



CITY COUNCIL SPECIAL MEETING

April 16, 2021

5:30 PM

Fridley Civic Campus, 7071 University Avenue N.E.

The City of Fridley will not discriminate against or harass anyone in the admission or access to, or treatment, or employment in its services, program, or activities because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance. Upon request, accommodation will be provided to allow individuals with disabilities to participate in any of Fridley's services, programs, and activities. Hearing impaired persons who need any interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at (763) 572-3500. (TTD/763-572-3534).

AGENDA

The April 12, 2021 Council meeting was cancelled due to Minnesota Executive Order 21-18, which established a temporary nighttime curfew in Anoka, Dakota, Hennepin and Ramsey Counties. Pursuant to Minnesota Statute § 13D.04, subd. 2, a Special Meeting of the Fridley City Council was scheduled for April 16, 2021 at 5:30 p.m. at Fridley City Hall to conduct the business previously scheduled on its April 12, 2021 agenda.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/PRESENTATIONS

1. Fair Housing Month - April 2021

APPROVAL OF PROPOSED CONSENT AGENDA

APPROVAL OF MINUTES

2. Approve the Minutes from the City Council Meeting of March 22, 2021

OLD BUSINESS

3. Ordinance No. 1387, Amending the Fridley City Code Chapter 6, Commissions, Second Reading

NEW BUSINESS

4. Receive the Minutes from the Planning Commission Meeting of March 17, 2021.
5. Resolution No. 2021-24, Approving Joint Powers Agreement with the State of Minnesota
6. Resolution No. 2021-25, Scheduling a Public Hearing on May 10, 2021 for a Recommended Amendment to the Fridley City Charter Chapter 12 (Miscellaneous Provisions)

- [7.](#) Resolution No. 2021-27, Approving Lot Split #21-02 Petitioned by B & D Mathews Investments LLC (Ward 1)
- [8.](#) Resolution No. 2021-28, Approving Variance #21-03 petitioned by B & D Mathews Investments LLC (Ward 1)
- [9.](#) Resolution No. 2021-30, Approving Change Order No. 3 (Final) for 2019 Street Rehabilitation Project No. ST2019-01

CLAIMS

- [10.](#) Approve Claims Nos. 192302 - 192475

ADOPTION OF REGULAR AGENDA

OPEN FORUM, VISITORS: Consideration of Items not on Agenda – 15 minutes.

REGULAR AGENDA ITEMS

NEW BUSINESS

- [11.](#) Resolution No. 2021-29, Authorizing a Scope of Engineering Services for the 53rd Avenue Turnabout Project ST2021-521
- [12.](#) Resolution No. 2021-31, Authorizing the Execution of a Coon Creek Watershed District Water Quality Cost-Share Agreement
- [13.](#) Ordinance No. 1388, Amending Fridley City Code Chapter 101, Animal Control
- [14.](#) Ordinance No. 1389, Amending Fridley City Code Chapter 11, Fees
- [15.](#) Ordinance No. 1390, Amending Fridley City Code Chapter 205.17, Uses Allowed with a Special Permit, Petitioned by Happy Tails Rescue Foundation, Public Hearing and First Reading (Ward 2)

INFORMAL STATUS REPORTS

ADJOURN



Proclamation

FAIR HOUSING MONTH

April 2021

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability; and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Fridley is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and,

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than 50 years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE, BE IT RESOLVED, that I, Scott J. Lund, Mayor of the City of Fridley, do hereby proclaim the month of April 2021 to be:

FAIR HOUSING MONTH

in the City of Fridley, as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Fridley.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Fridley to be affixed this 30th day of March 2021.

Scott J. Lund, Mayor



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of March 22, 2021

Background

Financial Impact

Recommendation

Staff recommends Council approve the minutes from the City Council meeting of March 22, 2021.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| ☐ Vibrant Neighborhoods & Places | ☐ Community Identity & Relationship Building |
| ☐ Financial Stability & Commercial Prosperity | ☐ Public Safety & Environmental Stewardship |
| ☒ Organizational Excellence | |

Attachments and Other Resources

- City Council Minutes – March 22, 2021

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.



CITY COUNCIL MEETING

March 22, 2021

7:00 PM

Fridley Civic Campus, 7071 University Avenue N.E.

MINUTES

PLEDGE OF ALLEGIANCE

CALL TO ORDER

The meeting was called to order at 7:00 p.m.

PRESENT

Scott Lund
Ann Bolkcom
Stephen Eggert
Dave Ostwald
Tom Tillberry

Walter Wysopal, City Manager

PROCLAMATIONS/PRESENTATIONS

1. Proclamation for Dave Kondrick was presented.

APPROVAL OF PROPOSED CONSENT AGENDA

Motion made by Bolkcom. Seconded by Ostwald.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

APPROVAL OF MINUTES

2. Approve the Minutes from the City Council Meeting of March 8, 2021

NEW BUSINESS

3. Resolution No. 2021-19 Authorizing the Execution of a Clean Water Fund Grant Agreement with the Board of Water and Soil Resources and a Grant Agreement with the Rice Creek Watershed District for the Moore Lake Enhancement Project.
4. Resolution No. 2021-20 Approving a 2021 Stormwater Management Grant Agreement with Rice Creek Watershed District for the University Avenue Service Road Project

5. Resolution No. 2021-21, Approval of Gifts, Donations and Sponsorships received between February 12, 2021 and March 12, 2021
6. Approve Resolution No. 2021-22 Requesting Conveyance of Tax Forfeit Property to the Housing and Redevelopment Authority (HRA) in and For the City of Fridley

CLAIMS

7. Claims: 192188 - 192301

OPEN FORUM, VISITORS: Consideration of Items not on Agenda – 15 minutes.

No one from the audience spoke.

ADOPTION OF REGULAR AGENDA

Motion made by Councilmember Ostwald. Seconded by Councilmember Eggert.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

REGULAR AGENDA ITEMS

8. Ordinance No. 1387, Amending the Fridley City Code Chapter 6, Commissions

Wally Wysopal, City Manager, stated staff was trying to be consistent with the aims of the City Council as established with regard to community involvement in its commissions. The City Code regulates City commissions. The City has a Parks & Recreation Commission, Environmental Quality & Energy Commission, and a Planning Commission. The Planning Commission is more of a statutorily created group who advise City Council. As to the others, the City Council has more authority over those with regard to membership and number. Right now, the number of members on the Parks & Recreation Commission is limited to five persons living in the City of Fridley. This ordinance would allow the City to add two additional persons to this commission in order to have more community involvement and voice into what is going on with the Parks & Recreation Commission.

Mr. Wysopal stated this item emanated from the City Council. It went to the Parks & Recreation Commission for consideration, and they were supportive. It is being presented to the Council as the first reading of the ordinance to allow that change.

Mr. Wysopal stated this proposed ordinance amendment also allows the City to do a little more effective rotation. The ordinance currently says the City will allow no more than two commissioners' terms to expire. As the City moves the number of commission members to seven, it will change the section to read the City Council shall make every effort to stagger the appointments so that the terms of no more than three members shall expire in any one year.

Mr. Wysopal stated these changes are allowed by Charter and would amend the City Code to allow the City Council to achieve its aim with regard to community involvement on commissions. If this is approved, the second reading would be held at the next City Council meeting. The appointment to the new position created on the Parks & Recreation Commission would not become official until the ordinance goes into effect.

Motion made by Councilmember Eggert. Seconded by Councilmember Tillberry.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS

9. Resolution No. 2021-23 Approving Appointments to the City of Fridley Commissions

Mayor Lund stated staff received nine applications for three open positions on the City Commissions. The applicants all had nice qualifications. It made Council's decision much tougher because everybody came with certain skills and desire was unanimous among all the applicants. Council is very happy they had a number of applicants step up to fill these positions.

Councilmember Bolkcom asked when the next Parks & Recreation Commission meeting was.

Mr. Wysopal replied, it would be the first Monday of April so they would have another meeting before the ordinance Council just approved on first reading went into effect.

Councilmember Bolkcom stated she was asking because both of those appointees could come to the meeting. One is filling Mr. Kondrick's position. The other one would not be able to vote at the next meeting.

Mayor Lund stated he was going to mention the three candidates they have selected with one of them not having the voting ability until after the ordinance takes effect to allow for the added position.

Mr. Wysopal replied correct. The Council has two positions to appoint within the Parks & Recreation Commission. The first one would become effective immediately, and the second one would become effective upon the ordinance amendment taking effect which would be after the next Parks & Recreation Commission meeting.

Mayor Lund stated there were three positions to fill. One position was on the Environmental Quality & Energy Commission and Council selected was for the EQEC and the Council selected Aaron Klemz. He brought to the table a lot of skills and knowledge in that particular field.

Mayor Lund stated on the Parks & Recreation Commission they came to a consensus that Ken Schultz would replace David Kondrick. Eric Evanson will also be appointed to the Parks & Recreation Commission, but his term will not begin until Ordinance No. 1387 goes into effect. Staff will let all of the candidates know the results. As to the applicants who were not selected, the City will hand on to their applications and may approach them regarding other opportunities to volunteer.

Mayor Lund stated the other Commission members whose three-year terms will be renewing on April 1, 2021, are Mark Hansen and Amy Dritz who are both on the EQEC Commission. The new member on that commission is Aaron Klemz. On the Parks & Recreation Commission, Peter Borman is being reappointed, and Ken Schultz will be appointed to David Kondrick's position. The new position will be filled by Eric Evanson after Ordinance No. 1387 goes into effect. Gordon Backlund would like to be reappointed to the Fridley Housing & Redevelopment Authority for another five-year term. Ross Meisner would like to be reappointed for a three-year term on the Planning Commission. Mark Hansen will be appointed to the Chair position on the Planning Commission.

Motion made by Councilmember Ostwald. Seconded by Councilmember Bolkcom.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

INFORMAL STATUS REPORTS

There were no reports.

ADJOURN

Motion made by Councilmember Ostwald to adjourn. Seconded by Councilmember Eggert.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY, AND THE MEETING ADJOURNED AT 7:32 P.M.

Respectfully Submitted,

Denise M. Johnson
Recording Secretary

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Daniel Tienter, Finance Director/City Treasurer/City Clerk
Melissa Moore, Administrative Services Coordinator/Deputy City Clerk

Title

Ordinance No. 1387, Amending the Fridley City Code Chapter 6, Commissions, Second Reading

Background

Pursuant to Section 2.01.3 of the City Charter, the City Council (Council) may, by ordinance create commissions with advisory powers on any subject of interest to the City of Fridley (City). Chapter 6 of the Fridley City Code (City Code) establishes three such commissions: 1) Planning Commission; 2) Parks and Recreation Commission; and 3) Environmental Quality and Energy Commission.

In 2019, the Council, through a strategic planning effort facilitated by the City Manager, developed the "Focus on Fridley" Strategic Plan. As part of the Community Identify and Relationship Building Focus Area, the Council identified several "aims" designed to improve community engagement and outreach, particularly with traditionally under-represented groups. As part of that effort, the Council recognized a need to expand the membership of the Parks and Recreation Commission from five to seven to be consistent with the size of the other two commissions.

The recommended amendment modifies the membership of commissions generally, increasing it from five to seven. It also modifies the requirement to stagger terms based on the change in membership. The Council approved the first reading of the ordinance at their March 22, 2021 meeting. If the Council approves the second reading and adopts the ordinance, it will become effective on May 1, 2021.

Financial Impact

None.

Recommendation

Staff recommend the Council approve the second reading of Ordinance No. 1387.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☒ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Ordinance No. 1387

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Ordinance No. 1387

Amending the Fridley City Code Chapter 6, Commissions

The City of Fridley does ordain, after review, examination and staff recommendation that Chapter 6, Commissions, of the Fridley City Code be amended as follows:

FRIDLEY CITY CODE CHAPTER 6. COMMISSIONS

(Ref. 55, 314, 348, 351, 520, 584, 606, 705, 846, 863, 871, 937, 1169, 1173, 1237, 1332, 1373)

6.02 COMMISSIONS GENERALLY

1. Membership.

- A. Each commission, unless otherwise indicated, shall consist of ~~five (5)~~seven (7) Fridley residents appointed by City Council.
- B. The commission chairperson shall be elected by the commission membership and shall also serve as a member of the Planning Commission.
- C. The commission members shall be appointed by the City Council for three (3) year terms, except the City Council shall make every effort to stagger the appointments so that the terms of no more than ~~two (2)~~three (3) members shall expire in any one (1) year. Attempt shall be made to have all City wards represented on the commissions. Upon the expiration of their terms of office members shall continue to serve until their successor shall have been appointed.
- D. The commissions shall each year, from their own members choose a chairperson and vice-chairperson. At any meeting of the commissions if the regular chairperson is unable to attend, the vice-chairperson shall act as chairperson.

Passed and adopted by the City Council of the City of Fridley on this 16th day of March, 2021.

Scott J. Lund - Mayor

Daniel Tienter - City Clerk

First Reading: March 22, 2021
Second Reading: April 16, 2021
Publication: April 19, 2021



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager

Title

Receive the Minutes from the Planning Commission Meeting of March 17, 2021.

Background

Financial Impact

Recommendation

Focus on Fridley Strategic Alignment

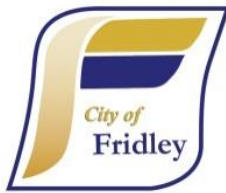
- | | |
|--|---|
| ☒ Vibrant Neighborhoods & Places | ☐ Community Identity & Relationship Building |
| ☐ Financial Stability & Commercial Prosperity | ☐ Public Safety & Environmental Stewardship |
| ☒ Organizational Excellence | |

Attachments and Other Resources

- Minutes from the Planning Commission Meeting of March 17, 2021

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.



FRIDLEY PLANNING COMMISSION

WEDNESDAY MARCH 17, 2021

7:00 P.M.

VIA ZOOM

CALL TO ORDER

Chairperson Kondrick called the Planning Commission Meeting to order at 7:00 p.m.

ROLL CALL

PRESENT: David Kondrick, Mike Heintz, Ryan Evanson, Mark Hansen, Terry McClellan, John Buyse II, and Ross Meisner.

OTHERS PRESENT: Stacy Stromberg, Planning Manager
 Dan Tientner, Finance Director/City Treasurer/City Clerk
 Cristian Chiesa, with B & D Mathews Investments LLC
 Scott Hickok, Community Develop Director
 Tom Robb, Happy Tails Rescue Foundation
 Laura Westphall, Happy Tails Rescue Foundation
 Deb Dahl, Community Services and Employee Resources Director
 Alyssa Kruzel, Community Engagement Specialist
 Jeff Jensen, Operation Manager of Streets, Parks, and Facilities

APPROVE MINUTES

January 20, 2021

Motion by Commissioner Meisner to approve the minutes. Seconded by Vice Chairperson Hansen.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARINGS:

1. **Consideration of a Lot split, LS #21-01, by B & D Matthews Investments LLC, for a lot split to subdivide the lot at 351 74th Avenue into 2 lots.**

Motion by Commissioner Heintz to open the public hearing. Seconded by Vice Chairperson Hansen.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS OPENED AT 7:02 P.M.

2. **Consideration of a Variance, VAR #21-03, by B & D Matthews Investments LLC, in addition to the Lot Split Request, #21-01, the petitioner is requesting that a variance be approved to reduce the lot size of Tract A from 19,000 sq. ft. to 13,500 sq. ft. for the existing 8-unit apartment building.**

Motion by Commissioner Meisner to open the public hearing. Seconded by Commissioner Heintz.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS OPENED AT 7:03 P.M.

Stacy Stromberg, Planning Manager, stated Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split to subdivide the lot to create (2) lots, one for each apartment building.

Ms. Stromberg stated the petitioner is also requesting a variance to reduce the lot size requirement for an 8-unit apartment building from 19,000 square feet to 13,500 square feet in size.

Ms. Stromberg stated the property is located on the corner of the University Avenue Service Drive and 74th Avenue. When the property was platted in 1961, it was platted as Lots 9 and 10, Block 1, Melody Manor. At that time, the land was zoned R-2, Two-Family and that zoning district allowed multi-family as a permitted use. In 1962, the 8-unit building on Lot 9 was constructed and in 1963, the 11-unit building on Lot 10 was constructed.

Ms. Stromberg stated in 1955, the City Council adopted a zoning ordinance that added the R-3, Multi-Family zoning district; however, it still allowed multi-family as a permitted use in the R-2, Two-Family zoning district. When the City adopted a new zoning ordinance in 1969, it revised the permitted uses in the R-2 zoning district, which stated multi-family buildings were no longer allowed in the R-2 zoning district. As a result, the subject properties were considered non-conforming. When a property has a non-conforming status, the buildings can remain as they are, but no expansions or major renovations can take place.

Ms. Stromberg stated in 2003 a neighboring multi-family property owner wanted to tear down their existing garages and build new ones but, because the property was zoned R-2, Two-Family, it was considered non-conforming. So major renovations were not allowed. As a result, the entire block between the University Avenue Service Drive and Lyric Lane;

and 74th Avenue and 75th Avenue were petitioned to be rezoned to R-3, Multi-Family, which was approved by the Council. The change in zoning would allow the use to be conforming, and it also allowed the property owners to re-invest in their properties.

Ms. Stromberg stated in 2008 the petitioner purchased the 11-unit building addressed as 351 74th Avenue, and in 2011 they purchased the 8-unit building that was addressed as 361 74th Avenue. The 11-unit building was licensed with the Minnesota Department of Human Services to operate a Substance Use Disorder Treatment Center operated by Transformation House. When the 8-unit building was purchased, the State had an issue approving the license for the same use because the two buildings were located too close to each other. Staff advised that if the lots are adjacent to each other and are owned by the same party, they could be combined, but also cautioned that it may be more difficult to separate them in the future. The petitioner went ahead and combined the lots with Anoka County in 2011, which is a straightforward process that simply requires a form to be filled out and filed at the Recorder's office.

Ms. Stromberg stated from what staff understands, the partner of B & D Mathews Investments, LLC who filed the paperwork to combine the lots in 2011 recently passed away, and now the ownership group would like the option to sell one of the buildings. In order to do that, the lot needed to be subdivided to what it was before the combination in 2011. Which is the reason for the lot split request.

Ms. Stromberg stated prior to the lots being combined in 2011, each apartment building existed on its own lot. The petitioner is simply asking to have them subdivided back to the way they were when they were platted in 1961.

Ms. Stromberg stated when the apartment buildings were constructed in 1962 and 1963, the properties were zoned R-2, Two-Family, and the 1955 zoning code allowed multi-family uses by right. That code also required a minimum lot size of 16,000 square feet for an 8-unit building and 20,500 square feet for an 11-unit building. Tract A is only 13,500 square feet in size, which did not meet the minimum requirements established in the 1955 code. However, the building permit issued for the Tract A property, which was addressed as 361 74th Avenue specifically states that it was for the construction of an 8-unit apartment building. It is unclear to current City staff why the staff in 1962 would have been allowed that size of building to be constructed when it did not meet the code requirements. It leaves current staff and the City in a difficult situation of allowing a use that was permitted through the issuance of a building permit in 1962 and did not meet code requirements to continue to be used in the same manner. To legally recognize the non-conformity, staff advised the petitioner to apply for a variance.

Ms. Stromberg stated the current R-3, Multi-Family code requires 19,000 square feet for an 8-unit building and 22,000 square feet for an 11-unit building, which is stricter than the 1955 code. Tract B is 23,855 square feet in size, so it meets the code requirements. Tract A is the parcel that requires the variance to recognize the lot size of 13,500 square feet. We are using the current standards to request the variance from 19,000 square feet to 13,500 square feet for the Tract A (361 74th Avenue) parcel.

Ms. Stromberg stated variances may be granted if practical difficulties exist on the property. Practical difficulties are met based on the following findings of fact:

- Is the variance in harmony with the purpose and intent of the ordinance?
 - When the property was developed in 1962, multi-family uses were a permitted use on the subject property and the surrounding parcels. Allowing multi-family uses is the intent of the ordinance, which is what is occupied on-site, therefore meeting the intent.
- Is the variance consistent with the Comprehensive Plan?
 - The 2040 Comprehensive Plan guide this property for multi-family: so consistent with the Plan.
- Does the proposal put the property to use in a reasonable manner?
 - The property will continue to be used as it has been since the 1962 and is considered a reasonable use.
- Are there unique circumstances to the property, not created by the landowner?
 - Unique circumstances do exist on the property; an 8-unit building was permitted to be constructed on the property, despite not meeting the minimum lot size requirements in 1962. That circumstance was created prior to the petitioner owning the property. There have been little to no complaints or code violations on this property, so the property will continue to function as it has for the last 59 years. All other code requirements can be met, except for lot size.
 - This circumstance is also unique because staff today would never recommend granting a variance to lot size. Granting a variance to lot size is essentially created a new minimum in a zoning district. This situation is unique because it is pre-existing and staff would not it to be precedence setting for new developments.
- Will the variance, if granted, alter the essential character of the locality?
 - Granting the variance will not alter the character of the neighborhood and it will allow the City to place stipulations on the variance to help mitigate any negative impacts to the neighborhood.

Ms. Stromberg stated City Staff recommends approval of this lot split request and of the variance request with the following stipulations as practical difficulties exist – pre-existing condition and permitted in 1962:

1. The petitioner and any future property owner shall monitor and maintain on-site parking. There shall be no off-street parking by residents.
2. The petitioner and any future property owner shall comply with all code requirements related to solid waste disposal and recycling collection.

Commissioner McClellan asked how does the City avoid creating this precedence that they do not want to create for the next request that comes across staff's desk?

Ms. Stromberg replied, that is a good question and is something staff went back and forth about. Because it is a pre-existing condition and has functioned in the way that it is going to continue to function for close to 60 years, staff felt like it would be appropriate to approve the variance but keeping in mind that if somebody were to come in and develop more 8-plexes they would need to meet the minimum standards. It is not something staff is going to recommend approving again.

Commissioner McClellan stated he can just see the next petitioner playing that card. Fundamentally it is a good idea. He just does not know what exposure the City might have once it is granted. The other question is what if there is a fire, and that 8-unit has to be either restored or reclaimed, would the City then end up with what would be a 6-unit the next go around or do they have this variance for perpetuity?

Ms. Stromberg replied, they would be able to rebuild it as an 8-unit if this variance is approved. She will say that if they had a lot of vacant land she would be concerned about granting this variance to allow other 8-unit buildings on land that is smaller than what code allows. Sure, it could definitely happen where somebody could see the City is doing something like this and ask the question; however, she does not see it as being a problem for the City.

