	772.00
05/05/2026	223749	TOWN & COUNTRY FENCE	450.00
05/05/2026	223750	TWIN CITIES TRANSPORT & RECOV	300.00
05/05/2026	223751	URBAN GROWLER BREWING COMPANY	594.50
05/05/2026	223752	VENN BREWING COMPANY	259.00
05/05/2026	223753	VESTIS	99.29
05/05/2026	223754	WINE MERCHANTS INC	2,795.03
05/05/2026	223755	ZIEGLER INC	1,332.06
GENCK TOTALS:			
Total of 153 Checks:			598,253.40
Less 0 Void Checks:			0.00
Total of 153 Disbursements:			<u>598,253.40</u>
Bank PRCK PAYROLL CHECKING			
04/24/2026	1237(E)	PUBLIC EMPLOYEES RETIREMENT A	71,315.10
04/30/2026	1241(E)	ICMA	6,567.16
05/05/2026	1238(E)	MN DEPT OF REVENUE	16,388.78
05/05/2026	1239(E)	INTERNAL REVENUE SERVICE	76,726.96
PRCK TOTALS:			
Total of 4 Checks:			170,998.00
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			<u>170,998.00</u>
REPORT TOTALS:			
Total of 157 Checks:			769,251.40
Less 0 Void Checks:			0.00
Total of 157 Disbursements:			<u>769,251.40</u>