Commissioner Evanson asked Ms. Stromberg to briefly explain the rationale behind having a certain lot size based on the number of units in the building. What purpose does that serve?

Ms. Stromberg replied, it serves several different things. We want to make sure there is enough land area for parking, greenspace, and stormwater. As they can see, these buildings in this neighborhood were constructed prior to stormwater regulations so none of them have any real stormwater mitigation.

Vice Chairperson Hansen asked Ms. Stromberg if there are any scenarios staff can think of along 47 or 65 that might be similar to this? Where somebody kind of went through a lot combination and may in the future consider a lot split?

Ms. Stromberg replied she really cannot. There are other properties out there that are zoned R-2 that have multi-family structures on them, and they have talked to the Council about that because they wanted to get those rezoned, so they are no longer non-conforming. It is pretty rare that a lot gets combined in a situation like this where there are two apartment buildings that were separated by a property line and then all of a sudden got combined because of same ownership. It is not something they would advise in the future.

Commissioner Meisner stated the two buildings are technically on one lot now. Are they conforming?

Ms. Stromberg replied, yes.

Commissioner Meisner stated if they do not allow the variance, does that prevent the ability to split the lot?

Ms. Stromberg replied, approving the variance will make the use of the 8-unit building conforming. They can still subdivide the lot, without the variance, the 8-unit building will then just be considered non-conforming.

Commissioner Meisner stated if they split the lot but do not do the variance, then it is a non-conforming.

Ms. Stromberg replied, yes.

Commissioner Meisner asked whether the parking on the 8-unit lot is sufficient now for the 8 units?

Ms. Stromberg replied, from what she understands, based on this user, they do not have a lot of parking needs. Potentially if they were to sell it, she could see that they may have some parking issues. That is why they put the stipulation on the variance. Residents need to park on site. It is expected that there may be guests parking on the street here and there. However, they should make sure there is adequate room in the parking lot for their tenants.

Commissioner Meisner stated these are currently being run as a single group of homes for the service they provide. By splitting that are they going to sell the second lot presumably so then this lot cannot be used for that same kind of purpose?

Ms. Stromberg replied, that is a good question for the petitioner.

Cristian Chiesa, with B & D Mathews Investments LLC, to answer the question if the lot is going to be split, they can continue to operate what they are operating right now.

Commissioner Meisner asked even though when they first bought the second lot, they were not allowed to operate the two homes together?

Mr. Chiesa replied, his mother-in-law who recently passed is the person who bought the two properties. When she bought the second one, the first one was already licensed with the Department of Human Services. The application to put the two lots together has been done to make the licensing for the second building faster. He believed that with a longer process, also the second building could have been licensed at the time; but now she is not here anymore to answer the question. His belief is that she did so to have the licensing go faster with the Department of Human Services.

Commissioner Evanson stated so it seems like Mr. Chiesa is not concerned that licensing would be revoked as a result of splitting the lot.

Mr. Chiesa replied, not at all.

Chairperson Kondrick asked Mr. Chiesa, they have a couple of stipulations, and does he understand them and in agreement with them?

Mr. Chiesa replied, yes, they are. Ms. Stromberg submitted them to him earlier, and he repeats now they are completely fine with the stipulations the City is proposing.

Commissioner Heintz asked Ms. Stromberg, if they do not grant the variance, will that affect any sale or anything in the future?

Ms. Stromberg replied, potentially. She guessed it depended upon the lender and if they were going to request zoning information.

Commissioner Heintz asked whether they were going to affect the petitioner's potential sale of the building?

Ms. Stromberg replied, it could potentially be an issue, which is why he is asking for the variance.

Mr. Chiesa stated at this point he would like to say, if they do not approve the variance, to not allow the lot split, because they do not want to have problems in the future selling

the property that does not conform. If they decide the variance is not going to be granted, then he asked Ms. Stromberg if he could request leaving things the way they are?

Ms. Stromberg asked Mr. Chiesa, meaning he would not want the lot split approved either?

Mr. Chiesa replied, correct. Because he does not want to have problems in the future in case they want to sell that building.

Ms. Stromberg stated she will note the Planning Commission is an advisory board to the City Council so they will make a recommendation to the City Council. She is not sure which way the Commission is going at this point but, if they are going to recommend denial of the variance, then the request will go to the Council, at that point you can decide if you want to withdraw completely.

Commissioner McClellan asked whether the land has value in the future that might be greater than what exists now? Meaning could that corner be redeveloped into a bigger, broader, grander something or other. Or is it likely to stay pretty much the same for a while?

Ms. Stromberg replied, that is a good question. It would take a developer or a property owner who is interested in demolishing the existing structures to build new.

Commissioner McClellan stated they have seen it done before, not necessarily with the same set of circumstances.

Ms. Stromberg replied, correct. It is hard to predict however, it is not in one of the City's redevelopment areas, and there is a new condo building to the north.

Scott Hickok, Community Develop Director, stated he would say the likelihood is not great. Presuming what Commissioner McClellan is thinking, that is, with the HRA and what has been before the Commission before from time to time is when the City is purchasing properties, it is consolidating parcels. Doing this in an effort to gain more land area to do a more aggressive project that provides more density and value in the housing area. In this situation, there are independent owners with units that are well taken care of and full in terms of their occupancy on a regular basis. The likelihood is not great when a building is cash flowing well for their owners and the buildings are providing housing, possibly an affordable housing opportunity in the City.

Mr. Hickok stated as to Commissioner's Heintz's point earlier, and he thinks it was well answered, but there is one other piece he would like to add and that is he hears

Commissioner Heintz's concern that not only will it be disclosed but could it be a problem for sale in the future. It does take it back to what it was before, and the property is asking for a variance which now helps in the sale situation. Someone in Ms. Stromberg's office will inevitably be getting a request for a zoning letter if and when this goes up for sale. In that zoning letter it will say that a variance was granted to recognize the lot size as it exists relative to an 8-unit building. By granting this, the Commission is helping that situation. The concern they have is what about a problem in the future where it points back to it being smaller. It does identify the fact that it is smaller but also identifies the fact that a variance was granted to allow it by the City.

Commissioner Buyse stated it looks like Councilmember Eggert asked a question as part of the Q&A section. He was asking if there are two separate ownerships, if the split happens, are there any requirements or concerns for access to 74th? In looking at the pictures, it is kind of hard to tell but it looks like there is a driveway that goes along the west side of the 8-plex. He asked if he was seeing that correctly?

Ms. Stromberg replied, yes, that is correct. They each have their own driveway and parking area and access to 74th Avenue.

Commissioner Meisner stated given they are trying to squeeze a larger unit building into a smaller property or enable that to be okay, he can see the 8 parking spots in the parking lot. He asked whether these are all single units? Are these two-bedrooms, three-bedrooms?

Mr. Chiesa replied one of the units have been modified for the purpose of the operation that is going on in the building. They have one 1-bedroom apartment and six 2-bedroom apartments, and then one unit has been opened to use as a dining area, kitchen, and so forth.

Commissioner Meisner stated currently there are seven active units and six of them are two bedroom.

Mr. Chiesa replied, correct.

Ms. Stromberg asked Mr. Chiesa what is the driving situation for the tenants who occupy the building?

Mr. Chiesa replied their clients cannot bring cars. Only staff are driving into the parking lots.

Commissioner Meisner stated which is great but if this property is split and sold, then the presumption would be they have authorized an 8-unit building with at least six 2-bedroom units on this property that could be used as normal, a regular rental property, right?

Ms. Stromberg replied, correct. Keep in mind that is how it functioned for 50 years before this group purchased the property and started using it as they are.

Commissioner Buyse asked and how long have they been used in this current manner? Obviously not everyone had cars a long time ago.

Ms. Stromberg replied, she believed ten years. She asked Mr. Chiesa to confirm.

Mr. Chiesa replied, the property has been used as a substance use disorder treatment since the purchase. Since 2008, 2011, something like that.

Commissioner Heintz stated as part of the stipulations they have to keep the parking within the property so if anything would change, that could affect the variance and use.

Ms. Stromberg replied, yes.

Commissioner Meisner asked how does the City enforce that? That would seem to be difficult to enforce or monitor if this were to be a market rate apartment, and there are two adults and some kids living in a bunch of units with two cars, how would the City monitor that?

Ms. Stromberg replied, at the time this property was developed, the Code would have required one stall per unit. Obviously, things have changed since then. The City has a lot of old apartment buildings that do not meet the current minimum parking standards. They would need to work with them and let them know they are only allowed one parking stall per unit and, if they have more, they are going to have to find a different place to park them because the City has that ban in the wintertime that does not allow you to even park on the street. Hence the reason for the stipulations on the variance.

Commissioner Buyse stated he always likes to be a planner, thinking ahead. Are there currently enough parking spots in the parking lot for that to be feasible, to even be an option. Currently there are six parking spots or eight?

Ms. Stromberg replied, she would have to pull up the site plan.

Commissioner Meisner stated he is looking at the site plan, and he sees eight parking spots in the back. They seem rather narrow and squeezed in there, but there are eight.

Ms. Stromberg replied, she counts eight as well.

Commissioner Heintz stated they dealt with this on the property over off of Main Street where they made sure they only had enough parking spots for one per each new apartment, and that was part of the request they did over there. They could only have one car.

Ms. Stromberg replied, yes.

Mr. Hickok stated he sees this, one, as a good series of questions and discussion they are having and, two, as probably a bigger factor to a future buyer than the lot size itself. As he mentioned the variance will recognize the lot size. It does take it back to a pre-condition and, as Ms. Stromberg mentioned, it is very much like apartments Fridley has throughout the City of this vintage that had a one-income household and one vehicle. The thing they have really seen as a trend that has changed is that households are going back, for one, to having transit opportunities, and less vehicles. Statistically if they are along routes where they can take advantage of that.

Mr. Hickok stated also, it comes down to management. After all there is a stipulation that also comes along with this that would become filed against the property and becomes a management issue. As you are renting out units, if you can see you are renting out a two bedroom with a family of three with one adult child and all three members of the household have vehicles, there is a decision to be made about renting that unit to somebody with three vehicles when there is only one stall per unit available to folks. It really does become a management issue there, and the City expects that at some point, to answer the question about the enforcement, they may have to deal with management and say, look, you have eight stalls at your site and beyond that, parking on the street is not accepted.

Commissioner Evanson stated the type of property they are talking about is not unique here in Fridley. They probably have a decent amount of inventory that fits this profile. Maybe Mr. Hickok could clarify do they see a lot of issues with landlords not adhering to the Code, having parking issues with cars on the street where there should not be, or do they generally find that Fridley landlords are managing their tenants and landlords in such a way where these would not be concerns?

Mr. Hickok replied, some of those that pre-date the requirements and do not manage them well, do have parking problems. There is no question about it. That is why the

stipulation here was so important is that this owner and the future owner needs to know they are being regulated in a way that takes them beyond what this building was at the time it was built. If they were parking on the street, and they have now two cars per household and all of the units filled, now they have a stipulation, a reason to say, this is not proper. Not just snow parking regulations, but you have a stipulation on a land use approval here that says you cannot park on the street.

Commissioner Meisner asked how common is this situation? Are they exacerbating a problem? They have a lot of old properties and they do not meet with current codes, etc. Should they slow down the train on this kind of thing. He knows having a variance lets the City enforce the parking on an otherwise currently non-conforming property, but are they exacerbating a problem that is kind of widespread in Fridley or not too bad?

Ms. Stromberg replied, she does not see it as being an issue. They have not received any complaints really related to this one although, like the petitioner said, the clients do not drive. However, they do have a lot of other apartment buildings in this vintage and, generally, they are not getting complaints or having issues with the landlords or the apartment with people parking on the street. She does not think they are creating a problem here.

Mr. Hickok stated their snow condition regulation here really changed circumstances for buildings like this where management, whether they were going to do it on their own or whether the snow conditions caused it, really have them talking about street parking. Since then they have found that even though those units that were not designed to have two cars per unit, and they do not have space to expand their parking to two cars per unit, they are either not renting them or they are figuring out a way to occupy those units and still meet the parking demands. That is not to say, in the Charles Anna neighborhood, some of those parking lots are overflowing sometimes. Those are different managers for each of the units and probably not a consistent theme as to how they are managing each of those units.

Mr. Hickok stated it is not impossible to think there are problems out there. There are. However, on units like this when they add a stipulation and they know it is a transit route, it has good transportation opportunities here, that combination has caused them to say, it was not a problem in the first 40-50 years they are talking about. They are looking at taking it back to the exact condition it was then. Now there is more opportunity for the transit, the biking, the trails, and all of that the City has created. Also, they have an owner who knows they are stepping into this condition. He does not fear it, he does not think Ms. Stromberg fears it, or they would not be seeing a staff recommendation for approval.

Motion by Commissioner McClellan to close the public hearing. Seconded by Vice Chairperson Hansen.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CLOSED AT 7:47 P.M.

MOTION by Commissioner Heintz approving a Lot split, LS #21-01, by B&D Matthews Investments LLC, for a lot split to subdivide the lot at 351 74th Avenue into 2 lots. Seconded by Commissioner Buyse.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY.

MOTION by Commissioner Heintz approving Variance, VAR #21-03, by B&D Matthews Investments LLC, in addition to the Lot Split Request, #21-01, the petitioner is requesting that a variance be approved to reduce the lot size of Tract A from 19,000 sq. ft. to 13,500 sq. ft. for the existing 8-unit apartment building with the following stipulations:

1. The petitioner and any future property owner shall monitor and maintain on-site parking. There shall be no off-street parking by residents.
2. The petitioner and any future property owner shall comply with all code requirements related to solid waste disposal and recycling collection.

Seconded by Commissioner Evanson.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY.

PUBLIC HEARING:

3. **Consideration of a Text Amendment #21-02, by Happy Tails Rescue Foundation, to add new code language that would allow an Animal Rescue Facility in the M-1 Light Industrial zoning district by a special use permit, generally located at 7331 Baker Street NE.**

Motion by Vice Chairperson Hansen to open the public hearing. Seconded by Commissioner Buyse.

4. **Consideration of a Special Use Permit, SP #21-02, by Happy Tails Rescue Foundation, if new language allowing an Animal Rescue Facility is added to the M-1, Light Industrial zoning district section of**

code, the petitioner is seeking a special use permit to allow a pet rescue center at the property located at 7331 Baker Street NE.

Motion by Vice Chairperson Hansen to open the public hearing. Seconded by Commissioner Buyse.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS OPENED AT 7:49 P.M.

Ms. Stromberg stated the petitioner, Laura Westphall, who is the Director of Happy Tails Rescue Foundation (HTR) is requesting a text amendment to add the language "Animal Rescue Facility" as a special use in the M-1, Light Industrial zoning district.

Ms. Stromberg stated if the text amendment is approved, the petitioner is also seeking a special use permit to allow a "animal rescue facility", which will be located at 7331 Baker Street.

Ms. Stromberg stated the subject property is located on Baker Street, just north of 73rd Avenue. It is zoned M-1, Light Industrial as are the properties to the north and south. The properties across Baker Street are zoned R-2, Two Family Units and the properties to the east are zoned R-4, Manufactured Homes. The property was developed in 1962, with the construction of an industrial building. In 1972, an addition was constructed and in 1984, a special use permit was issued to allow outdoor storage.

Ms. Stromberg stated according to the petitioner's narrative, Happy Tails Rescue Foundation mission is to support animals in need. They focus on rescuing homeless and abandoned animals from high kill shelters and Indian Reservations. Animals typically arrive a few times a week. Once they arrive, they review their paperwork, add them to their system, get their basic vetting up to date and coordinate with foster homes to have them picked up for temporary care. Most dogs head to their foster homes within hours of arrival, while the cats and small animals (bunnies, ferrets, guinea pigs, and birds) are kept on-site. They also have an Emotional Support Animal Program for Veterans, called Cody's Heroes. This program allows military veterans to work with a trainer for 12 weeks and then they provide an animal to the veteran at no cost. This program is headed by a Purple Heart Veteran and is designed to support military veterans' emotional needs, all while helping their rescue dogs find a new, loving home.

Ms. Stromberg stated Ms. Westphall notes that they are a unique animal rescue as they have a veterinary suite with a veterinarian on staff who cares for the medical needs of their

animals. They also provide training classes for their fosters, volunteers, and staff members and to the general public on occasion.

Ms. Stromberg stated the 13,500 square foot building will be used for their office space, which includes the veterinary suite, adoption center space, training space and boarding and storage space. They also plan to fence in an outdoor play area for the dogs on the grassy area south of the existing building, as shown in the cross-hatched area on the site plan labeled as "animal pickup and drop-off area."

Ms. Stromberg stated the petitioner currently operates their business from 7940 University Avenue, which is a multi-tenant building. They have been in this location since 2005 and have seen significant growth, which is the reason that they were looking for a larger building and a property they could own.

Ms. Stromberg stated their business does not involve dog daycare or boarding for the general public. The property and building will be used specifically for the petitioner's rescue business needs.

Ms. Stromberg stated the petitioner is requesting a text amendment to add language to the M-1, Light Industrial zoning district, which would allow a "501c3, non-profit, Animal Rescue Facility" by a special use permit. The City code currently allows this use in our C-2, General Business and C-3, General Shopping zoning districts, with a special use permit. The C-2 and C-3 code doesn't specify an Animal Rescue Facility, but generally fits into the permitted uses of veterinary clinics, animal hospital, public kennels, and obedience school and training services.

Ms. Stromberg stated the Future Land Use Map in the City's 2040 Comprehensive Plan guides the subject property as industrial. Industrial uses typically involve wholesaling, warehousing, manufacturing and/or production. While the proposed use is not as intensive as many industrial uses in this zoning district, the proposed use would fit and not have any adverse effects within an industrial district.

Ms. Stromberg stated the petitioner is seeking to locate the proposed business at 7331 Baker Street, which is zoned M-1, Light Industrial. Of particular importance when considering a text amendment is determining if the proposed use would be consistent with the purpose and intent of the zoning district in which it would become allowable, and whether or not the proposed use would be compatible with other permitted or special uses allowed within the district.

Ms. Stromberg stated the animal rescue facility use the petitioner is proposing would be consistent with the purpose and intent of the M-1 zoning district, provided specific

concerns related to the use are addressed. The petitioner and staff have drafted an ordinance that would allow a "501c3, non-profit, Animal Rescue Facility" contingent upon approval of a special use permit provided the following conditions are met:

- a) Animal Rescue's shall be inspected and licensed by the Minnesota Board of Animal Health on an annual basis.
- b) An eight-foot solid fence must be constructed to enclose outdoor play area for the safety of the animals and the general public.
- c) All animals are kept inside overnight for the safety of the animals and the general public.
- d) Animal waste is picked up and properly disposed of daily for the safety of the animals and the general public.
- e) Animal Rescue use shall comply with and meet all code requirements for noise, odor, and manure removal.

Ms. Stromberg stated staff has determined that if the above-mentioned conditions can be met, the proposed use would meet the purpose and intent of the comprehensive plan and zoning ordinance, as it would not create any adverse effects beyond what a typically industry may impose.

Ms. Stromberg stated contingent upon the approval of the text amendment to allow a "501c3, non-profit, Animal Rescue Facility" as a special use in the M-1, Light Industrial zoning district; the petitioner is also seeking a special use permit to allow this use to be located at 7331 Baker Street.

Ms. Stromberg stated the existing property is 65,340 square feet (1.5 acres) in size and the existing building is approximately 13,500 square feet. The petitioner plans to renovate the interior space to better meet their needs. They also plan to paint the exterior of the building and update the landscaping. The current drive aisle and parking areas will be sufficient for their operational needs. Sundays are their adoption days and will be the day that sees the most traffic, an average of 25-30 people coming in search of a pet. There is sufficient parking available for a weekly event. Staff will require the petitioner to stripe the parking lot to clearly designate the parking stall locations. Training will take place between 6:00-7:30 p.m. Monday through Friday and on Saturdays. They are also proposing to install an 8-foot vinyl fence in the grass area south of the building. Installing the fence will help manage noise while the dogs are outside.

Ms. Stromberg stated as part of the approval of the special use permit, the petitioner needs to meet the conditions set forth in the proposed ordinance language above. Those items will be reviewed through the building permit process and will be reviewed and inspected by staff, and is something staff will be need to check in with them on annually.

Ms. Stromberg stated City staff has heard from the neighboring property owner to the south. They had general questions about the use, but no concerns after talking to staff.

Ms. Stromberg stated City Staff recommends approval of this text amendment request and the special use permit request, subject to stipulations.

Ms. Stromberg stated Staff recommends that if the special use permit is granted, the following stipulations be attached:

1. The petitioner shall obtain a building permit prior to interior modifications and fencing.
2. The petitioner shall obtain a sign permit prior to installation of any new signage.
3. The ventilation system needs to be designed so that no odors will spread to the outside air.
4. The exterior of the existing building shall be re-painted within one year of issuance of this special use permit.

Commissioner Evanson asked is it actually is the code what time animals are allowed to be outside? He is just thinking about whether there are barking animals. They do not want them outside too early in the morning or late in the evening barking.

Ms. Stromberg replied, she did not recall if they specified in their narrative the times of days they typically take the animals outside but that definitely is something they can look at. There is the stipulate they meet the noise ordinance. Fridley's noise ordinance does address barking dogs so they would be covered there, but they can certainly ask the petitioner if they have a specific routine they typically use because they are surrounded by residential.

Commissioner Heintz asked when people are dropping off or picking up pets, is there a leash requirement or kennel type carrying requirement at all?

Ms. Stromberg replied she is going to make the assumption there is, but she will have the petitioner answer that question as well.

Commissioner Heintz asked whether they should put that as part of the stipulation that all animals being dropped off or taken out of the facility be on a leash and/or in their kennel type of situation, whether be a bunny in a cage or whatever. They do not want an animal getting loose and running away.

Ms. Stromberg replied if the Commission feels that is a worthy stipulation they can certainly add it.

Commissioner Meisner stated there is language to be added to the text amendment to the light industrial zoning. Why not just use the language that is in the C-2 or C-3 language that allows veterinarians and things like this if that would work for this. It seems they are creating a very narrow case in the M-1 Light Industrial. He asked if there was a reason they do not want to just use the same language in the C-2 or C-3?

Chairperson Kondrick replied it is because it is in the M-1 Light Industrial area that they have to make it different to satisfy the necessary things they have to have in an M-1 district with some modification.

Ms. Stromberg replied, correct and she would add that she did not know if they want to see retail, pet sales, in their industrial districts that is why this specific use is being considered. The existing Code related to animal use businesses is pretty outdated. They are going to be doing a major overhaul of the City's entire City Code including the Zoning Code, so she would not want to copy the existing language. She would want to adopt language that is more applicable to today.

Commissioner Buyse stated the ventilation system, as far as stipulations go, do they need to be more specific with regards to no odors will spread to the outside air, like which odors they are referencing? Because that could be taken many different ways.

Ms. Stromberg replied, that actually does come directly from the existing Code language. She knows that the City's Building Official works with the City's new businesses in making sure they have the correct ventilation system for their use. Generally, it's known what odor is being implied.

Commissioner Buyse stated as to the stipulations regarding the painting the exterior of the building. He admittedly has never been to that part of town but based on Google images it looks like there are actually two different buildings of two different heights. The front portion, where he is guessing the offices would be, it looks like it's all brick right now. Are they going to have to repaint that? He is guessing it would be the east, southeasternmost portion of the building, because it looks like it has been painted in the past.

Ms. Stromberg replied, yes, correct. The southeast side is in really bad shape as the petitioner is well aware of. They would not requiring them to paint the brick if it is in good condition.

Chairperson Kondrick stated there is nothing wrong with the brick. It is the back of the building that needs paint and renovation bad.

Commissioner Buyse asked whether they need to get more granular with the stipulations so there is no misunderstanding, or they have the ability to enforce later. Do they need to have more detail?

Vice Chairperson Hansen stated Commissioner Heintz's point about the leash requirement and the potential stipulation there is a good one to contemplate, but he just wanted to verify do they not already have a leash-type of ordinance requirement already? He would also like to hear from the petitioner and how their method of conveyance of the animals will flow before they make that an actual stipulation.

Commissioner McClellan stated being a 501C, non-profit, what bearing does that have on the property tax information. He asked how those types of properties are handled?

Ms. Stromberg replied, she would make the assumption that because they are non-profit they will not pay property taxes.

Commissioner McClellan stated so they would take a piece of property that might generate, from his experience, would be about \$10,000-20,000 of property tax and that would take it to zero.

Ms. Stromberg replied, correct, that is how she understands that. Unless the petitioner can tell her something else.

Tom Robb, Happy Tails Rescue Foundation, stated he is the president of the foundation. Yes, his understanding is a non-profit does not pay property tax. The second point is painting. They plan on painting the building. It is in very rough shape. It is clearly understood and they would do that whether it was a stipulation or not. That is clearly not the image they want to project to the public. They want to enhance the neighborhood.

Mr. Robb stated as to the leash law, the dogs are very well controlled when they are outside. They have been in Fridley for five years, and he does not believe there has been any complaints or any issues with the operation. He likes the location very much and it works well for them. They looked very hard for properties within the City of Fridley. They found one and hopefully will be able to expand their operation into that.

Commissioner Evanson asked Mr. Robb if they will be retaining ownership of the building they currently own in Fridley?

Mr. Robb replied, it is a leased building. They have two locations in basically a shopping mall.

Chairperson Kondrick asked when customers come in and they want to drop off an animal or if they want to leave with one, how do they handle that?

Laura Westphall, Happy Tails Rescue Foundation, replied most of the animals are with them because they are stray animals so they, and she is assuming Fridley has a leash law, are very strict on that with the animals. If you adopt an animal, you have to have a leash or buy a leash. All animals do have to be in a carrier if they are not on a leash. You cannot walk through the parking lot with a cat, and say a car beeps its horn, it is going to scratch you and run away. The leashes are no issue at all. It is complete expectation that any animal having to do with Happy Tails has to be controlled by the person with a leash or a crate.

Ms. Westphall stated as to the barking thing, in that fenced area would be daytime hours. She is guessing Fridley also has a noise ordinance that covers hours, from whatever time in the morning to whatever time at night. They do sometimes get in late at night, but this building does have a drive-in garage door so when animals come in, they will unload them inside. They bring them out to potty one at a time on a leash so there are no dogs barking outside.

Commissioner Heintz stated he appreciates them being on top of the situation with animals possibly being frightened and running off.

Motion by Commissioner Meisner to close the public hearing. Seconded by Commissioner Evanson.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CLOSED AT 8:21 P.M.

MOTION by Commissioner Evanson Approving a Text Amendment #21-02, by Happy Tails Rescue Foundation, to add new code language that would allow an Animal Rescue Facility in the M-1 Light Industrial zoning district by a special use permit, generally located at 7331 Baker Street NE. Seconded by Commissioner Meisner.

UPON A VOICE VOTE, WITH CHAIRPERSON KONDRICK, VICE CHAIRPERSON HANSEN, COMMISSIONER EVANSON, COMMISSIONER HEINTZ, COMMISSIONER MEISNER, AND COMMISSIONER BUYSE ALL VOTING AYE, AND COMMISSIONER MCCLELLAN ABSTAINING, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED.

MOTION by Commissioner Heintz Approving a Special Use Permit, SP #21-02, by Happy Tails Rescue Foundation, if new language allowing an Animal Rescue Facility is added to the M-1, Light Industrial zoning district section of code, the petitioner is seeking a special use permit to allow a pet rescue center at the property located at 7331 Baker Street NE with the following stipulations:

1. The petitioner shall obtain a building permit prior to interior modifications and fencing.
2. The petitioner shall obtain a sign permit prior to installation of any new signage.
3. The ventilation system needs to be designed so that no odors will spread to the outside air.
4. The exterior of the existing building shall be re-painted within one year of issuance of this special use permit.

Seconded by Commissioner Buyse.

Commissioner Buyse asked Ms. Stromberg if they confirmed they need to make the stipulations more detailed or are they okay with them the way they are?

Ms. Stromberg stated that is something the Commissioner should advise her on, if they feel they need to be amended.

Commissioner Buyse asked the other members what they think about changing the stipulation on the painting to just what is currently painted and just refreshing it?

Commissioner Evanson said it is probably unnecessary. It seems to be understood by all parties. His thought is they do not need to overly complicate it.

Chairperson Kondrick stated he drove by there and it needs paint bad. They want to make it look nice for the neighbors.

Ms. Westphal replied, they agree.

Chairperson Kondrick stated to the petitioners, they do not have any reservations on the stipulations?

Mr. Robb replied, correct.

UPON A VOICE VOTE, WITH CHAIRPERSON KONDRICK, VICE CHAIRPERSON HANSEN, COMMISSIONER HEINTZ, COMMISSIONER MEISNER, AND

COMMISSIONER BUYSE ALL VOTING AYE, AND COMMISSIONER MCCLELLAN ABSTAINING, COMMISSIONER EVANSON NOW BEING ABSENT, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED.

ACCEPTANCE OF MINUTES FROM OTHER COMMISSIONS – THROUGH ONE MOTION:

Motion to accept the minutes from the following Commission meetings:

1. January 7, 2021, Housing & Redevelopment Authority Commission
2. January 12, 2021, Environmental Quality & Energy Commission
3. January 5, 2021, Parks & Recreation Commission
4. February 1, 2021, Parks & Recreation Commission

Motion by Vice Chairperson Hansen to accept the minutes. Seconded by Commissioner Buyse.

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY.

OTHER BUSINESS:

1. Parks Master Plan Presentation

Deb Dahl, Community Services and Employee Resources Director, stated they have a fair amount to cover tonight and hopefully the Commission does not have to make any decisions; but they would love to have the Commission's feedback and wanted to get in front of them the city's Parks Master Plan process they are planning and now have launched into the community. They want to give the Planning Commission the opportunity to be part of second commission on board. It is certainly out in the public at this stage, but there is more in-depth information they would benefit from. Staff would appreciate any feedback or support the Commission has.

Ms. Dahl stated they talked about a Parks Master Plan and they really kind of sat down and thought this sounds kind of technical and truly they want people to really find fun in Fridley. This is a fun topic for a lot of folks. It is more than just projects. It is really about finding people's recreation and their needs through the entire City. They are excited to bring this to the Commission. They have a lot of information about systems in general, but they also have some more detailed information for them.

Ms. Dahl stated just to review the City's parks history a little bit and the reason for the plan, their process to date, and their concept design. It is always about the money, how

are we going to pay for this thing, so they are going to touch on that and then also share with them a little bit about their communications and engagements so far.

Ms. Dahl stated they are intimately very familiar with this building and certainly take great pride in all of the things the Planning Commission has done for the City. For that they have led so much development in the City and helped them really redefine the City and transform it from the housing and business retail development to the Civic Campus, MnDOT project, as well as Springbrook Nature Center, and the Northstar rail site. There are dozens and dozens of these projects each year, and she is going to touch on just a few of them. They have had a lot of great press in the media and in the social media as well. Their next big wave and next big process here is the Parks Master Plan or parks system remodel.

Ms. Dahl stated the parks system, in terms of a formal parks system, was established more than 50 years ago. There has been a very strong commitment from the leadership in the City and the community through parks and trails and the environment in general. They are proud of that. It is something that, for a City of Fridley's size, it has a very large park system. Fridley has 38 city parks and 5 community or county parks with 7 of the school properties they have which also offer recreation amenities they will share and collaborate with.

Ms. Dahl stated they have different park service areas over the years to address. There are 15 miles of sidewalks and 12.5 miles of trails, 6.8 miles of paths, and 10.4 miles of county trails. For a small town they really have a lot of opportunity and are really proud of the open space Fridley has and the trails it has.

Ms. Dahl stated we all inherently know that parks bring great value to a city. There is an organization out there that deals with urban parks, they have been able to quantify some numbers which is important, but what does it really bring in terms of dollar or economic value to the City. They were able to find some statistics that show houses that live near parks and trails typically would create a 5 to 20 percent increase in the property values. They hear a lot of feedback from the community that they really appreciate the value of the park across the street or being able to look out and see park land.

Ms. Dahl stated they know that it increases revenue for the City overall, and they know that it helps the City's environment with water, air, trees, open spaces, and other things they enjoy. They inherently know that to be true. They have also seen what parks can do for a city, with actually attracting more businesses and residents. When people go through a community, the parks set a tone and set an image for folks who are planning to move here.

Ms. Dahl stated ultimately, as they have seen with COVID this last year, people have been outside and using the park system more and more; and the parks have been very well used. The one thing people are truly appreciative of is being outside. They have been able to identify their savings to health and wellness for an individual, about \$1,500 per year in health costs if you are outdoors and using Fridley's parks system.

Ms. Dahl stated in 2015 there was kind of a call to action they would call that, particularly in the Moore Lake area and the project there. There was a real strong interest from a number of people including the Parks Commission, who wanted to see some plans and redevelopment in there. They did a survey and they talked to residents, and the residents in that survey commented about not just Moore Lake but also broader needs in the community were some of the amenities that were valued and desired. That kind of got people thinking, and the Council at the time said, well, if the cost for that project is about \$4.5 million, what would that do for the rest of the park system. Where would the monies be prioritized if they put it all in one basket.

Ms. Dahl stated the Council tapped the brakes a little bit and said, let's think about this and talk about it. In 2018 they were charged as a staff to really kind of help prioritize parks and increase their awareness about them, but also help them understand where some of the priorities need to be from the community. They launched "Finding for Fun" which is the Parks Master Plan which they launched in 2019. A number of the Commission members have participated in the workshops they held and provided some feedback as well as through some of the surveys.

Ms. Dahl stated just as a standard on how they line up to the metro area, the national parks system suggests between 6.25 acres to 10.5 acres per 1,000 residents. The Met Council encourages a little bit more, 7 to 14 acres per 1,000 residents. In Fridley it has about 28,000 residents but it has over 21.5 acres of park land per 1,000 residents. Fridley really has an abundance of park land which is wonderful. They are the envy of a lot of other cities. They are also proud that 80 percent of the residents live within one-half mile of a park.

Ms. Dahl stated while the proximity to a park is really important, what is in those parks or how people use those parks in the different areas has not really been addressed. They really feel with this Plan they want to look at the needs of those folks who are around the parks and kind of what those needs might be, not only just for amenities, but for some of the other emerging needs or trends that are out there. To line those up with the City's neighborhoods as well.

Commissioner Meisner asked regarding the acreage per resident, that includes Springbrook?

Ms. Dahl replied, yes.

Commissioner Meisner asked Ms. Dahl if she knew how much it is without Springbrook?

Ms. Dahl replied, she would have to check on that. She asked Mr. Jensen if Springbrook was 100 something acres?

Jeff Jensen, Operation Manager of Streets, Parks, and Facilities, replied 118 acres. Subtract that divided by 28,000. He does not have the answer to that either.

Ms. Dahl stated a lot of Fridley's parks are beautiful, and it is really important to note that what Fridley has they will tell a story about some of the things the City needs and the current conditions of the parks system. Generally Fridley has really nice parks, and they have a lot of nice amenities and there are some great playgrounds. What they felt they needed to do is paint a picture of some of those that really need improvement. They will see a lot of the playground amenities or the tennis court fences. Over at Moore Lake they have seen that or the fading playgrounds. Those are the things they really have to address and upgrade. They are putting this out there to drive the point home that they think it is time to do something on a larger scale.

Ms. Dahl stated they asked staff early on, what do you think about the Parks system and they are talking pretty much with the maintenance staff at this point. They went out and did a very thorough assessment and looked at safety and a number of issues they felt that, while they are very proud of the parks system, they do not have a systematic long-term maintenance plan the City can speak to and say they can prevent some of the maintenance. Also, how are they going to plan for things that need to be restored or replaced. They want to build a plan to address those issues.

Ms. Dahl stated many of the City's parks do not have ADA guidelines that meet all of the guidelines that are out there. Then you have a few (?) in each park, but they do not fully equip situations for all users. They want to adjust many of those guidelines as well. It is important to note that the playgrounds were really revamped about 30 years ago. They were all done right after the tornado, the City got a federal grant that allowed the City to install a number of playgrounds, so they are all kind of coming due and their shelf life is all kind of due about the same time. Several of them are having to be decommissioned or taken out because of safety issues or parts are not available to replace.

Ms. Dahl stated they asked staff, how would you rate the parks system in general. They spent a lot of time looking at each and every park and kind of graded what they thought was an A through F grade. They felt like most of the parks were just average or even less.

The maintenance staff who work on those playgrounds and amenities on a daily basis, want to see an upgrade here as well.

Commissioner Heintz stated to Commissioner Meisner, you take off 4.25 acres.

Commissioner Meisner stated without Springbrook, they would be at about 17 or something like that which is still very nice.

Ms. Dahl stated if they looked at a value of where the parks are, like if you had a house or cars, they asked how much is the City's land really worth with the amenities and the structures they have in the parks system right now; and it is about \$43 million in assets. A lot to manage and to kind of be a guardian for. Right now the City receives a little over \$200,000 per year in funding from LGA or park dedication fees and grants. The City spends \$233,000 a year on its average CIP projects. (?) 2019 and 2020 in there because the Civic Campus changes would have skewed those numbers as well; however, the City's balance it has for the CIP or just parks project is about \$1 million. In essence there are a lot of assets the City has that it is really only spending about \$200,00 a year on to keep up.

Ms. Dahl stated the other thing that is worth noting is that with this fund balance of \$968,000 the City is not able to spend it on it. If the City were to make all the changes this year, and throw that whole balance at it, it would not be able to because of the policy which states the City needs to maintain a balance of 35 percent in that fund balance. They would only have about \$600,000 to work with.

Ms. Dahl stated they have had great successes. They are very proud of Springbrook. They have seen some great changes in the last 7 to 10 years. They can vision something very different. A lot of volunteers, the mayor, and a number of the City's commissioners spend a lot of energy and time fundraising to build this beautiful building. They just finished changing the park shelter there which is now not just a picnic shelter but an activity center that is built and is the size of a classroom with the ability to do concessions or a small theater area inside. Mr. Jensen and his team did a wonderful job getting that constructed over this last year, and it will be open for use this year. They want to replicate that and build this image across the park system.

Ms. Dahl stated as to what they have done with this Parks Master Plan so far, they have worked with City Council who wanted to be very bold and aggressive about this Plan. They held four community workshops with an outside consultant they have used for the Civic Campus as well as the MnDOT highway project studies, and they have also asked a lot of the participants in youth who use the system and the amenities, what programs they wanted. They compiled a lot of data early on in 2019. They also asked people who were in the park to tell them what they think through an App called "Social Pinpoint" and they

got over 600 responses from that. They got quite a few responses from people who said, fix the trail here, please add something here, or change some signage. They got some really good feedback from people who were in the parks.

Ms. Dahl stated then they did a lot of research on demographics, and they pulled some other data together from the Comprehensive Plan and other surveys that had been done in the past. They compiled a lot of information, did inventory and assessments, worked with a consultant called HKGI who helped them develop some concept designs for Moore Lake Commons and Community. They also did some ballpark estimates for the neighborhood parks and what the rest of the system would prove out. They did a lot of work over the last year and one-half.

Ms. Dahl stated what they learned from that were kind of some general themes. People wanted improved playgrounds and amenities. They wanted a place to come and gather. They wanted to see more year around use and how the trails and systems connect to each other. Also, they wanted to see some unique amenities and opportunities for some fun experiences that were different or emerging trends. They also heard back in the feedback the City needed to do more all abilities and ages; make the areas more ADA compliant. They were told and feel very strongly the communication and signage needed to change. They have had interest for technology upgrades to provide some Wi-Fi in perhaps some of the areas or park buildings so people can access their internet while they are watching the children at the playground and enjoy some of those amenities outdoors. Also, improve the lighting so it would be more accessible and safe for everyone.

Ms. Dahl stated they heard very strongly that nature and year around use is a strong desire and the idea of being environmentally friendly. They are hearing more and more this is where the community desires for park and recreation. They also wanted places to gather like they talked about in those unique experiences.

Ms. Dahl stated one thing that also came up was having some flexibility to meet the changing needs. When you have, for instance, a roller rink or inline skating course, is that going to be something you can adapt down the road or is it here permanently. Providing some amenities that might be able to be flexible down the road as needs and demands change.

Ms. Dahl stated what they did not hear was a large cry for golf courses, water parks, and a major community center. It was pretty much upgrade what the City has and improve it.

Ms. Dahl stated it was really important for staff to identify a vision. This is what they as staff really wanted to kind of gravitate towards. Not that they would see these are the exact buildings or amenities they would propose, but what they envisioned with the Civic

Campus they wanted this grand vision of something that was very well done, attractive, that looked nice, and was colorful or friendly and inviting and open. Those were kind of the themes and ideas they wanted to strive for. They also wanted to just modernize, upgrade, and really enhance what they have already. There were lots of ideas for playgrounds, some of the services out there, and more do it yourself. They have heard more for community gardens as a special interest, and then that "play for all" concept is really important. Providing something to every age group, every ability and functionality for a wide variety of needs.

Ms. Dahl stated they could not do all of this internally. They needed to get some help and over this last summer and fall they started working with WSB which is a design firm, and they have been very helpful to the City in helping them shape a plan a little bit more. To provide the City with some great ideas for investments and development and how it can improve its structures. Also, how it can strategically prioritize or plan this out for the coming years; and then provide a nice process for the residents as well.

Ms. Dahl stated to kind of line up all of their information and data with the Comprehensive Plan, they worked real hard with the City's partners at the county and sports associations, Three Rivers Parks, and the neighboring cities. They have that relationship and alliances with other areas that have done this very well. Their expertise and knowledge have just been in valuable for them.

Ms. Dahl stated WSB put together a very in-depth plan, and part of that process is really to look at all the things they were able to collect so far; but they also went out to every single park and did a very thorough assessment and did analysis from their perspective. WSB looked at the City's access and some of the barriers as well as the populations in the communities, specifically that are underserved or may be some of those dense areas that are maybe some of the newer apartment complexes that are in the plan as well. They anticipated what they would be seeing here in the next 5 to 10 years with some of those apartment communities. Also, things like language barriers with some of the community populations that need some additional access. They had that expertise as well.

Ms. Dahl stated WSB initiated talks with some of the groups she talked about like with Three Rivers, schools, etc. They developed plans and concept designs to help the City with a strategy on how they are going to implement this. They prepared a cost analysis for the City and estimates. Then they created a story map she will present. Also, they are helping the City kind of channel and collect the feedback and will organize it and prepare what the City hopes will be a really comprehensive report back to the Commission as well as the public.

Ms. Dahl stated with the general concept designs and the goals, what they wanted to make sure on top of what the City wanted, is what they came up with was really to enhance Fridley's unique identity and its community parks. They wanted to sort of upgrade and enhance like the City wanted to, but really to target it towards the needs of the community and then match it up with some of these trends. They have great ideas and information about what is happening nationally but also locally.

Ms. Dahl stated and then how are we going to treat how these parks connect to each other. Not just by roads and trails, but even within the parks themselves, they did a lot of work. (?) revise and analyze some of the needs within a park that we already have in place. They have a very strong expertise in environmental initiatives and some of the stewardship out there. They looked at the City's stormwater and a number of the environmental friendly pollinator gardens and how the tree management might work.

Ms. Dahl stated in terms of recreation WSB looked at like they talked about, some of the diverse needs of the community and try to balance that, not just in certain areas but across the whole community so that people could enjoy the parks in the neighborhood but what is available to them within maybe more than just a half a mile. They wanted to look at specifically the demographics that Fridley has, and that is something the City did 20 or 30 years ago but what can they do for those moving into the City even now and then looking forward.

Ms. Dahl stated and, then as they talked about, access to some of those underserved populations and then some of the trends they talked about. A big piece of this they are talking about, too, is how are they going to build champions and people to help the City in this effort. They are helping the City with that, not just for this plan, but for future projects in the coming years for future commissions or relationships with Council.

Ms. Dahl stated and then how to prioritize. They want to do it all at once. If they are going to do stuff, let's do it all at once but they can't, they have to plan for it. They have to figure out how they are going to do it. They have to decide which parks or projects go first and what is more important. They helped the City with that priority as well.

Ms. Dahl stated what WSB has done has been put it on the City's website in what they called, Finding Your Fun. You can find it on the website in a lot of ways. Staff will send them this presentation and a link so they can get it more easily.

Ms. Dahl stated the story map looks exactly what the Community Development team already had. This is specific to parks. What they will see is all of the parks listed out there, and then they are tabbed at the top so they will see the neighborhood parks in alphabetical order. They will see the larger parks which are identified as "community parks", and then

they will see a section or a tab for anything that has been completed, such as this most recent playground over at Locke Park and the Springbrook projects.

Ms. Dahl stated as they finish these they will have information on the website as well, and anything else that is out there for scheduled projects. What they are hoping to do is have the Planning Commission go out to these individual parks and then look at the designs under each one, the proposed plans, and then a little bit more information about each park out there. There will be some surveys out there the Commission members can click on and provide their feedback. If they see something they would like to add or change or suggest, this is what they would like them to do is provide as much feedback as they can. They are keeping the comment period open until April 30 at this point.

Commissioner Buyse stated he certainly does not know what park he would put this comment under. It is probably more of a community park thing, but he just noticed the picture Ms. Dahl had for Maple Grove's ice rink, their figure 8/track; and he has been to Centennial Parks down in the Edina area a number of times. There are massive draws for all young people and anyone. It does not matter what age you are. He cannot recommend that enough for their community if they have any ability to do that at any of their community parks. That would be a huge draw for the City and for the residents of Fridley.

Ms. Dahl replied, they did put their concept in there under the Commons Park. They have an ice loop she believed it was called.

Mr. Jensen replied, it is just a skating area and there are a few of them around but, yes, it is in their concept designs. They went to the Maple Grove one, it is impressive, and a lot of people use it. He believed it is in one of the concept plans for Commons Park.

Commissioner Buyse stated awesome because that is certainly something that is a draw from a long ways away for a community. For Fridley that should be a priority.

Ms. Dahl stated if they do not find a place to add comments, if they just want to reach out and send them an e-mail they can do that. Send it to herself, Ms. Kruzel or Mr. Jensen; and they would be happy to include all the feedback they get moving forward.

Alyssa Kruzel, Community Engagement Specialist, stated yesterday she worked with the video production staff to put together a quick little 2-3 minute video where she explained how to use the story map because it can be a little cumbersome for some folks. They are working on that video and they will get that out on social media and the website as well. It takes folks through how to navigate the story map as well as how to click on park designs and review them, and then what the surveys look like as well.

Ms. Dahl stated they know this is a big undertaking. It looks like they probably have something for just all about the parks, not all of them. It does not include Springbrook because that has pretty well been renovated and captured for a while. There may be a couple of things to add to that at some point, but for right now this should include a lot of the City's parks. They want to do this in a ten-year plan. It is very aggressive to do that but at the same time it feels like, in talking with staff, if they spread this out too far there are quite a few things that really need to get done more in an urgent matter. However, if they wait too long that means some of these parks are going to have to wait a very long time to get renovated. They know the ball park kind of came in at about \$50 million which is very high, but they are just going to see where people are coming in at with some of their interests and needs before they start to manage the money piece of it just yet.

Ms. Dahl stated this is a very early stage of a parks master plan system. They are looking at concepts first. See what people want. Look at the data, and they will keep refining it as they go along. Funding could come from a lot of different sources. The City has its own capital projects they could use. They could do some more donations and grants and development. They could do things like round up the water bills or do something at the liquor store. Do some special events and fundraising specific to this, and those things could happen and come in down the road as we finalize the plans. They could probably do something with the park dedication fees but that is not a lot of money and is very limited since the City is pretty much built out. They could even pursue legislative action like the City did with the Nature Center or going to a statewide level. They can raise fees for the City's programs and services, too.

Ms. Dahl stated one of the bigger pieces they are going to have to really put some thought and energy around is how they could possibly bond for this and do a possible referendum. They know there are a lot of challenges with that and it takes a lot of time. They have to be methodical and put some energy around, if it is the direction they go; and they will have to spend a fair amount of time getting the word out about that.

Ms. Dahl stated they also know there will probably be businesses or schools that want to do some joint projects. Maybe do some name recognition, for instance, a corporation wants to take on a particular park and they want to have some name rights with that. There are a lot of options here, and this is going to be a large undertaking just in and of itself to get to that \$50 million price tag.

Ms. Dahl stated right now they are in the very early stages and are just getting the word out about getting people to the website to provide that feedback, those initial reactions to some of these plan designs. They have a really impressive marketing team. Ms. Kruzel is on board for the community engagement throughout the City, and it is going to be a large part of her job in the coming months. It is to get out in front of people and get it

out on the internet. They have lawn and park signs that are in all the parks now. With these two apps people can download on their phone immediately, and it takes them right to the parks Master Plan information. They are trying to be as creative as they can.

Ms. Dahl stated they want to spend the next month and a half collecting information from people and getting the word out to have some dialogue around this. Obviously they have the City newsletter and they have the cable TV/community video connection as well which has been very helpful in getting images and videos out there as well.

Ms. Dahl stated some of the promotional items they will see are the rack card they have available at City Hall and if they wanted to have some of those staff can get those to the Commission members and they can hand those out if they are handing out or attending meetings or getting involved in groups. There is a copy of a lawn sign they have put in the parks as well. They are also trying to target, which is a great idea from the HRA, some of the neighborhoods that are making the most changes or have the most need in. They have developed a little postcard they will be sending out to some of those 7-10 neighborhoods to help them understand what could be happening with specifically their neighborhood as well. Try and customize it for these neighbors as well.

Ms. Kruzel stated they are also targeting some of their communities that have low engagement as well as with those postcards, but they may not get normal responses to from reading the City newsletter or other avenues of communication by really going directly to them because of the under engagement.

Ms. Dahl stated as to the next few steps, they are taking a resident survey where 400 residents are being called on a variety of City topics and Parks Master Plan was one of them. They will get some feedback from the public about what they really want to see in the Parks system. That will be a scientifically-validated survey which will help them answer that funding (?). They will be spending the next two months really hammering down as far as exploring some of these funding options a little bit more carefully.

Ms. Dahl stated once they get all this data back by the end of April and the Commission's feedback, hopefully they are going to get all the results pulled together. WSB is going to help staff analyze that and get it synthesized down to something that makes sense. Maybe there will be some recommendations or changes, but they hope to get all that pulled together so they are ready to address the public at the Town Hall meeting on June 5. They are not sure how much they will be sharing at the meeting, and that report they talked about might need some work. They are kind of tentative with some of these timeframes. After that they will come back to groups like the Commission and stakeholders to share those results as well because they know not everybody will be able to come to the Town Hall meeting. If they do decide to vote for a referendum, they are looking at something

that will happen in November of 2022. They have a little over a year maybe before they really have to hit their campaign of putting something on the ballot.

Ms. Dahl stated Mr. Jensen will be giving a quick update on some of the projects going on right now.

Mr. Jensen stated when they started this Plan they figured out quite early on and with direction from Council this would be a long process, kind of what Ms. Dahl mentioned. They actually thought they would try and learn some things that would help push this Parks Master Plan through and creating champions. They thought the best way to do this was to redo a park. They have been having problems with Craig Park for quite a few years. It floods all the time. That maintenance and use by the citizens is quite limited. They had years where they could not mow it, and they have waterfowl and cattails and reeds growing in it.

Mr. Jensen stated they felt this was an opportunity to do some things they learned. A lot of them are like the outreach. They wanted to find out the best way to get a hold of everybody so they went through some mailings in service areas, and they got great responses which kind of fell in line with everything they already learned. They were able to get a grant from the Watershed District. They also created some designs for it which they can find on that story map as well. Those kind of fell in with the data they received from their other outreach as well with the trails, the internal trail in the park, lighting, security, updated amenities, so they can kind of meet all those and they have got great response in it. They are going to be doing an in-person outreach early this summer to finalize some of those design plans for that.

Mr. Jensen stated that goes into his next one which is Locke Park playground. They kind of started their learning process if they are familiar with the new playground just east of the Civic Campus. They did outreach on that to the new neighborhoods in the Lennar Development and the Five (?) Home Development. Also the existing homes in the development to the south of there. They had a very good response on that. They had an in-person outreach campaign. People had a lot of great ideas and input. The City has great connections with the trails and they created a trail system that connects it both to the Rice Creek Trail network, the Civic Campus, they installed a parking lot, and people are extremely happy with it. It is a good example with Craig Park and Locke Park to show what they can do with this referendum. They are not painting it. They are 50 years old and the amenities are 30 years old, and they definitely need to be fixed.

Commissioner Heintz stated with Locke Park it also is highly ADA accessible now, too.

Mr. Jensen stated absolutely. That will be their new standard. They want to be an inviting, friendly city and to not allow access for all individuals right now is not a good thing. That is a great drive for replacing a lot of these amenities and upgrading them.

Mr. Jensen stated moving onto the Civic Campus. This is a great example. They installed complete trails around the pond system. They have fountains in there, bridges over the pond, new trail connectors, lighting. It is a really great benefit. It gets used and they maintain it. One of the questions they had was maintaining it year around. They actually sweep that trail, and people can walk on it with their dogs. All winter they did so on a bare tar trail. It is unbelievable the amount of use it is getting and the amount of compliments they have got on it. Projects like this will be great champions if they can pull people from that and say, this is what they can create in the City of Fridley to make it a great place to live.

Mr. Jensen stated they still have more work to do in the Civic Campus. There is quite a bit of work to do in the playground. They have trees, amenities, benches, and they want to put benches around the trails, doggie waste stations, and they also have the park lit area designated out by the round about on the southwest corner on the other side of the ponds. They are going to be doing some updates on there, but they are going to wait and find out the needs of the Civic Campus and everything before they do more. They are going to be finishing up the trails system and doing vegetation and trees and making it a very nice parklike area. However, they are going to wait until they find out the needs of the City when things open up from COVID and they finish the development around the area. They will be working on most of those this summer.

Mr. Jensen stated the next thing is the JPA with Anoka County. Obviously, when they replaced Locke Park playground, that was an agreement when they removed the existing playground there. They wanted to wait until the development was in, they wanted to get feedback from Lennar and the Pulte Home area residents, and have their input as well with the existing neighborhood that was there. They need to join that onto the City's Joint Powers Agreement with Anoka County and Locke Park. They were nice enough to let the City put that amenity on their managed property. Now with the connections with the Civic Campus, the Rice Creek trail corridor and Locke Park which is Anoka County, they have very nice pavilions and restrooms. They want to have a good working agreement with them where they can utilize the whole area. Not only can the City of Fridley residents go directly into that park and use those amenities connected to ours, but they can also come into ours, and we suggest things like improving the trail system in the park, improving the bridges. Around the park they have a request for grooming skiing trails and all of that, but they cannot do that right now with the condition. They are also in the process of working with Anoka County so that both entities can really benefit from the new development that is going in all around that area.

Mr. Jensen stated the last one is Craig Park where they are trying to find champions. They did not want to just stop. Depending on funding options, if this does go into the 2022 general election for referendum, they do not want to just stop. They want to continue moving and show people what they can do and create champions. Along with the other things he mentioned such as doing updates at the Civic Campus, finishing Locke Park playground, and doing a whole large project at Craig Park, they are also looking at doing a small playground in an underserved area to show what they can with the bigger scoped projects.

Mr. Jensen stated If they look at the story map, they will see the concepts of Craig Park. There are quite a few changes in there. It is a nice big park. The City also has a couple of real small parks. They do not have room to expand and put in new tennis courts or pickleball courts. The City just physically does not have the room; however, they still want to service the residents in that area. They would like to take a real small park where they can show how much improvements they can do in the small neighborhood parks as well even when you do not have the ability to add all these extra things. You can be creative and come up with new ideas and just make the neighborhood proud of the parks.

Mr. Jensen stated that is kind of in a nutshell what they are continuing to do to help support the Parks Master Plan and hopefully what they have done and what is going to happen in the next year with the Campus and how much these improvements do get noticed and used. While he is looking out the window at those ponds and the new trails and bridge they put in, it is amazing how many people are using the Civic Campus right now; and he can just see a lot more of that happening.

Chairperson Kondrick stated to Mr. Jensen they did a bang up job back there. The Locke Park thing is just stupendous. If somebody was asking how they would make their park, have them drive by and look at Locke Park and say, this is what we have done, what we can do, and use your imagination and effort. You can make the thing look just like this. This is the kind of work we do and we are proud of it. He asked what kind of small park he is talking about for doing something special.

Mr. Jensen stated actually the two on the list because of area, would be Jubilee and Ed Wilmes. They are two little small isolated parks. Great examples. He asked Chairperson Kondrick to also look at Locke Park by the time they do the pollinator gardens, bike racks, seating, swinging benches, security lights with cameras, and nice lawns.

Ms. Dahl stated they wanted to make these changes without doing anything real aggressive or putting some money towards it and how long it would take. The finance team did the numbers and said it looks like it would take 137 years to complete the things

they needed to complete on their kind of current schedule for what the City can afford every year. That is way too far. However, it is kind of interesting how they have come to this point where they have not made any renovations for a long time. If they do not do something things will continue to deteriorate. They do not want to see health and safety hazards create any potential claims. There is a real loss of image and pride, and people do not feel so good if they are going to be around something that does not look nice or that is not safe for sure. That will impact the home and business values as they know, and there will probably be some loss of future revenue for programs the City would not be able to capture for people who want to play tennis or want to be at the parks, programs and rent shelters if they do not have it looking nice and attractive. There is kind of a loss of public support and trust. If they do nothing, please are going to say, what are you doing for us. These are our tax dollars and they expect the City to use them in a productive and healthy way. There is an impact to the leadership here in the community. As they all know if they put things off or kick the can down the road, those costs always go up.

Chairperson Kondrick stated to Ms. Dahl, as to the eight items she has listed there, those are items they are going to be talking about a heck of a lot when it comes to money-making time. Making people aware of all of these things so they will understand how long should we wait, and the monies are necessary because of all of those reasons.

Ms. Dahl stated they know that if they are successful, all of these great things are going to happen. They are trying to build for the next generations. They want to preserve the City's assets. They want people to feel like there is something in this for everybody. That is the City's goal here. They want people to be happier and healthier and safe and feel like they are getting good value here. Lots of great reasons if they are successful and they do it all right. They are going to see values of return on investment.

Ms. Dahl stated they want the Commission to go out and review these concept designs. Give staff their feedback, complete those surveys, send staff those e-mails, on anything they really feel compelled to tell them. They have been in front of the public on so many things that the Commission's expectations and what they think the community would want is really what staff is really counting on and asking for. Feel free to spread the word to people they know and ask them to go out and fill out information or comment. If they know of ways to do fundraising, they will certainly consider everything and anything at this point. Ms. Kruzel will also be sharing this idea of becoming what they are calling, a parks champion for folks who are kind of in that inner ring who are going to also be the ones who share the story for the City are going to be critical.

Ms. Dahl stated if they kind of entertain new businesses that come into the City or realtors or some of these developers who are looking at ways to get involved with the City, these are great suggestions for them to contact one of our staff to try and learn more about it.

It may be something which would benefit the newer businesses coming in or those who want to get more engaged in the community. Ms. Kruzel is going to be kind of their point person along with Mr. Jensen on any feedback.

Commissioner Evanson stated his family was excited about the parks in Fridley. They adopted a park last year. He asked whether the Park Board has considered selling some of the park assets. It sounds like they have on an acre per 1,000 a very large park system. Rather than trying to do a facelift for such a large park system, selling off some assets to focus more heavily on maybe the more key park assets, have they thought about that as a possibility?

Ms. Dahl replied, they did get a couple of questions around that. They did do kind of an initial analysis of, if they could sell anything what could they sell. Much of what the City has is earmarked or dedicated into perpetuities or once it is dedicated or provided to the City it is really not allowed to do anything with it except for maintaining it as a park or sell it. However, they have done what they thought was kind of a thorough analysis that the City is not really able to do that; but they could still put that on the table for review on a park-by-park basis.

Commissioner Evanson asked if that is something that could be codified in the City's Charter or what is it that prevents them.

Mr. Heintz replied, given to the City by a builder or a family and was donated to the City, and that is the only use it can have in perpetuity. Plus, being on the Parks and Recreation Commission as long as he has, he would have a hard time selling a piece of park because who do they take it away from. Right now they have so many people within a one-half mile or less of a park. He would not want to take that park away from somebody and say, okay, now they are lowering the standard a little bit. That is why he would never vote for selling a piece of property.

Ms. Dahl stated it is also worth knowing they spend a fair amount of time looking at how the parks are used and, not that they want to overprogram all these parks, but they have considered that. There are some parks that would probably just be better left naturally and maybe could be used in a different way under this new concept design. It does not mean they are going to take out all the tennis courts or playground, but there are some things that are more sustainable for the longer term.

Ms. Jensen stated Ms. Dahl worded it perfectly and so did Commissioner Heintz that they did quite a bit of research on this, and the ones the City purchased and kept as a City are the real big community parks. The ones that were left by developers and stuff were chunks of land they could not develop on like Craig Park because it was low land so then they

dedicated to a park where a little one like Ed Wilmes, but they actually serve large areas. Those are actually some of the City's most important parks. Even though it is a small little park that is only going to have a swing set, a small little playground, and a picnic table, some people because of the City's restraints to the Mississippi River, University Avenue road, and 694, that is their only option. They just looked at those and thought it just would not be a good idea to get rid of some of the parks. The City does not have a whole lot they can get rid of legally, and the ones they could they cannot.

Commissioner Buyse stated obviously it is an easy answer to sell off something and take something that somebody has been used to away from them, but he is sure there are ways they can track which parks are being used more vs. less. Ultimately that would be what they fall back on is if the numbers were not there, financially, that is the only angle at what Commissioner Evanson is getting at. He agrees with Commissioner Evanson and what he is saying. They started to explore some of the other financial options, and he knows this is just the beginning of the process, but making sure they are crossing their T's and dotting the I's in that respect is definitely going to go a long way. However, he always goes back to if they cannot afford what they have, well, there has to be other options. Rather than just immediately raising the tax base if you will.

Commissioner Buyse stated is there a way they can mitigate some of that? Again, no one ever wants to be the bad guy who takes a park away. However, if they cannot make it nice enough to enjoy anyways why does it matter. Ultimately there are other options. They have already shown in the presentation there are tons of options out there. If they have to drive, walk, or bike a little bit further, that is part of being outside anyways.

Ms. Dahl stated those points should be included in their future presentations to the public, and those would be actual questions to bring up.

Commissioner Meisner stated he is in the neighborhood of Craig Park. The postcards that went out and the online survey, etc. was very good. He talked to his neighbors and everybody remembers getting one, and many of them had responded or were about to respond. The outreach, the design, the recognition of the problem was very refreshing, well presented, and engaging.

Ms. Dahl stated that is going to be their motto, try and replicate as they roll out these plans to the other parks as they go.

Commissioner Buyse asked Ms. Dahl what are the next steps for this plan?

Ms. Dahl replied, they are really kind of in this early engagement stage of getting information out. They are taking a phone survey of residents right now through April.

They are going to look at some funding options here. They will be analyzing all the feedback they get back in May, rolling out some of that feedback and results by early June, and then after that they will figure out kind of their next steps. If they did do a referendum, they are probably still going to be a year out from that. They have some time to do some tweaking and modification and meeting with different groups. If they cannot afford the 50 they have to get it down to a different level, and they will have to reprioritize with that as well. The initial steps here are just how do people feel, what do they want, give them any and all feedback and they will take it from there.

Ms. Kruzel stated in the statistically significant survey there are a lot of questions around park amenity priorities. A lot of that information and a lot of the questions within the park concept design survey questions are really going to help the WSB team really kind of narrow down what some of the preferred park design options. Those design concepts are going to go through another redesign phase, and those will be updated again. Those things will kind of narrow down. If they get some comments around certain parks, that people want this, they don't want that, that will continue to be redefined and they will have some more final sets of plans as well to help them sort through some of that funding, lowering the cost potentially, because those designs will have everything in them. They will kind of lower those designs down and those concepts.

Commissioner Buyse asked, so once the plan is ultimately finalized, what regulatory bodies like this one, would this have to go through to take the next steps.

Ms. Dahl replied, she is not sure she understands all of the steps, but she would say initially certainly the Parks and Recreation Commission and Planning Commission would be the first two rounds. Then if it is a referendum it goes into kind of another level as well. They will have a number of other engagement opportunities to get this information back out long before they actually ask for those decisions. This group will be in the loop on any and all updates as they go forward and recommendations and as those reports are available or if there is key information will be in as well.

OTHER BUSINESS:

Ms. Stromberg stated that Dave Kondrick has announced his retirement from the Planning Commission after 40+ years of service. Dave has been a dedicated public servant that has been supportive of staff and a great leader of the Commission. Staff and other Commissioners congratulated Dave and thanked him for his many years of service.

ADJOURN:

Motion by Commissioner Heintz to adjourn the meeting. Seconded by Commissioner McClellan.

Fridley Planning Commission Meeting
March 17, 2021
Page 40 of 40

UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED AT 9:48 P.M.

Respectfully submitted,

Denise M. Johnson
Recording Secretary



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Brian Weierke, Public Safety Director

Title

Resolution No. 2021-24, Approving Joint Powers Agreement with the State of Minnesota

Background

Under Minnesota Statute § 299C.46 the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension (BCA) must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Fridley Police Department is authorized by law to utilize the Criminal Justice Data Communications Network (CJDN) pursuant to the terms set between the agencies. Additionally, the BCA either maintains repositories of data or has access to repositories of data that are of benefit to the Police Department. The purpose of the Master Joint Powers Agreement is to create a method by which the Fridley Police Department can access those systems and tools for which it has eligibility and to acknowledge and honor the requirements and limitations to obtain access. The Master Joint Powers Agreement specifically grants the Police Department permission to use all current and future BCA systems and tools for which it is eligible within CJDN. The Master Joint Powers Agreement must be renewed every five years.

The City Council may authorize execution of the Master Joint Powers Agreement which is necessary for the police department to continue to access and utilize CJDN. All sworn and non-sworn employees utilizing the CJDN are required by BCA policy to receive training, be tested and become certified to access this system. The Police Department strictly adheres to that policy.

If City Council chooses not to authorize the execution of the Master Joint Powers Agreement, the Police Department would not have access to CJDN. Discontinuing access to this network would severely hinder the police department in fulfilling a substantial amount of law enforcement activities. Those activities would include gathering appropriate information for proper investigation, officer safety information for patrol personnel, running criminal histories, identifying individuals involved in incidents, processing cases for prosecution, reporting stolen vehicles and missing persons, and more.

Financial Impact

The costs associated with this agreement are \$3,000 annually. This expense has been and is currently budgeted by the Police Department.

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Recommendation

Staff recommend the approval of Resolution No. 2021-24.

Focus on Fridley Strategic Alignment

☐	Vibrant Neighborhoods & Places	☐	Community Identity & Relationship Building
☐	Financial Stability & Commercial Prosperity	☒	Public Safety & Environmental Stewardship
☒	Organizational Excellence		

Attachments and Other Resources

- Resolution No. 2021-24
- Exhibit A: Fridley Police Division Court Data Services Subscriber Amendment to CJDN (Criminal Justice Data Communications Network) Subscriber Agreement
- Exhibit B: Fridley Prosecuting Attorney Court Data Services Subscriber Amendment to CJDN Subscriber Agreement
- Exhibit C: Fridley Police Division State of Minnesota Joint Powers Agreement
- Exhibit D: Fridley Prosecuting Attorney State of Minnesota Joint Powers Agreement

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-24**Approving Joint Powers Agreement with the State of Minnesota**

Whereas, the City of Fridley on behalf of its Prosecuting Attorney and Public Safety Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible.

Whereas, the Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fridley on behalf of its Prosecuting Attorney and Public Safety Department, are hereby approved.
2. That the Director of Public Safety or their designee, is designated the Authorized Representative for the Public Safety Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That City of Coon Rapids Prosecuting Attorney, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That the Mayor for the City of Fridley and the City Manager are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk

Exhibit A

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Fridley on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187973, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

Exhibit A

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court

Exhibit A

Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “Rules of Public Access” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “Court” shall mean the State of Minnesota, State Court Administrator's Office.

h. “Subscriber” shall mean the Agency.

i. “Subscriber Records” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary

Exhibit A

for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

Exhibit A

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration

Exhibit A

documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent

Exhibit A

authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial

Exhibit A

Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

Exhibit A

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

Exhibit A

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Scott Lund

Signed: _____

Title: Mayor

Date: _____

Name: Walter Wysopal

Signed: _____

Title: City Manager

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Exhibit A

Exhibit B

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Fridley on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 191205, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

Exhibit B

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court

Exhibit B

Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “Rules of Public Access” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “Court” shall mean the State of Minnesota, State Court Administrator's Office.

h. “Subscriber” shall mean the Agency.

i. “Subscriber Records” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary

Exhibit B

for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

Exhibit B

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration

Exhibit B

documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent

Exhibit B

authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial

Exhibit B

Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

Exhibit B

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

Exhibit B

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Scott Lund

Signed: _____

Title: Mayor

Date: _____

Name: Walter Wysopal

Signed: _____

Title: City Manager

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Exhibit B

Exhibit C



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fridley of behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

Exhibit C

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdcs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

Exhibit C

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Seven Hundred Fifty Dollars (\$750.00) or a total annual cost of Three Thousand Dollars (\$3,000.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Exhibit C

Saint Paul, MN 55106
 Telephone: 651.793.2007
 Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Brian Weirke, Chief
 Address: 7071 University Ave NE
 Fridley, MN 55432
 Telephone: 763.572.3625
 Email Address: brian.weierke@fridleymn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

Exhibit C

- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

Exhibit C

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Scott Lund

Signed: _____

Title: Mayor

Date: _____

Name: Walter Wysopal

Signed: _____

Title: City Manager

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



State of Minnesota

Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fridley of behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdcs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: David Brodie, Attorney
Address: 325 E Main St
Coon Rapids, MN 55303
Telephone: 763.767.6495
Email Address: dbrodie@coonrapidsmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
- Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Walter Wysopal

Signed: _____

Title: City Manager

Date: _____

Name: Scott Lund

Signed: _____

Title: Mayor

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Melissa Moore, Administrative Services Coordinator/Deputy City Clerk

Title

Resolution No. 2021-25, Scheduling a Public Hearing on May 10, 2021 for a Recommended Amendment to the Fridley City Charter Chapter 12 (Miscellaneous Provisions)

Background

The City Charter (Charter) defines the authorities and powers of the City of Fridley (City). Minnesota Statute § 410.05 authorizes the establishing of a Charter Commission (Commission) comprised of fifteen court-appointed residents who meet approximately seven times per year to discuss and refine the Charter in response to the needs of the community.

On February 3, 2020, the Commission began a review of Chapter 12, entitled Miscellaneous Provisions. Following the review, the Commission recommended several amendments to Chapter 12 designed to make it more consistent with State law and improve continuity with other Charter sections. On April 5, 2021, the Commission formally recommended an amendment by ordinance, pursuant to Minnesota Statute § 410.12.

Based on the process outlined in State law, the City must publish notice of a public hearing within one month of receiving the recommended amendment to the Charter. The public hearing must be held at least two weeks but not more than one month after the publication followed by two readings of the recommended amendment. The amendment would become effective 90 days after adoption, but only upon the unanimous approval of the City Council.

Financial Impact

None.

Recommendation

Staff recommend a motion approving Resolution No. 2021-25.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☒ Organizational Excellence	

Attachments and Other Resources

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

-
- Resolution No. 2021-25
 - Public Hearing Notice for Ordinance No. 1386

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-25**Scheduling a Public Hearing on May 10, 2021 on a Proposed Amendment to the Fridley City Charter Chapter 12 (Miscellaneous Provisions)**

Whereas, pursuant to Minnesota Statute § 410.12, Subd. 7, the City Council may amend the City Charter by ordinance upon recommendation of the Charter Commission; and

Whereas, the Charter Commission reviewed, discussed and recommended an amendment by ordinance to Chapter 12, entitled Miscellaneous Provisions, on April 5, 2021; and

Whereas, within one month of receiving a recommendation to amend the Charter by ordinance, the City must publish Notice of a Public Hearing (Notice) on the proposal; and

Whereas, the Notice must contain the text of the recommended amendment (Exhibit A).

Now, therefore be it resolved, that the City Council of the City of Fridley hereby schedules a public hearing for Monday, May 10, 2021 in the Council Chambers of the Fridley Civic Campus, 7071 University Avenue NE, Fridley, Minnesota at 7:00 p.m. to consider an amendment to the Fridley City Charter Chapter 12, entitled Miscellaneous Provisions; and

Be it further resolved, that the City Council directs the City Clerk to publish the text of the recommended ordinance, as shown in Exhibit A in full at least two weeks but not more than one month before the Public Hearing in the Official Publication.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk

City of Fridley
(Legal Notice)

Public Hearing Notice Before the City Council on Proposed Amendment to Fridley City Charter

Notice is hereby given that there will be a public hearing of the Fridley City Council at the Fridley Civic Campus, 7071 University Avenue NE, Fridley, Minnesota, on Monday, May 10, 2020 at 7:00 p.m. for the purpose of conducting a public hearing on the following amendment to the City Charter:

Ordinance No. 1386

Amending the Fridley City Charter Entitled Miscellaneous Provisions

The Fridley City Charter Commission has completed its review of Fridley City Charter Chapter 12 and has recommended an amendment of the City Charter by Ordinance to the City Council on [Date]. The Fridley City Council hereby finds after review, examination and recommendation of the Charter Commission that the Fridley City Charter should be hereby amended and the City of Fridley does ordain:

FRIDLEY CITY CHARTER
CHAPTER 12. MISCELLANEOUS PROVISIONS

Section 12.01. OFFICIAL PUBLICATIONS

The City Council shall regulate by ordinance, subject to the requirements of this Charter, the manner in which official publicity shall be given to the holding of elections, ordinances, resolutions, requests for bids upon contemplated purchases and contracts, and all other matters whatsoever which require publication either by the provisions of this Charter or by the laws of Minnesota. It shall annually designate a legal newspaper of general circulation in the City as the official newspaper in which shall be published such measures and matters as are by the laws of this State and this Charter required to be so published, and such other matters as the City Council may deem it advisable and in the public interest to have published in this manner.

At its discretion, the City Council may also provide for the publication of important Ccity information including but not limited to the annual budget, ordinances, and resolutions. Such publication may be done by mailing or posting of printed copies thereof upon bulletin boards located in public places of the City in such number and for such period of time as the City Council may direct in each case. In addition to publication by mailing or posting required above, such notices shall also be posted on the City website. ~~In addition, the City Council may use electronic means for publication. Nothing herein contained shall be construed as authorizing or attempting to authorize any violation of the Constitution or the Statutes of the State in any matter which is of State concern or which is exclusively under State control.~~ (Ref Ord 1310)

Section 12.02. PUBLICITY OF RECORDS

All records and accounts of every office, department or agency of the City shall be open to inspection in accordance with the Minnesota Government Data Practices Act.

Section 12.03. OATH OF OFFICE

Every officer of the City shall, before entering upon the duties of the office, take and subscribe an oath of office in substantially the following form: "I, [Name], do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, the Fridley City Charter and City Code; and to discharge faithfully the duties entrusted upon me as [Official Title] of the City of Fridley to the best of my judgement and ability." ~~"I do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota and to discharge faithfully the duties devolving upon me as (Mayor, or Councilmember, or City Manager, etc.) of this City to the best of my judgement and ability."~~ (Ref. Ord. 857)

Section 12.04. CITY OFFICERS NOT TO ACCEPT FAVORS OR CONTRACTS

With the exception of lawful compensation, including authorized expenditures or salary as such member of the City Council or as such employee no member of the City Council or employee of the City shall:

1. Solicit or receive from any interested person any:
 - pay;
 - commission;
 - money; or
 - thing of value included but not limited to:
 - any pass;
 - frank;
 - free ticket;
 - free service; or
 - ~~or~~ any other favor upon terms more favorable than those granted the general public;
2. Derive any profit, directly or indirectly, from or by reason of:
 - any improvement;
 - alteration or repair required by authority of the City; or
 - or any contract to which the City shall be a party;

~~No member of the City Council or employee of the City, except as otherwise provided in this Charter, or by law, shall solicit, accept or receive, directly or indirectly, from any public utility corporation or the owner of any public utility or franchise:~~

~~A violation of any of the provisions of this Section shall disqualify the offender, if found guilty, from continuing in office or in the employment of the City, and the offender shall be removed therefrom.~~

A violation of any of the provisions of this Section may subject the offender to disciplinary procedures pursuant to all applicable laws, rules, and regulations, up to and including termination from employment with the City. Any contract with the City in which any member of the City Council or employee of the City is, or becomes, directly or indirectly interested personally shall be voidable at the option of the City Council; and any money which shall have been paid on such contract by the City may be recovered from any or all of the persons interested therein by joint or several action. (Ref. Ord. 857)

Section 12.05. OFFICIAL BONDS

The offices of City Manager, the City Clerk and City Treasurer and such other officers or employees of the City, as may be provided for by ordinance, shall each, before entering upon the duties of their respective offices or employment, give a corporate surety bond to the City in such form and in such amount as may be fixed by the City Council as security for the faithful performance of their respective official duties and the safekeeping of the public funds. ~~Such bonds shall be approved by the City Council and approved as to form by the City Attorney. They shall be filed with the Secretary of the Council. In the event the Secretary of the Council holds more than one (1) office by appointment, the Secretary's bond or bonds shall be filed with the Mayor.~~ The provisions of the laws of the State relating to official bonds, not inconsistent with this Charter, shall be complied with. The premiums on the corporate surety bonds hereinbefore provided for shall be paid by the City.

A copy of the list and amount of the bonds for each office as outlined above, shall be provided to the City Council on an annual basis for reference purposes. (Ref. Ord. 857)

Section 12.06. SALES OF REAL PROPERTY

~~No real property of the City shall be sold or disposed of except by ordinance resolution presented at two City Council meetings with at least seven days between the meetings with at least one reading as a principal item of business.~~ No real property of the City shall be sold or disposed of except after conducting a public hearing on such sale. The City shall provide notice in the Official Publication ten days before conducting a public hearing. The proceeds of any such sale shall be used as far as possible to retire any outstanding indebtedness incurred by the City in the purchase, construction, or improvement of this or other property used for the same public purpose; but if there be no such outstanding indebtedness, then the City Council may by a resolution adopted by an affirmative vote of at least four (4) members of the City Council designate some other public use for such proceeds.

Section 12.07. VACATION OF STREETS

~~The Council shall have the exclusive power, by resolution passed by a vote of at least four (4) members of the Council, to vacate or discontinue highways, streets, easements, and alleys within the City. Such vacations may be made only after notice and hearing of affected property owners, and upon such further terms and by such procedure as the Council may by ordinance prescribe. A record of each such vacation shall be filed in the office of the Anoka County Recorder. (Ref. Ord. 592, Ord. 1090)~~

The City Council shall have the exclusive power to vacate or discontinue highways, streets, easements, alleys, and all other interests held in trust for the public, in accordance with the procedures outlined in State law, except that all vacations thereunder shall require an affirmative vote of four-fifths of all members of the City Council.

~~Section 12.08. DAMAGE SUITS~~

- ~~1. No action shall be maintained against the City on account of any injuries or damages to persons or property, unless such action shall be commenced within one (1) year from the occurrence of such injury or damage, nor unless notice shall have been given in writing as required by Minnesota Statutes. (Ref. Ord. 873)~~
- ~~2. No action shall be maintained against the City on account of injuries or damages to persons or property resulting from or caused by any accumulation or deposit of ice or snow on any public street, sidewalk, building, or place.~~

~~Section 12.09. RECOVERY OF JUDGEMENT FOR DAMAGES~~

~~If any judgement shall be recovered in any action against the City for any injury or damage caused by any obstruction, excavation, opening or defect in any street or alley or public ground caused or occasioned by the act or omission of any person or corporation, the City shall have the right to recover the amount of any such judgement from the person or corporation so responsible for such obstruction, excavation, opening or defect; and such person or corporation is hereby declared to be liable to the City in the amount of such damages, provided, however, the City shall give such person or corporation notice of any claim for such injury or damage and of any action to recover for the same and shall give such person or corporation the right and reasonable opportunity to defend such action.~~

~~Section 12.1008. CITY TO SUCCEED TO RIGHTS AND OBLIGATIONS OF FORMER MUNICIPALITY~~

~~The City of Fridley shall remain vested with and continue to have, hold and enjoy all property, property rights, rights of action, and rights of every kind, privileges and immunities now belonging to or pertaining to the Village of Fridley, and The City shall be subject to all liabilities which exist against said Village on the effective date of this Charter.~~

~~Section 12.1109. APPLICATION OF GENERAL LAWS~~

~~All general laws and statutes of the State applicable to all cities operating under home rule Charters, or applicable to cities of the same class as the City of Fridley operating under home rule Charters, and not inconsistent with the provisions of this Charter, shall apply to the City of Fridley and shall be construed as supplementary to the provisions of this Charter. The City shall have all powers and authority granted by the laws of the State to municipalities to acquire property or exercise authority or powers beyond the corporate limits. All powers by this Section conferred shall be exercised~~

~~conformably to this Charter so far as may be possible, and such authority and power shall not authorize the City to incur any bonded debt beyond the limitations, or in any other manner than authorized by this Charter.~~

Nothing herein contained shall be construed as authorizing or attempting to authorize any violation of the Constitution or the Statutes of the State in any matter which is of State concern or which is exclusively under State control.

Section 12.4210. EXISTING ORDINANCES, REGULATIONS, BOARDS AND COMMISSIONS CONTINUED

All ordinances, regulations, boards and commissions of the municipality in force and existing when this Charter takes effect, and not inconsistent with the provisions hereof, are hereby continued in full force and effect until amended, repealed, vacated or abolished.

Section 12.4311. PENDING CONDEMNATIONS AND ASSESSMENTS

Any proceeding for condemnation for public improvement or assessment in progress when this Charter takes effect shall be continued and completed under the laws under which such proceedings were begun. All assessments made by the Village prior to the time when this Charter takes effect shall be collected and the lien thereof enforced in the same manner as if this Charter had not been adopted.

Passed and adopted by the City Council of the City of Fridley on this [X] day of [Month], [Year].

Scott J. Lund - Mayor

Daniel Tienter - City Clerk



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager

Title

Resolution No. 2021-27, Approving Lot Split #21-02 Petitioned by B & D Mathews Investments LLC (Ward 1)

Background

Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split to subdivide the lot to create two lots, one for each apartment building.

Prior to the lots being combined in 2011, each apartment building existed on its own lot. The petitioner is simply asking to have them subdivided back to the way they were when they were platted in 1961.

The Planning Commission held a public hearing for LS #21-02 at their January 20, 2021 meeting. After a brief discussion, the Planning Commission recommended approval of Lot Split, LS #21-02. The motion carried unanimously.



A Notice of Public Hearing before the Planning Commission was published in the March 5, 2021 edition of the *Star Tribune*.

Financial Impact

No financial impact.

Recommendation

Staff recommends approval of Resolution No. 2021-27.

Focus on Fridley Strategic Alignment

☒ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Attachments and Other Resources

- Resolution No. 2021-27
- Exhibit A: Property Survey
- Exhibit B: Land Use Application
- Exhibit C: Staff Report to the Planning Commission

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-27

Approving a Lot Split, LS #21-02 Petitioned by B & D Mathews Investments LLC, for the Property Located at 351 74th Avenue N.E.

Whereas, the Planning Commission held a public hearing on Lot Split, LS #21-01 on March 17, 2021 and recommended approval; and

Whereas, the City Council at their April 12, 2021 meeting approved said Lot Split to subdivide the lot at 351 74th Avenue N.E. parcel, based on new legal descriptions which read as follows:

TRACT A:

Lot 9, Block 1, Melody Manor, Anoka County, Minnesota

TRACT B:

Lot 10, Block 1, Melody Manor, Anoka County, Minnesota

Whereas, the Sketch and Description Map with the new legal descriptions is attached as Exhibit A; and

Now, therefore be it resolved, that the City Council of the City of Fridley approves Lot Split, LS #21-02 and will be recorded at Anoka County within one-hundred eighty (180) days or said approval shall become null and void.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk

FOR B&D MATHEWS INVESTMENTS LLC

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Randy L. Kurth

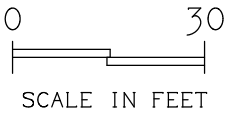
Randy L. Kurth, L.L.S. No. 20270
Russell J. Kurth, L.L.S. No. 16113

SKETCH AND DESCRIPTION

(MEASUREMENTS SHOWN IN FEET AND DECIMALS OF A FOOT)

KURTH SURVEYING, INC.

4002 JEFFERSON ST. N.E.
COLUMBIA HEIGHTS, MN. 55421
PHONE (763) 788-9769 FAX (763) 788-7602
E-MAIL: ksi@kurthsurveyinginc.com.



DATE: DECEMBER 15, Item 7.

BEARINGS SHOWN ARE PER THE RECORDED PLAT
EASEMENTS SHOWN ARE PER THE RECORDED PLAT
NO FIELD SURVEY DONE - NO IMPROVEMENTS LOCATED

UNIVERSITY AVENUE
STATE TRUNK HIGHWAY NO. 47
SERVICE DRIVE (40' R/W)

$\Delta=0^{\circ}05'00''$
 $R=68639.12$
 $L=100.01$
 $L=31.57$
 $R=20.0$
 $\Delta=89^{\circ}12'03''$

LOT 7, BLOCK 1,
TALIAS TOWNHOMES

EAST 200.53

TRACT B

23,855± SQ.FT.

MELODY

LOT 10

#351-74TH AVE.

WEST 178.93

74TH AVENUE NE

(50' R/W)

OUTLOT 1

EAST 90.00

6' UTILITY & DRAINAGE EASEMENT

MANOR

TRACT A

13,500± SQ.FT.

LOT 9

#351-74TH AVE.

NORTH 150.00

6' UTILITY & DRAINAGE EASEMENT

6' UTILITY & DRAINAGE EASEMENT

SOUTH 120.00

SOUTH 150.00

LOT 8



EXISTING PROPERTY DESCRIPTION (PIN 11-30-24-24-0155)

Lots 9 and 10, Block 1, MELODY MANOR, Anoka County, Minnesota

PROPOSED TRACT A

Lot 9, Block 1, MELODY MANOR, Anoka County, Minnesota

PROPOSED TRACT B

Lot 10, Block 1, MELODY MANOR, Anoka County, Minnesota.

City of Fridley Land Use Application

LS #21-02 and VAR #21-03

March 17, 2021

GENERAL INFORMATION

Applicant:

B & D Mathews Investments, LLC
Cristian Chiesa
1410 S Ferry Road
Anoka, MN 55303

Requested Action:

Lot Split and Variance

Existing Zoning:

R-3, Multi-Family

Location:

351 74th Avenue NE

Size:

37,026 sq. ft. .85 acres

Existing Land Use:

Two Apartment Buildings

Surrounding Land Use & Zoning:

N: Condo Building and Church & R-3
E: Apartment Building & R-3
S: Duplexes & R-2
W: University Ave & ROW

Comprehensive Plan Conformance:

Future Land Use Map designation is
Multi-Family

Zoning Ordinance Conformance:

Section 205.09 requires a minimum lot size of 15,000 sq. ft. for four family dwellings, with an additional 1,000 sq. ft. for each unit over four.
Section 205.09 also requires a minimum lot width of 85 ft. for four or more units.

Building/Zoning History:

- 1961 – 2 lots platted
- 1962 – 8-unit building constructed
- 1963 – 11-unit building constructed
- 2011 – 2 lots combined into 1

Legal Description of Property:

Lots 9 and 10, Block 1, Melody Manor

Public Utilities:

Buildings are connected

Transportation:

The properties are accessed from 74th Avenue

SPECIAL INFORMATION

Physical Characteristics:

Flat lot with 2 apartment buildings, parking areas and landscaping.

SUMMARY OF PROJECT

Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split be approved, to subdivide the lot to create (2) lots, one for each apartment building.
The petitioner is also requesting a variance to reduce the lot size requirement for an 8-unit building from 19,000 sq. ft. to 13,500 sq. ft. in size.

SUMMARY OF ANALYSIS

City staff recommends approval of this lot split request.

City staff recommends approval of the variance request, with stipulations.



Aerial of Property

City Council Action/60 Day Action Date

City Council – April 12, 2021

60-Day Date – April 12, 2021

Staff Report Prepared by Stacy Stromberg

Land Use Applications

Lot Split Request #21-02 and Variance Request #21-03

The Requests

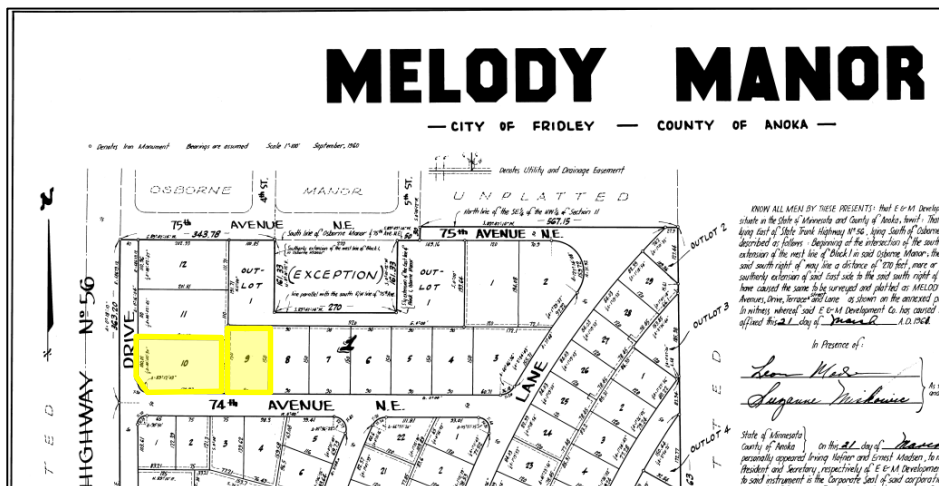
Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split to subdivide the lot to create (2) lots, one for each apartment building.

The petitioner is also requesting a variance to reduce the lot size requirement for an 8-unit apartment building from 19,000 sq. ft. to 13,500 sq. ft. in size.



Site Description and History

The property is located on the corner of the University Avenue Service Drive and 74th Avenue. When the property was platted in 1961, it was platted as Lots 9 and 10, Block 1, Melody Manor. At that time, the land was zoned R-2, Two-Family and that zoning district allowed multi-family as a permitted use. In 1962, the 8-unit building on Lot 9 was constructed and in 1963, the 11-unit building on Lot 10 was constructed.



In 1955, the City Council adopted a zoning ordinance that added the R-3, Multi-Family zoning district, however it still allowed multi-family as a permitted use in the R-2, Two-Family zoning district. When the City adopted a new zoning ordinance in

1969, it revised the permitted uses in the R-2 zoning district, which stated multi-family buildings were no longer allowed in the R-2 zoning district. As a result, the subject properties were considered non-conforming. When a property has a non-conforming status, the buildings can remain as they are, but no expansions or major renovations can take place.

In 2003, a neighboring multi-family property owner wanted to tear down their existing garages and build new ones, but because the property was zoned R-2, Two-Family it was considered non-conforming, so major renovations weren't allowed. As a result, the entire block between the University Avenue Service Drive and Lyric Lane, and 74th Avenue and 75th Avenue were

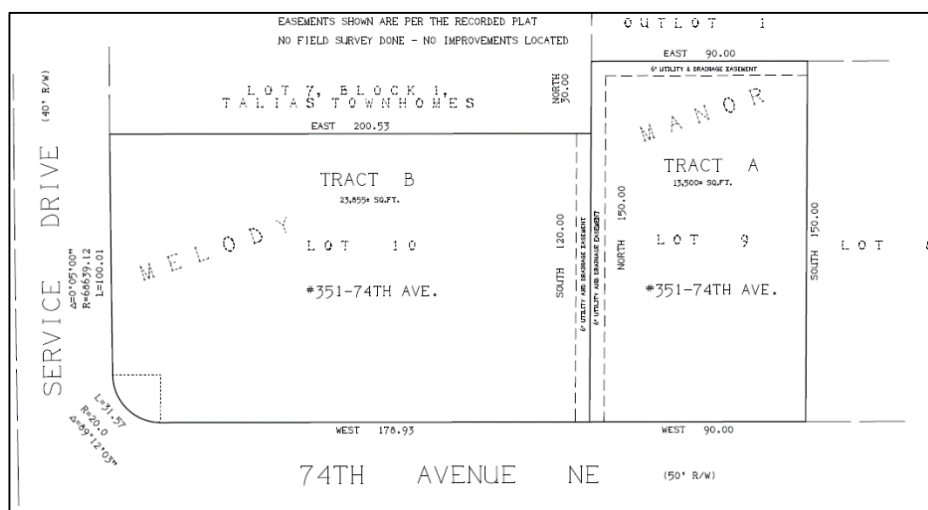
petitioned to be rezoned to R-3, Multi-Family, which was approved by the Council. The change in zoning would allow the use to be conforming and it also allowed the property owners to re-invest in their properties.

In 2008, the petitioner purchased the 11-unit building addressed as 351 74th Avenue and in 2011 they purchased the 8-unit building that was addressed as 361 74th Avenue. The 11-unit building was licensed with the Minnesota Department of Human Services to operate a Substance Use Disorder Treatment Center operated by Transformation House. When the 8-unit building was purchased, the State had an issue approving the license for the same use because of the two buildings were located to close to each other. Staff advised that if the lots are adjacent to each other and are owned by the same party, they could be combined, but also cautioned that it may be more difficult to separate them in the future. The petitioner went ahead and combined the lots with Anoka County in 2011, which is a straightforward process that simply requires a form to be filled out and filed at the Recorder's office.

From what staff understands, the partner of B & D Mathews Investments, LLC that filed the paperwork to combine the lots in 2011 recently passed away and now the ownership group would like the option to sell one of the buildings. In order to do that, the lot needed to be subdivided to what it was before the combination in 2011. Which is the reason for the lot split request.

Lot Split and Variance Analysis

As stated above, prior to the lots being combined in 2011, each apartment building existed on its own lot. The petitioner is simply asking to have them subdivided back to the way they were when they were platted in 1961.



When the apartment buildings were constructed in 1962 and 1963, the properties were zoned R-2, Two-Family, and the 1955 zoning code allowed multi-family uses by right. That code also required a minimum lot size of 16,000 sq. ft. for an 8-unit building and 20,500

sq. ft. for an 11-unit building. Track A is only 13,500 sq. ft. in size, which didn't meet the minimum requirements established in the 1955 code. However, the building permit issued for the Tract A property, which was addressed as 361 74th Avenue specifically states that it was for

the construction of an 8-unit apartment building. It is unclear to current City staff why the staff in 1962 would have been allowed that size of building to be constructed when it didn't meet the code requirements. It leaves current staff and the City in a difficult situation of allowing a use that was permitted through the issuance of a building permit in 1962 and didn't meet code requirements to continue to be used in the same manner. To legally recognize the non-conformity, staff advised the petitioner to apply for a variance.

The current R-3, Multi-Family code requires 19,000 sq. ft. for an 8-unit building and 22,000 sq. ft. for an 11-unit building, which is stricter than the 1955 code. Tract B is 23,855 sq. ft. in size, so it meets the code requirements. Tract A is the parcel that requires the variance to recognize the lot size of 13,500 sq. ft. We are using the current standards to request the variance from 19,000 sq. ft. to 13,500 sq. ft. for the Tract A (361 74th Avenue) parcel.

Practical Difficulties

Variances may be granted if practical difficulties exist on the property. Practical difficulties are met based on the following findings of fact:

- Is the variance in harmony with the purpose and intent of the ordinance?
 - When the property was developed in 1962, multi-family uses were a permitted use on the subject property and the surrounding parcels. Allowing multi-family uses is the intent of the ordinance, which is what is occupied on-site, therefore meeting the intent.
- Is the variance consistent with the Comprehensive Plan?
 - The 2040 Comprehensive Plan guide this property for multi-family: so consistent with the Plan.
- Does the proposal put the property to use in a reasonable manner?
 - The property will continue to be used as it has been since the 1962 and is considered a reasonable use.
- Are there unique circumstances to the property, not created by the landowner?
 - Unique circumstances do exist on the property; an 8-unit building was permitted to be constructed on the property, despite not meeting the minimum lot size requirements in 1962. That circumstance was created prior to the petitioner owning the property. There have been little to no complaints or code violations on this property, so the property will continue to function as it has for the last 59 years. All other code requirements can be met, except for lot size.
 - This circumstance is also unique because staff today would never recommend granting a variance to lot size. Granting a variance to lot size is essentially created a new minimum in a zoning district. This situation is unique because it's pre-existing and staff would not it to be precedence setting for new developments.
- Will the variance, if granted, alter the essential character of the locality?
 - Granting the variance will not alter the character of the neighborhood and it will allow the City to place stipulations on the variance to help mitigate any negative impacts to the neighborhood.

Staff Recommendation

City Staff recommends approval of this lot split request.

City Staff recommends approval of this variance request, with stipulations.

- Practical difficulties exist – pre-existing condition and permitted in 1962.

Stipulations

1. *The petitioner and any future property owner shall monitor and maintain on-site parking. There shall be no off-street parking by residents.*
2. *The petitioner and any future property owner shall comply with all code requirements related to solid waste disposal and recycling collection.*



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager

Title

Resolution No. 2021-28, Approving Variance #21-03 petitioned by B & D Mathews Investments LLC (Ward 1)

Background

Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a variance to reduce the lot size requirement for an 8-unit apartment building from 19,000 sq. ft. to 13,500 sq. ft. in size.

Variances may only be granted if practical difficulties exist on the property. The practical difficulties that exist on this property are: 1. The lot size with an 8-unit building on it was a pre-existing condition; 2. The building permit issued in 1962 allowed the construction of an 8-unit building with the 13,500 sq. ft. lot size.

The Planning Commission held a public hearing for VAR #21-03 at their March 17, 2021. After a brief discussion, the Planning Commission recommended approval of Variance, VAR #21-03, with the stipulations presented by staff. The motion carried unanimously.

A Notice of Public Hearing before the Planning Commission was published in the March 5, 2021 edition of the *Star Tribune*.

Financial Impact

No financial impact.

Recommendation

Staff recommend the approval of Resolution No. 2021-28.

Focus on Fridley Strategic Alignment

☒ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Attachments and Other Resources

- Resolution No. 2021-28
- Staff Report to the Planning Commission

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-28

Approving a Variance, VAR #21-03 to Reduce the Lot Size Requirement for the Property Located at 361 74th Avenue N.E., Owned by B & D Mathews Investments LLC

Whereas, on February 12, 2021, an application for a Variance was submitted for the property located at 361 74th Avenue N.E., legally described as Lot 9, Block 1, Melody Manor; and

Whereas, Section 205.09.03.A.(2) of the City Code requires a minimum lot area of 15,000 square feet for a four (4) family dwelling with an additional 1,000 square feet for each unit over four (4); and

Whereas, Section 205.05.06 of the City Code allows a variance to be granted where practical difficulties or unique circumstances exist that cause undue hardship in the strict application of the City Code; and

Whereas, variance application, VAR #21-03 submitted by B & D Mathews Investments LLC for the property at 361 74th Avenue N.E., requests a variance be granted to reduce the lot size requirement from 19,000 sq. ft. to 13,500 sq. ft.; and

Whereas, on March 17, 2021, the Planning Commission held a public hearing to consider variance request, VAR #21-03; and

Whereas, a practical difficulty or uniqueness was found to exist based on the following findings:

- Is the variance in harmony with the purpose and intent of the ordinance?
 - When the property was developed in 1962, multi-family uses were a permitted use on the subject property and the surrounding parcels. Allowing multi-family uses is the intent of the ordinance, which is what is occupied on-site, therefore meeting the intent.
- Is the variance consistent with the Comprehensive Plan?
 - The 2040 Comprehensive Plan guide this property for multi-family: so consistent with the Plan.
- Does the proposal put the property to use in a reasonable manner?
 - The property will continue to be used as it has been since 1962 and is considered a reasonable use.
- Are there unique circumstances to the property, not created by the landowner?
 - Unique circumstances do exist on the property; an 8-unit building was permitted to be constructed on the property, despite not meeting the minimum lot size requirements in 1962. That circumstance was created prior to the petitioner owning the property. There have been little to no complaints or code violations on this property, so the property will continue to function as it has for the last 59 years. All other code requirements can be met, except for lot size.
 - This circumstance is also unique because staff today would never recommend granting a variance to lot size. Granting a variance to lot size is essentially creating

a new minimum in a zoning district. This situation is unique because it is pre-existing and would not be precedence setting for new developments.

- Will the variance, if granted, alter the essential character of the locality?
 - Granting the variance will not alter the character of the neighborhood and it will allow the City to place stipulations on the variance to help mitigate any negative impacts to the neighborhood.

Whereas, at the March 17, 2021 meeting, the Planning Commission unanimously recommended approval of the Variance, VAR #21-03 based on the above findings of fact; and

Whereas, on April 12, 2021 the Fridley City Council approved the stipulations presented in Exhibit A as the conditions approved by the City Council of Variance, VAR #21-03.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Variance, VAR #21-03 to reduce the lot size requirement for the property located at 361 74th Avenue N.E. and the stipulations represented in Exhibit A are hereby adopted and approved based on the above findings of fact.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk

Exhibit A

Stipulations:

1. The petitioner and any future property owner shall monitor and maintain on-site parking. There shall be no off-street parking by residents.
2. The petitioner and any future property owner shall comply with all code requirements related to solid waste disposal and recycling collection.

City of Fridley Land Use Application

LS #21-02 and VAR #21-03

March 17, 2021

GENERAL INFORMATION

Applicant:

B & D Mathews Investments, LLC
Cristian Chiesa
1410 S Ferry Road
Anoka, MN 55303

Requested Action:

Lot Split and Variance

Existing Zoning:

R-3, Multi-Family

Location:

351 74th Avenue NE

Size:

37,026 sq. ft. .85 acres

Existing Land Use:

Two Apartment Buildings

Surrounding Land Use & Zoning:

N: Condo Building and Church & R-3
E: Apartment Building & R-3
S: Duplexes & R-2
W: University Ave & ROW

Comprehensive Plan Conformance:

Future Land Use Map designation is
Multi-Family

Zoning Ordinance Conformance:

Section 205.09 requires a minimum lot size of 15,000 sq. ft. for four family dwellings, with an additional 1,000 sq. ft. for each unit over four.

Building/Zoning History:

- 1961 – 2 lots platted
- 1962 – 8-unit building constructed
- 1963 – 11-unit building constructed
- 2011 – 2 lots combined into 1

Legal Description of Property:

Lots 9 and 10, Block 1, Melody Manor

Public Utilities:

Buildings are connected

Transportation:

The properties are accessed from 74th Avenue

SPECIAL INFORMATION

Physical Characteristics:

Flat lot with 2 apartment buildings, parking areas and landscaping.

SUMMARY OF PROJECT

Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split be approved, to subdivide the lot to create (2) lots, one for each apartment building.
The petitioner is also requesting a variance to reduce the lot size requirement for an 8-unit building from 19,000 sq. ft. to 13,500 sq. ft. in size.

SUMMARY OF ANALYSIS

City staff recommends approval of this lot split request.

City staff recommends approval of the variance request, with stipulations.



Aerial of Property

City Council Action/60 Day Action Date

City Council – April 12, 2021

60-Day Date – April 12, 2021

Staff Report Prepared by Stacy Stromberg

Land Use Applications

Lot Split Request #21-02 and Variance Request #21-03

The Requests

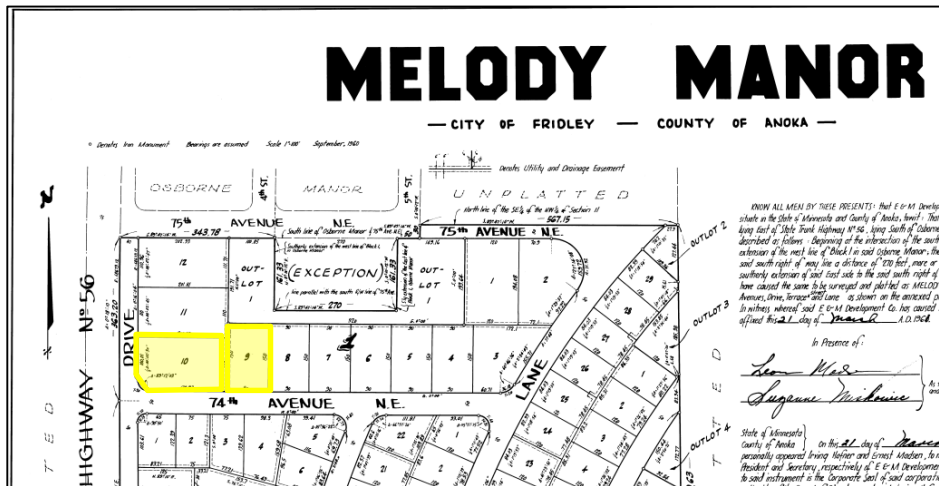
Cristian Chiesa, with B & D Mathews Investments LLC, the owner of the property at 351 74th Avenue is requesting a lot split to subdivide the lot to create (2) lots, one for each apartment building.

The petitioner is also requesting a variance to reduce the lot size requirement for an 8-unit apartment building from 19,000 sq. ft. to 13,500 sq. ft. in size.



Site Description and History

The property is located on the corner of the University Avenue Service Drive and 74th Avenue. When the property was platted in 1961, it was platted as Lots 9 and 10, Block 1, Melody Manor. At that time, the land was zoned R-2, Two-Family and that zoning district allowed multi-family as a permitted use. In 1962, the 8-unit building on Lot 9 was constructed and in 1963, the 11-unit building on Lot 10 was constructed.



In 1955, the City Council adopted a zoning ordinance that added the R-3, Multi-Family zoning district, however it still allowed multi-family as a permitted use in the R-2, Two-Family zoning district. When the City adopted a new zoning ordinance in

1969, it revised the permitted uses in the R-2 zoning district, which stated multi-family buildings were no longer allowed in the R-2 zoning district. As a result, the subject properties were considered non-conforming. When a property has a non-conforming status, the buildings can remain as they are, but no expansions or major renovations can take place.

In 2003, a neighboring multi-family property owner wanted to tear down their existing garages and build new ones, but because the property was zoned R-2, Two-Family it was considered non-conforming, so major renovations weren't allowed. As a result, the entire block between the University Avenue Service Drive and Lyric Lane, and 74th Avenue and 75th Avenue were

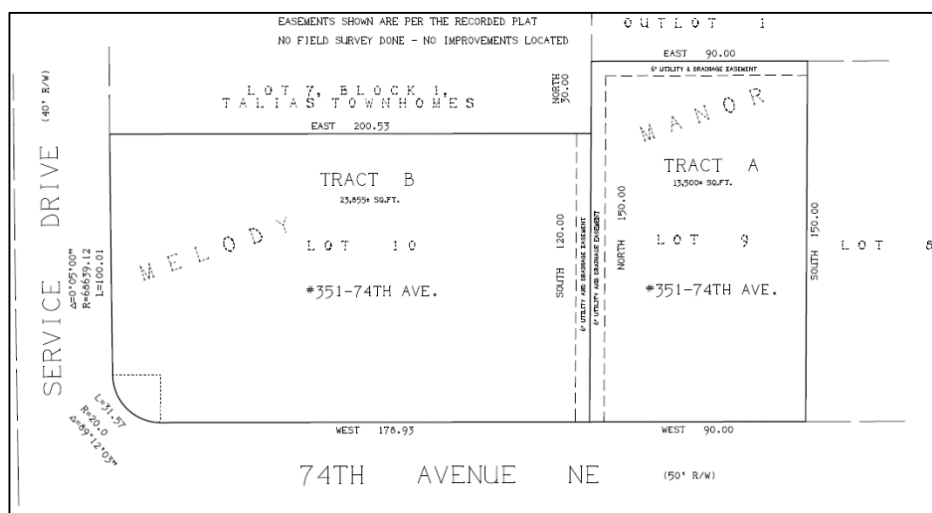
petitioned to be rezoned to R-3, Multi-Family, which was approved by the Council. The change in zoning would allow the use to be conforming and it also allowed the property owners to re-invest in their properties.

In 2008, the petitioner purchased the 11-unit building addressed as 351 74th Avenue and in 2011 they purchased the 8-unit building that was addressed as 361 74th Avenue. The 11-unit building was licensed with the Minnesota Department of Human Services to operate a Substance Use Disorder Treatment Center operated by Transformation House. When the 8-unit building was purchased, the State had an issue approving the license for the same use because of the two buildings were located too close to each other. Staff advised that if the lots are adjacent to each other and are owned by the same party, they could be combined, but also cautioned that it may be more difficult to separate them in the future. The petitioner went ahead and combined the lots with Anoka County in 2011, which is a straightforward process that simply requires a form to be filled out and filed at the Recorder's office.

From what staff understands, the partner of B & D Mathews Investments, LLC that filed the paperwork to combine the lots in 2011 recently passed away and now the ownership group would like the option to sell one of the buildings. In order to do that, the lot needed to be subdivided to what it was before the combination in 2011. Which is the reason for the lot split request.

Lot Split and Variance Analysis

As stated above, prior to the lots being combined in 2011, each apartment building existed on its own lot. The petitioner is simply asking to have them subdivided back to the way they were when they were platted in 1961.



When the apartment buildings were constructed in 1962 and 1963, the properties were zoned R-2, Two-Family, and the 1955 zoning code allowed multi-family uses by right. That code also required a minimum lot size of 16,000 sq. ft. for an 8-unit building and 20,500

sq. ft. for an 11-unit building. Tract A is only 13,500 sq. ft. in size, which didn't meet the minimum requirements established in the 1955 code. However, the building permit issued for the Tract A property, which was addressed as 361 74th Avenue specifically states that it was for

the construction of an 8-unit apartment building. It is unclear to current City staff why the staff in 1962 would have been allowed that size of building to be constructed when it didn't meet the code requirements. It leaves current staff and the City in a difficult situation of allowing a use that was permitted through the issuance of a building permit in 1962 and didn't meet code requirements to continue to be used in the same manner. To legally recognize the non-conformity, staff advised the petitioner to apply for a variance.

The current R-3, Multi-Family code requires 19,000 sq. ft. for an 8-unit building and 22,000 sq. ft. for an 11-unit building, which is stricter than the 1955 code. Tract B is 23,855 sq. ft. in size, so it meets the code requirements. Tract A is the parcel that requires the variance to recognize the lot size of 13,500 sq. ft. We are using the current standards to request the variance from 19,000 sq. ft. to 13,500 sq. ft. for the Tract A (361 74th Avenue) parcel.

Practical Difficulties

Variances may be granted if practical difficulties exist on the property. Practical difficulties are met based on the following findings of fact:

- Is the variance in harmony with the purpose and intent of the ordinance?
 - When the property was developed in 1962, multi-family uses were a permitted use on the subject property and the surrounding parcels. Allowing multi-family uses is the intent of the ordinance, which is what is occupied on-site, therefore meeting the intent.
- Is the variance consistent with the Comprehensive Plan?
 - The 2040 Comprehensive Plan guide this property for multi-family: so consistent with the Plan.
- Does the proposal put the property to use in a reasonable manner?
 - The property will continue to be used as it has been since 1962 and is considered a reasonable use.
- Are there unique circumstances to the property, not created by the landowner?
 - Unique circumstances do exist on the property; an 8-unit building was permitted to be constructed on the property, despite not meeting the minimum lot size requirements in 1962. That circumstance was created prior to the petitioner owning the property. There have been little to no complaints or code violations on this property, so the property will continue to function as it has for the last 59 years. All other code requirements can be met, except for lot size.
 - This circumstance is also unique because staff today would never recommend granting a variance to lot size. Granting a variance to lot size is essentially creating a new minimum in a zoning district. This situation is unique because it's pre-existing and would not be precedence setting for new developments.
- Will the variance, if granted, alter the essential character of the locality?
 - Granting the variance will not alter the character of the neighborhood and it will allow the City to place stipulations on the variance to help mitigate any negative impacts to the neighborhood.

Staff Recommendation

City Staff recommends approval of this lot split request.

City Staff recommends approval of this variance request, with stipulations.

- Practical difficulties exist – pre-existing condition and permitted in 1962.

Stipulations

1. *The petitioner and any future property owner shall monitor and maintain on-site parking. There shall be no off-street parking by residents.*
2. *The petitioner and any future property owner shall comply with all code requirements related to solid waste disposal and recycling collection.*



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director
Brandon Brodhag, Civil Engineer

Title

Resolution No. 2021-30, Approving Change Order No. 3 (Final) for 2019 Street Rehabilitation Project No. ST2019-01

Background

Attached is Change Order No. 3 (Final) for the 2019 Street Rehabilitation Project No. 19-01. This project is part of the City's regular street maintenance program and includes the additions of trails, sidewalk, and other ancillary items under a contract with Park Construction of Fridley, MN.

The amount of this change order is \$14,055.02. This change order increases the original contract by 1.8%. The cumulative increase of the original contract is 9.9%.

Additional work was required due to the following:

Construction Sign Special: Item C03.01 (ST2019-01 CIP)

During construction of the 69th Avenue closure, staff requested that our contractor place temporary guidance and detour signage to help vehicles navigate to 69th Avenue after the access to 69th Avenue from the Service Road was closed off. The total cost for the additional construction sign driveways is \$287.99.

Concrete Curb & Gutter Design B618: Item CO3.02 (ST2019-01 CIP)

An additional replacement of 220 lineal feet of concrete curb and gutter beyond the original estimate. In a few areas of the project, the concrete curb and gutter was flat or had back pitch, which was holding water. This is likely due to soil heave or settlement over the years. Staff determined these poorly drained areas would likely accelerate pavement deterioration and be a safety hazard. Staff directed the contractor to replace identified curbing. The total cost for the additional concrete curb & gutter work is \$7,678.00.

Rigid PVC Loop Detector 6' X 6': Item CO3.03 (ST2019-01 CIP)

An added quantity of two additional rigid PVC loop detectors were needed during construction of the project. These loop detectors are for MnDOT's signal system on the Service Road and were needing to be replaced after reclaiming the road. The total cost for the additional rigid loop detectors is \$2,420.

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Restoration items: Items CO3.04 through CO3.09 (ST2019-01 CIP)

Additional restoration items included fertilizer type three, erosion control blankets, seeding, seed mixes 25-151 & 33-262, and hydraulic bonded fiber matrix. These additional items were mainly from a request by Public Works staff to restore the area between the water treatment plant and the expanded pond off 69th Avenue. This area had not been restored yet by the water treatment plant contractor and our restoration contractor was already onsite so staff requested that our contractor restore the area near the pond. The total cost for the additional restoration items is \$2,605.58.

Pavement Marking items: Items CO3.10 through CO3.12 (ST2019-01 CIP)

The additional pavement markings included striping a 4" solid line on the trail near the water treatment plant that was requested by staff after the completion of the trail; additional crosswalk blocks were also required at the intersection of Trunk Highway 47 and University Ave Service Road to expand the entire width of the Service Road. The total cost for the additional pavement markings is \$1,063.45.

The project is substantially complete and awaiting final payment. Bid unit prices were applied to all items on this change order.

Financial Impact

Recommendation

Staff recommends the approval of Resolution No. 2021-30.

Focus on Fridley Strategic Alignment

☒ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☒ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2021-30
- Change Order No. 3

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-30**Approve Change Order #3 (Final) for 2019 Street Rehabilitation Project No. ST2019-01**

Whereas, the 2019 Street Rehabilitation Project (Project) included as part of the City's regular street maintenance programs and includes the additions of trails, sidewalk and other ancillary items under a contract with Park Construction of Fridley, MN (Contractor); and

Whereas, the Project was funded by the City of Fridley's Minnesota State Aid System funding, utility enterprise funds and special assessments; and

Whereas, additional work was desired by the City of Fridley that modified the original contract from \$823,533.74 to \$837,588.76 (1.7% increase); and

Whereas, the Contractor performed work as directed by City staff and work is substantially completed and awaiting final payment.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Approval of Change Order #3 (Final) for the 2019 Street Rehabilitation Project in the amount of \$14,055.02.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk



Public Works Department

Streets • Parks • Water • Sewer • Stormwater • Fleet • Facilities • Engineering

1-Apr-21

Park Construction Company
1481 81st Avenue NE
Minneapolis, Minnesota 55432

SUBJECT : Change Order No. 3 (Final) 2019 Street Rehabilitation Project No. 19-01

You are hereby ordered, authorized, and instructed to modify your contract for the above referenced project by including the following items:

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
CO3.01	Construction Sign Special	LS	1.00	\$ 287.99	\$ 287.99
CO3.02	Concrete Curb & Design B618	LF	220.00	\$ 34.90	\$ 7,678.00
CO3.03	Rigid PVC Loop Detector 6' X 6'	EA	2.00	\$ 1,210.00	\$ 2,420.00
CO3.04	Fertilizer Type 3	LB	187.00	\$ 1.00	\$ 187.00
CO3.05	Erosion Control Blankets Category 3P	SY	2.25	\$ 100.00	\$ 225.00
CO3.06	Seeding	AC	0.16	\$ 303.00	\$ 48.48
CO3.07	Seed Mix 25-151	LB	160.00	\$ 5.00	\$ 800.00
CO3.08	Seed Mix 33-262	LB	13.00	\$ 15.20	\$ 197.60
CO3.09	Hydraulic Bonded Fiber Matrix	LB	675.00	\$ 1.70	\$ 1,147.50
CO3.10	24" Solid Line: Epoxy	LF	2.00	\$ 20.20	\$ 40.40
CO3.11	4" Solid Line: Epoxy	LF	295.00	\$ 0.71	\$ 209.45
CO3.12	Crosswalk Mssg Pref Thermo GR in ESR	SF	72.00	\$ 11.30	\$ 813.60
CHANGE ORDER NO. 3 TOTAL =					\$ 14,055.02

Original Contract Amount:	\$	762,412.61	
Prior Change Orders Approved:	\$	61,121.13	8.0% of Original Contract Amount
This Change Order:	\$	14,055.02	1.8% of Original Contract Amount
Proposed Contract Amount:	\$	837,588.76	

Submitted and approved by James Kosluchar, Director of Public Works, on the 12th Day of April, 2021

James P. Kosluchar, Director of Public Works

Approved and accepted this _____ th day of _____, 2021 by Park Construction Company

Park Construction Company Representative

Approved and accepted this _____ th day of _____, 2021 by the City of Fridley

Scott Lund, Mayor

Walter T. Wysopal, City Manager



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve Claims Nos. 192302 - 192475

Background

Financial Impact

Recommendation

Approve Claim Nos. 192302 - 192475

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☒ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Claims Report
- Emergency Claims Report

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.



City of Fridley, MN

Item 10.

COUNCIL CLAIMS REPORT

By Fund

Payment Dates 3/18/2021 - 4/7/2021

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 101 - General Fund							
Vendor: 13268 - 121 BENEFITS							
DFT0003370	03/19/2021	INV0025685	CITY OF FRIDLEY HLTH REIMB ...	101-213150	Health Reimb HRA/Veba & HSA..	03/19/2021	1,050.00
DFT0003389	04/02/2021	INV0025742	CITY OF FRIDLEY HLTH REIMB ...	101-213150	Health Reimb HRA/Veba & HSA..	04/02/2021	1,050.00
						Vendor 13268 - 121 BENEFITS Total:	2,100.00
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - HRA	101-132200	Due from HRA	04/07/2021	38.32
						Vendor 10185 - AT & T WIRELESS SERVICE Total:	38.32
Vendor: 10195 - AUTONATION FORD WHITE BEAR LAKE							
192369	03/30/2021	37283	CAR PARTS - VEH 373	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	33.62
						Vendor 10195 - AUTONATION FORD WHITE BEAR LAKE Total:	33.62
Vendor: Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA							
712	03/19/2021	INV0025669	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	03/19/2021	14,701.60
712	03/19/2021	INV0025670	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	03/19/2021	3,250.21
716	04/02/2021	INV0025721	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	04/02/2021	14,701.60
716	04/02/2021	INV0025722	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	04/02/2021	2,857.18
						Vendor Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA Total:	35,510.59
Vendor: Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA							
714	03/19/2021	INV0025673	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	03/19/2021	342.60
714	03/19/2021	INV0025681	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	03/19/2021	75.00
714	03/19/2021	INV0025682	CITY OF FRIDLEY ICMA Ppt ID ...	101-213280	RHS Plan (ICMA)	03/19/2021	2,325.00
714	03/19/2021	INV0025683	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	03/19/2021	525.00
718	04/02/2021	INV0025725	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	04/02/2021	342.60
718	04/02/2021	INV0025735	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	04/02/2021	75.00
718	04/02/2021	INV0025736	CITY OF FRIDLEY ICMA Ppt ID ...	101-213280	RHS Plan (ICMA)	04/02/2021	2,325.00
718	04/02/2021	INV0025737	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	04/02/2021	525.00
						Vendor Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA Total:	6,535.20
Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA							
713	03/19/2021	INV0025684	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213270	ICMA Roth IRA	03/19/2021	3,883.63
717	04/02/2021	INV0025738	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213270	ICMA Roth IRA	04/02/2021	3,883.63
						Vendor Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA Total:	7,767.26
Vendor: 10563 - DELTA DENTAL PLAN OF MINNESOTA							
DFT0003382	04/02/2021	INV0025723	MONTHLY PREMIUM	101-213160	Dental Insurance Payable	04/02/2021	7,249.04
						Vendor 10563 - DELTA DENTAL PLAN OF MINNESOTA Total:	7,249.04

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10717 - FLEET PRIDE TRUCK & TRAILER PARTS							
192373	03/30/2021	70431715	INVENTORY CAR PARTS	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	5.14
Vendor 10717 - FLEET PRIDE TRUCK & TRAILER PARTS Total:							5.14
Vendor: 10745 - FRIDLEY FIRE RELIEF ASSOC							
192402	03/31/2021	INV0025726	BI-WEEKLY PAYROLL CONTRIB...	101-213290	Union Dues - POC/Vol Fire	04/02/2021	100.00
Vendor 10745 - FRIDLEY FIRE RELIEF ASSOC Total:							100.00
Vendor: 10748 - FRIDLEY POLICE ASSOCIATION							
192403	03/31/2021	INV0025724	BI-WEEKLY PAYROLL CONTRIB...	101-213330	Fridley Police Association	04/02/2021	184.00
Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:							184.00
Vendor: 10782 - GENUINE PARTS CO/NAPA							
192375	03/30/2021	4342-809051	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	-8.46
192375	03/30/2021	4342-809051	INVENTORY CAR PARTS	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	422.97
192375	03/30/2021	4342-809245	CAR PARTS - VEH 507	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	14.33
192375	03/30/2021	4342-809245	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	-0.29
Vendor 10782 - GENUINE PARTS CO/NAPA Total:							428.55
Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES							
DFT0003371	03/19/2021	INV0025686	BI-WEEKLY SOCIAL SECURITY ...	101-212120	FICA Payable	03/19/2021	38,227.10
DFT0003372	03/19/2021	INV0025687	BI-WEEKLY MEDICARE WITHH...	101-212130	Medicare Payable	03/19/2021	13,970.64
DFT0003374	03/19/2021	INV0025689	BI-WEEKLY FEDERAL TAX WIT...	101-212100	Federal Tax Withheld	03/19/2021	45,483.17
DFT0003390	04/02/2021	INV0025743	BI-WEEKLY SOCIAL SECURITY ...	101-212120	FICA Payable	04/02/2021	34,805.98
DFT0003391	04/02/2021	INV0025744	BI-WEEKLY MEDICARE WITHH...	101-212130	Medicare Payable	04/02/2021	13,212.82
DFT0003393	04/02/2021	INV0025746	BI-WEEKLY FEDERAL TAX WIT...	101-212100	Federal Tax Withheld	04/02/2021	44,863.34
Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:							190,563.05
Vendor: 267997 - FFFA DUES - INTL ASSOC OF FIRE FIGHTERS - IAFF							
715	04/02/2021	INV0025739	FF DUES - LOCAL #1986	101-213230	Union Dues - FT Fire	04/02/2021	90.00
Vendor 267997 - FFFA DUES - INTL ASSOC OF FIRE FIGHTERS - IAFF Total:							90.00
Vendor: 11198 - LAW ENFORCEMENT LABOR SERVICES							
192404	03/31/2021	INV0025740	POLICE UNION 119 - BI-WEEKL...	101-213210	Union Dues - Police	04/02/2021	1,841.50
192404	03/31/2021	INV0025741	SGT UNION 310 - MONTHLY D...	101-213210	Union Dues - Police	04/02/2021	444.50
Vendor 11198 - LAW ENFORCEMENT LABOR SERVICES Total:							2,286.00
Vendor: 13076 - LEGALSHIELD							
192407	03/31/2021	INV0025730	MONTHLY PAYROLL DEDUCTI...	101-213320	Miscellaneous Withholdings	04/02/2021	577.15
Vendor 13076 - LEGALSHIELD Total:							577.15
Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER							
192405	03/31/2021	INV0025720	BI-WEEKLY PAYROLL DEDUCTI...	101-213300	Child Support Withheld	04/02/2021	1,174.98
Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:							1,174.98
Vendor: 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES							
DFT0003373	03/19/2021	INV0025688	BI-WEEKLY STATE INCOME TAX...	101-212110	State Tax Withheld	03/19/2021	20,487.62
DFT0003392	04/02/2021	INV0025745	BI-WEEKLY STATE INCOME TAX...	101-212110	State Tax Withheld	04/02/2021	19,892.06
Vendor 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES Total:							40,379.68

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/24/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11437 - MINN DEPT OF LABOR & INDUSTRY							
192357	03/24/2021	FEB SURCHARGE	FEBRUARY SURCHARGE	101-203130	Surtax/Surcharge	03/24/2021	543.24
Vendor 11437 - MINN DEPT OF LABOR & INDUSTRY Total:							543.24
Vendor: 11546 - NCPERS MINNESOTA-478000							
192406	03/31/2021	INV0025731	BI-WEEKLY PAYROLL DEDUCTI...	101-213180	PERA Life Insurance	04/02/2021	800.00
Vendor 11546 - NCPERS MINNESOTA-478000 Total:							800.00
Vendor: 12443 - OPTUM BANK (HSA)							
DFT0003366	03/19/2021	INV0025677	HSA SAVINGS ACCT - EMPLOY...	101-213150	Health Reimb HRA/Veba & HSA..	03/19/2021	2,860.66
DFT0003385	04/02/2021	INV0025729	HSA SAVINGS ACCT - EMPLOY...	101-213150	Health Reimb HRA/Veba & HSA..	04/02/2021	2,810.66
Vendor 12443 - OPTUM BANK (HSA) Total:							5,671.32
Vendor: 11685 - PERA - PUBLIC EMPLOYEES							
DFT0003367	03/19/2021	INV0025678	BI-WEEKLY DEDUCTION - COO...	101-213100	PERA	03/19/2021	38,635.12
DFT0003368	03/19/2021	INV0025679	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	03/19/2021	164.46
DFT0003369	03/19/2021	INV0025680	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	03/19/2021	52,483.49
DFT0003386	04/02/2021	INV0025732	BI-WEEKLY DEDUCTION - COO...	101-213100	PERA	04/02/2021	38,502.88
DFT0003387	04/02/2021	INV0025733	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	04/02/2021	164.46
DFT0003388	04/02/2021	INV0025734	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	04/02/2021	52,844.56
Vendor 11685 - PERA - PUBLIC EMPLOYEES Total:							182,794.97
Vendor: 11783 - PREFERRED ONE INSURANCE COMPANY							
DFT0003383	04/02/2021	INV0025727	MONTHLY PREMIUM	101-213140	Health Insurance	04/02/2021	125,261.59
Vendor 11783 - PREFERRED ONE INSURANCE COMPANY Total:							125,261.59
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-132200	Due from HRA	03/29/2021	6.79
Vendor 13775 - QUADIENT FINANCE USA INC Total:							6.79
Vendor: 12081 - STANDARD INSURANCE COMPANY (LIFE)							
192340	03/23/2021	MARCH 2021	MARCH LIFE	101-213170	Life Insurance Payable	03/23/2021	2,518.76
192340	03/23/2021	MARCH 2021	MARCH LIFE RETIREE & POC	101-213170	Life Insurance Payable	03/23/2021	172.78
192340	03/23/2021	MARCH 2021	MARCH LIFE HRA	101-213170	Life Insurance Payable	03/23/2021	101.88
Vendor 12081 - STANDARD INSURANCE COMPANY (LIFE) Total:							2,793.42
Vendor: 12082 - STANDARD INSURANCE COMPANY LTD/STD							
192341	03/23/2021	APRIL 2021	APRIL LONG TERM DISABILITY	101-213200	Long Term Disability Withhold...	03/23/2021	2,714.74
192341	03/23/2021	APRIL 2021	APRIL LONG TERM DISABILITY ...	101-213200	Long Term Disability Withhold...	03/23/2021	28.33
192341	03/23/2021	APRIL 2021	APRIL SHORT TERM DISABILITY...	101-213205	Short Term Disability	03/23/2021	31.00
192341	03/23/2021	APRIL 2021	APRIL SHORT TERM DISABILITY	101-213205	Short Term Disability	03/23/2021	3,328.64
Vendor 12082 - STANDARD INSURANCE COMPANY LTD/STD Total:							6,102.71
Vendor: 12122 - SUBURBAN TIRE WHOLESALE INC							
192381	03/30/2021	10177515	CAR PARTS - VEH 507	101-141040	Inventory - Auto Parts & Suppl...	03/30/2021	278.46
Vendor 12122 - SUBURBAN TIRE WHOLESALE INC Total:							278.46

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/25/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Car Part Veh 571 (8.48 tax) / ...	101-141040	Inventory - Auto Parts & Suppl...	03/25/2021	114.80
Vendor 12262 - US BANK (P-CARDS) Total:							114.80
							619,389.88
Division: 111 - Legislative							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - CITY COUNCIL	101-1110-633120	City Council / Communication	04/07/2021	38.32
Vendor 10185 - AT & T WIRELESS SERVICE Total:							38.32
Division 111 - Legislative Total:							38.32
Division: 121 - City Management							
Vendor: 13299 - AMERICAN SOLUTIONS FOR BUSINESS							
192472	04/07/2021	INV05251820	DISCOUNT	101-1210-621130	Gen Mgmt / Operating Supplies	04/07/2021	-4.79
192472	04/07/2021	INV05251820	RALLY TOWELS W/LOGO	101-1210-621130	Gen Mgmt / Operating Supplies	04/07/2021	239.61
Vendor 13299 - AMERICAN SOLUTIONS FOR BUSINESS Total:							234.82
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - CITY MANAGER	101-1210-633120	Gen Mgmt / Communication (...)	04/07/2021	43.10
Vendor 10185 - AT & T WIRELESS SERVICE Total:							43.10
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-1210-633120	Gen Mgmt / Communication (...)	03/29/2021	59.08
Vendor 13775 - QUADIENT FINANCE USA INC Total:							59.08
Vendor: 12087 - STAR TRIBUNE							
192468	04/07/2021	20210407 - 9664	DAILY NEWSPAPER	101-1210-632100	Gen Mgmt / Dues & Subscripti...	04/07/2021	49.40
Vendor 12087 - STAR TRIBUNE Total:							49.40
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	PW Poster / AMERICAN PUBLIC...	101-1210-621120	Gen Mgmt / Office Supplies	03/25/2021	26.25
DFT0003380	03/25/2021	INV0025712	Survey / SMK*SURVEYMONKE...	101-1210-632100	Gen Mgmt / Dues & Subscripti...	03/25/2021	33.00
DFT0003380	03/25/2021	INV0025712	Survey / SMK*SURVEYMONKE...	101-1210-632100	Gen Mgmt / Dues & Subscripti...	03/25/2021	35.00
Vendor 12262 - US BANK (P-CARDS) Total:							94.25
Division 121 - City Management Total:							480.65
Division: 124 - Legal							
Vendor: 10477 - COON RAPIDS, CITY OF							
192323	03/23/2021	13168	PROSECUTION SERVICES MAR ...	101-1240-631100	Legal / Services-Professional	03/23/2021	25,175.00
Vendor 10477 - COON RAPIDS, CITY OF Total:							25,175.00
Vendor: 12848 - KENNEDY & GRAVEN CHARTERED							
192471	04/07/2021	160072	FEBRUARY 2021 LEGAL FEES	101-1240-631100	Legal / Services-Professional	04/07/2021	8,054.00
Vendor 12848 - KENNEDY & GRAVEN CHARTERED Total:							8,054.00
Division 124 - Legal Total:							33,229.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/21

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 131 - Accounting							
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-1310-633120	Accounting / Communication (... 03/29/2021		77.49
Vendor 13775 - QUADIENT FINANCE USA INC Total:							77.49
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / OFFICE DE...	101-1310-621120	Accounting / Office Supplies	03/25/2021	30.99
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / OFFICE DE...	101-1310-621120	Accounting / Office Supplies	03/25/2021	20.97
DFT0003380	03/25/2021	INV0025712	KJ MNGFOA 2021 Renewal / M...	101-1310-632100	Accounting / Dues & Subscript...	03/25/2021	70.00
DFT0003380	03/25/2021	INV0025712	DUPLICATE (TO BE REVERSE / ...	101-1310-632100	Accounting / Dues & Subscript...	03/25/2021	70.00
DFT0003380	03/25/2021	INV0025712	DT GFOA 2021 RENEWAL / GO...	101-1310-632100	Accounting / Dues & Subscript...	03/25/2021	225.00
DFT0003380	03/25/2021	INV0025712	DT MNGFOA Renewal / MINN...	101-1310-632100	Accounting / Dues & Subscript...	03/25/2021	70.00
DFT0003380	03/25/2021	INV0025712	ANNUAL PRIME MEMBERSHIP ...	101-1310-632100	Accounting / Dues & Subscript...	03/25/2021	499.00
Vendor 12262 - US BANK (P-CARDS) Total:							985.96
Vendor: 12313 - VERIZON WIRELESS							
192313	03/23/2021	INV0025702	WIRELESS - COVID	101-1310-633120	Accounting / Communication (... 03/18/2021		41.76
Vendor 12313 - VERIZON WIRELESS Total:							41.76
Division 131 - Accounting Total:							1,105.21
Division: 132 - Assessing							
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-1320-633120	Assessing / Communication (p... 03/29/2021		8.89
Vendor 13775 - QUADIENT FINANCE USA INC Total:							8.89
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	ANNUAL MEMBERSHIP / MIN...	101-1320-632100	Assessing / Dues & Subscriptio...	03/25/2021	105.00
DFT0003380	03/25/2021	INV0025712	ANNUAL MEMBERSHIP / MIN...	101-1320-632100	Assessing / Dues & Subscriptio...	03/25/2021	105.00
Vendor 12262 - US BANK (P-CARDS) Total:							210.00
Division 132 - Assessing Total:							218.89
Division: 133 - Information Technology							
Vendor: 10150 - ANOKA COUNTY TREASURY OFFICE							
192318	03/23/2021	B210317K	APRIL 2021 FIBER CHG	101-1330-633120	IT / Communication (phones, ... 03/23/2021		950.00
Vendor 10150 - ANOKA COUNTY TREASURY OFFICE Total:							950.00
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - IT	101-1330-633120	IT / Communication (phones, ... 04/07/2021		229.89
Vendor 10185 - AT & T WIRELESS SERVICE Total:							229.89
Vendor: 10346 - CDW GOVERNMENT INC							
192322	03/23/2021	9658895.0	CISCO MAINT CONTRACT ASA ...	101-1330-635130	IT / Hardware & Software Sup...	03/23/2021	1,265.00
Vendor 10346 - CDW GOVERNMENT INC Total:							1,265.00
Vendor: 10395 - CENTURY LINK							
192459	04/07/2021	INV0025763	PHONE SERVICE 763 5742480 ...	101-1330-633120	IT / Communication (phones, ... 04/07/2021		66.12
Vendor 10395 - CENTURY LINK Total:							66.12

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/25/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10447 - COMCAST CABLE							
192399	03/30/2021	INV0025717	CABLE FEES 87721078900030...	101-1330-633120	IT / Communication (phones, ...	03/29/2021	334.06
Vendor 10447 - COMCAST CABLE Total:							334.06
Vendor: 13566 - FRESHWORKS INC							
192349	03/23/2021	FS119022	SERVICE DSK SOFTWARE ANN...	101-1330-635130	IT / Hardware & Software Sup...	03/23/2021	5,328.16
Vendor 13566 - FRESHWORKS INC Total:							5,328.16
Vendor: 11238 - LOFFLER COMPANIES-131511							
192356	03/24/2021	3680017	FEB 2021 PRINTER MAINT	101-1330-635100	IT / Services Contracted, Non-...	03/24/2021	79.81
Vendor 11238 - LOFFLER COMPANIES-131511 Total:							79.81
Division 133 - Information Technology Total:							8,253.04
Division: 136 - Elections							
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-1360-633120	Elections / Communication (p...	03/29/2021	13.79
Vendor 13775 - QUADIENT FINANCE USA INC Total:							13.79
Division 136 - Elections Total:							13.79
Division: 138 - City Clerk/Records							
Vendor: 12077 - ST PAUL STAMP WORKS INC							
192312	03/23/2021	INV0025698	CITY CLERK STAMP - FREIGHT	101-1380-621120	City Clerk / Office Supplies	03/17/2021	4.45
Vendor 12077 - ST PAUL STAMP WORKS INC Total:							4.45
Vendor: 13933 - TIMESAVER OFF SITE SECRETARIAL INC							
192414	03/31/2021	M26292	CHARTER COMMISSION MINU...	101-1380-635100	City Clerk / Services Contracted..	03/31/2021	195.50
Vendor 13933 - TIMESAVER OFF SITE SECRETARIAL INC Total:							195.50
Division 138 - City Clerk/Records Total:							199.95
Division: 141 - Non-departmental							
Vendor: 11104 - KEELEY, MICHAEL							
192411	03/31/2021	20210326 - 9144	TUITION REIMBURSEMENT	101-1410-632120	Non-Dept / Conferences & Sch...	03/31/2021	1,900.00
Vendor 11104 - KEELEY, MICHAEL Total:							1,900.00
Vendor: 12573 - OFFICE OF MNIT SERVICES							
192315	03/23/2021	W21020624	FEB LANGUAGE LINE	101-1410-633120	Non-Dept / Communication	03/17/2021	157.07
Vendor 12573 - OFFICE OF MNIT SERVICES Total:							157.07
Vendor: 13733 - QUADIENT LEASING USA INC							
192316	03/23/2021	N8775104	2ND QTR POSTAGE METER LE...	101-1410-635110	Non-Dept / Rental	03/22/2021	1,262.79
Vendor 13733 - QUADIENT LEASING USA INC Total:							1,262.79
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	US BANK REBATE	101-1410-475900	Non-Dept / Miscellaneous Rev...	03/25/2021	-1,024.84
Vendor 12262 - US BANK (P-CARDS) Total:							-1,024.84
Division 141 - Non-departmental Total:							2,295.02

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 142 - Emergency Reserves							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - EMERGENCY	101-1420-633120	Emergency Reserves / Commu...	04/07/2021	86.21
Vendor 10185 - AT & T WIRELESS SERVICE Total:							86.21
Vendor: 13603 - CMT JANITORIAL SERVICES							
192474	04/07/2021	3170	MARCH CLEANING POLICE DE...	101-1420-635100	Emergency Reserves / Services...	04/07/2021	2,436.00
Vendor 13603 - CMT JANITORIAL SERVICES Total:							2,436.00
Division 142 - Emergency Reserves Total:							2,522.21
Division: 211 - Police							
Vendor: 10178 - ASPEN MILLS INC							
192320	03/23/2021	270366	MOBILE FIELD FORCE GEAR	101-2110-621110	Police / Clothing & Laundry	03/23/2021	28,413.00
192461	04/07/2021	269637	UNIFORM ITEMS WEGNER	101-2110-621110	Police / Clothing & Laundry	04/07/2021	151.52
192461	04/07/2021	269675	UNIFORM ITEMS - OFFICER PE...	101-2110-621110	Police / Clothing & Laundry	04/07/2021	741.72
192461	04/07/2021	270097	UNIFORM ITEMS - SGT KEELEY	101-2110-621110	Police / Clothing & Laundry	04/07/2021	56.95
192461	04/07/2021	271870	UNIFORM ITEMS - TECH JOHN...	101-2110-621110	Police / Clothing & Laundry	04/07/2021	91.86
192461	04/07/2021	271879	UNIFORM ITEMS - CSO VALEN...	101-2110-621110	Police / Clothing & Laundry	04/07/2021	1,178.91
192461	04/07/2021	271943	UNIFORM ITEMS - LT GUEST	101-2110-621110	Police / Clothing & Laundry	04/07/2021	23.51
192461	04/07/2021	271945	UNIFORM ITEMS - OFFICER SP...	101-2110-621110	Police / Clothing & Laundry	04/07/2021	1,243.55
192461	04/07/2021	271946	UNIFORM ITEMS - SRO STEVE...	101-2110-621110	Police / Clothing & Laundry	04/07/2021	83.46
192461	04/07/2021	271947	UNIFORM ITEMS - SGT KEELEY	101-2110-621110	Police / Clothing & Laundry	04/07/2021	195.98
192461	04/07/2021	271994	UNIFORM ITEMS - SGT KEELEY	101-2110-621110	Police / Clothing & Laundry	04/07/2021	17.91
Vendor 10178 - ASPEN MILLS INC Total:							32,198.37
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - POLICE	101-2110-633120	Police / Communication (phon...	04/07/2021	1,039.31
Vendor 10185 - AT & T WIRELESS SERVICE Total:							1,039.31
Vendor: 12160 - AXON ENTERPRISE INC							
192384	03/30/2021	SI-1725666	HOLSTER AND CARTRIDGES	101-2110-621130	Police / Operating Supplies	03/30/2021	2,140.07
Vendor 12160 - AXON ENTERPRISE INC Total:							2,140.07
Vendor: 10266 - BLAINE AREA PET HOSPITAL							
192370	03/30/2021	159225	K9 FINN VET CHECK UP	101-2110-631100	Police / Services-Professional	03/30/2021	388.36
192462	04/07/2021	159504	K9 JAGER VET APPT - MARCH ...	101-2110-631100	Police / Services-Professional	04/07/2021	465.36
Vendor 10266 - BLAINE AREA PET HOSPITAL Total:							853.72
Vendor: 13883 - BOTACH							
192393	03/30/2021	6340556	2021 GAS MASKS AND FILTERS	101-2110-621130	Police / Operating Supplies	03/30/2021	5,790.00
Vendor 13883 - BOTACH Total:							5,790.00
Vendor: 13374 - CARDINAL INVESTIGATIONS							
192391	03/30/2021	FDPS2021-1	CSO BACKGROUND	101-2110-631100	Police / Services-Professional	03/30/2021	400.00
Vendor 13374 - CARDINAL INVESTIGATIONS Total:							400.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13516 - DAIGLE LAW GROUP LLC							
192392	03/30/2021	4069	POLICE POLICY DRAFTING AND...	101-2110-631100	Police / Services-Professional	03/30/2021	738.00
Vendor 13516 - DAIGLE LAW GROUP LLC Total:							738.00
Vendor: 13943 - FIELD TRAINING SOLUTIONS							
192396	03/30/2021	9093	2021 TRAINING FOR KOSTUCH...	101-2110-632120	Police / Conferences & School	03/30/2021	590.00
Vendor 13943 - FIELD TRAINING SOLUTIONS Total:							590.00
Vendor: 12438 - GREENHAVEN PRINTING							
192386	03/30/2021	210547	2020 PUBLIC SAFETY ANNUAL ...	101-2110-633110	Police / Printing & Binding	03/30/2021	2,047.69
Vendor 12438 - GREENHAVEN PRINTING Total:							2,047.69
Vendor: 11344 - MENARDS - BLAINE							
192330	03/23/2021	11588	SUPPLIES FOR CONSTRUCTING...	101-2110-621140	Police / Supplies for Repair & ...	03/23/2021	146.80
Vendor 11344 - MENARDS - BLAINE Total:							146.80
Vendor: 11454 - MINN HWY SAFETY/RESEARCH-MHSRC							
192332	03/23/2021	629430-8326	DRIVING SCHOOL OFFICER BU...	101-2110-632120	Police / Conferences & School	03/23/2021	595.00
Vendor 11454 - MINN HWY SAFETY/RESEARCH-MHSRC Total:							595.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-2110-633120	Police / Communication (phon...	03/29/2021	107.94
Vendor 13775 - QUADIENT FINANCE USA INC Total:							107.94
Vendor: 12115 - STREICHER'S							
192343	03/23/2021	I1489888	GEAR BAG - MFF	101-2110-621130	Police / Operating Supplies	03/23/2021	65.00
192380	03/30/2021	I1492434	CHEMICAL IRRITANTS	101-2110-621130	Police / Operating Supplies	03/30/2021	133.96
192380	03/30/2021	I1492547	CHEMICAL IRRITANTS	101-2110-621130	Police / Operating Supplies	03/30/2021	105.72
Vendor 12115 - STREICHER'S Total:							304.68
Vendor: 12146 - T-MOBILE							
192383	03/30/2021	9437545409	2021 GPS LOCATE - CASE 2103...	101-2110-633120	Police / Communication (phon...	03/30/2021	60.00
Vendor 12146 - T-MOBILE Total:							60.00
Vendor: 13791 - TOPWASH.COM							
192351	03/23/2021	FRI-012	FEBRUARY 2021 POLICE CAR ...	101-2110-635100	Police / Services Contracted, N...	03/23/2021	294.00
Vendor 13791 - TOPWASH.COM Total:							294.00
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	FUEL / HOLIDAY STATIONS 35...	101-2110-621100	Police / Fuels & Lubes	03/25/2021	27.35
DFT0003380	03/25/2021	INV0025712	MAG POUCH MFF / T3 - CV W...	101-2110-621110	Police / Clothing & Laundry	03/25/2021	43.12
DFT0003380	03/25/2021	INV0025712	PADDED POUCHES MFF / 5.11 ...	101-2110-621110	Police / Clothing & Laundry	03/25/2021	159.94
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / AMZN MKT...	101-2110-621120	Police / Office Supplies	03/25/2021	34.46
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / OFFICE DE...	101-2110-621120	Police / Office Supplies	03/25/2021	24.94
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / AMAZON.C...	101-2110-621120	Police / Office Supplies	03/25/2021	64.95
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / OFFICE DE...	101-2110-621120	Police / Office Supplies	03/25/2021	106.69
DFT0003380	03/25/2021	INV0025712	OFFICE SUPPLIES / AMAZON.C...	101-2110-621120	Police / Office Supplies	03/25/2021	135.08
DFT0003380	03/25/2021	DFT00025712	O2 TUBING NORGAARD / AM...	101-2110-621130	Police / Operating Supplies	03/25/2021	218.97
DFT0003380	03/25/2021	INV0025712	DOG FOOD / CHEWY.COM	101-2110-621130	Police / Operating Supplies	03/25/2021	70.45
DFT0003380	03/25/2021	INV0025712	Training Room Screen / TARGE...	101-2110-621130	Police / Operating Supplies	03/25/2021	349.99

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
DFT0003380	03/25/2021	INV0025712	FEE FOR CREDIT CARD / MN D...	101-2110-621130	Police / Operating Supplies	03/25/2021	1.26
DFT0003380	03/25/2021	INV0025712	BATTERIES / AMZN MKTP US*...	101-2110-621130	Police / Operating Supplies	03/25/2021	3.47
DFT0003380	03/25/2021	INV0025712	Retirement Card-Police / WAL...	101-2110-621130	Police / Operating Supplies	03/25/2021	80.95
DFT0003380	03/25/2021	INV0025712	KIMLINGER SHADOWBOX / MI...	101-2110-621130	Police / Operating Supplies	03/25/2021	12.49
DFT0003380	03/25/2021	INV0025712	EXTENSION CORDS (1.00 tax) ...	101-2110-621130	Police / Operating Supplies	03/25/2021	14.98
DFT0003380	03/25/2021	INV0025712	BACKPACK MAGNIFIER MFF / ...	101-2110-621130	Police / Operating Supplies	03/25/2021	716.90
DFT0003380	03/25/2021	INV0025712	ENGRAVING SHADOWBOX / SQ...	101-2110-621130	Police / Operating Supplies	03/25/2021	24.95
DFT0003380	03/25/2021	INV0025712	MALICE CLIPS MFF / AMZN M...	101-2110-621130	Police / Operating Supplies	03/25/2021	69.95
DFT0003380	03/25/2021	INV0025712	K9 DOG FOOD / CHUCK & DON...	101-2110-621130	Police / Operating Supplies	03/25/2021	81.49
DFT0003380	03/25/2021	INV0025712	TRAINING HANDCUFFS / HAN...	101-2110-621130	Police / Operating Supplies	03/25/2021	182.81
DFT0003380	03/25/2021	INV0025712	LIGHT AND BATTERY FOR 2 / EL...	101-2110-621130	Police / Operating Supplies	03/25/2021	83.50
DFT0003380	03/25/2021	INV0025712	MED SUPPLIES NORGAARD / ...	101-2110-621130	Police / Operating Supplies	03/25/2021	95.90
DFT0003380	03/25/2021	INV0025712	TAB RENEWAL FOR SQUADS / ...	101-2110-621130	Police / Operating Supplies	03/25/2021	50.75
DFT0003380	03/25/2021	INV0025712	MED SUPPLIES NORGAARD / ...	101-2110-621130	Police / Operating Supplies	03/25/2021	140.94
DFT0003380	03/25/2021	INV0025712	POST LICENSE FOR 19 / POST ...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	1,710.00
DFT0003380	03/25/2021	INV0025712	POST LICENSE WILSON / STATE...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	90.00
DFT0003380	03/25/2021	INV0025712	MN FRATERNAL GEORGE / PA...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	175.00
DFT0003380	03/25/2021	INV0025712	CREDIT CARD FEE POST LIC / P...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	2.24
DFT0003380	03/25/2021	INV0025712	MN CHIEFS MEMB KNAEBLE / ...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	172.00
DFT0003380	03/25/2021	INV0025712	MN FRATERNAL TITUS / PAYPA...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	175.00
DFT0003380	03/25/2021	INV0025712	MN FRATERNAL GUEST / PAYP...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	175.00
DFT0003380	03/25/2021	INV0025712	MN FRATERNAL MONSRUD / ...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	175.00
DFT0003380	03/25/2021	INV0025712	MN FRATERNAL WEIERKE / PA...	101-2110-632100	Police / Dues & Subscription, P...	03/25/2021	175.00
DFT0003380	03/25/2021	INV0025712	KEELEY TRAINING / BCA TRAIN...	101-2110-632120	Police / Conferences & School	03/25/2021	250.00
DFT0003380	03/25/2021	INV0025712	TRAINING LUSIGNAN / BLUE T...	101-2110-632120	Police / Conferences & School	03/25/2021	159.00
DFT0003380	03/25/2021	INV0025712	TEETZEL TRAINING / SPECIAL T...	101-2110-632120	Police / Conferences & School	03/25/2021	125.00
DFT0003380	03/25/2021	INV0025712	Transfer Bypass / PAYPAL *S...	101-2110-635100	Police / Services Contracted, N...	03/25/2021	35.00
Vendor 12262 - US BANK (P-CARDS) Total:							6,214.52
Division 211 - Police Total:							53,520.10
Division: 215 - Emergency Management							
Vendor: 10178 - ASPEN MILLS INC							
192461	04/07/2021	271948	UNIFORM ITEMS - RESERVE RU...	101-2150-621110	Emergency Mgmt / Clothing & ...	04/07/2021	143.16
Vendor 10178 - ASPEN MILLS INC Total:							143.16
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	CREDIT FOR KNAEBLE / ASSOC...	101-2150-632100	Emergency Mgmt / Dues & Su...	03/25/2021	-100.00
Vendor 12262 - US BANK (P-CARDS) Total:							-100.00
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025709	UTILITIES 51-5117620-2	101-2150-634100	Emergency Mgmt / Utility Serv...	03/22/2021	52.28
Vendor 12402 - XCEL ENERGY Total:							52.28
Division 215 - Emergency Management Total:							95.44

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 219 - Fire							
Vendor: 10073 - ALEX AIR APPARATUS INC							
192354	03/24/2021	INV-43478	STINGER FLASHLIGHTS	101-2190-621150	Fire / Tools & Minor Equipment	03/24/2021	259.58
Vendor 10073 - ALEX AIR APPARATUS INC Total:							259.58
Vendor: 10144 - ANOKA COUNTY FIRE PROTECTION							
192366	03/30/2021	184	2021 AUDIT ALLOCATION	101-2190-631100	Fire / Services-Professional	03/30/2021	717.00
192366	03/30/2021	184	2021 PSDS COST ALLOCATION	101-2190-635130	Fire / Hardware & Software Su...	03/30/2021	27,932.00
192366	03/30/2021	184	2021 SRT COST ALLOCATION	101-2190-638180	Fire / Pmts to Other Agencies	03/30/2021	1,945.00
Vendor 10144 - ANOKA COUNTY FIRE PROTECTION Total:							30,594.00
Vendor: 10178 - ASPEN MILLS INC							
192320	03/23/2021	269639	JOB SHIRT-BERNER(1/4 ZIP & ...	101-2190-621110	Fire / Clothing & Laundry	03/23/2021	59.99
192320	03/23/2021	271119	UNIFORM SHIRTS, TAGS FOR ...	101-2190-621110	Fire / Clothing & Laundry	03/23/2021	228.50
192461	04/07/2021	271756	COLLAR BUGLES-ZIKMUND	101-2190-621110	Fire / Clothing & Laundry	04/07/2021	9.85
Vendor 10178 - ASPEN MILLS INC Total:							298.34
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - FIRE	101-2190-633120	Fire / Communication (phones,...	04/07/2021	86.21
Vendor 10185 - AT & T WIRELESS SERVICE Total:							86.21
Vendor: 10295 - BOUND TREE MEDICAL LLC							
192408	03/31/2021	83996713	MEDICAL SUPPLIES: ASPRIN, A...	101-2190-621130	Fire / Operating Supplies	03/31/2021	125.22
Vendor 10295 - BOUND TREE MEDICAL LLC Total:							125.22
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
192309	03/23/2021	INV0025707	UTILITIES-8000014145-9	101-2190-634100	Fire / Utility Services	03/22/2021	569.04
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							569.04
Vendor: 10637 - EMERGENCY APPARATUS MAINT							
192324	03/23/2021	115999	PUMP TESTING-PORTABLE P...	101-2190-635100	Fire / Services Contracted, Non..	03/23/2021	124.81
192410	03/31/2021	115995	ANNUAL TESTING E1	101-2190-635100	Fire / Services Contracted, Non..	03/31/2021	529.24
192410	03/31/2021	115997	ANNUAL TESTING E2	101-2190-635100	Fire / Services Contracted, Non..	03/31/2021	487.12
192410	03/31/2021	115998	ANNUAL TESTING A2	101-2190-635100	Fire / Services Contracted, Non..	03/31/2021	1,898.52
192464	04/07/2021	115996	ANNUAL TESTING E3	101-2190-635100	Fire / Services Contracted, Non..	04/07/2021	487.12
Vendor 10637 - EMERGENCY APPARATUS MAINT Total:							3,526.81
Vendor: 10937 - HOME DEPOT CREDIT SERVICES							
192310	03/23/2021	INV0025699	FIRE SUPPLIES	101-2190-621140	Fire / Supplies for Repair & Ma...	03/18/2021	196.91
Vendor 10937 - HOME DEPOT CREDIT SERVICES Total:							196.91
Vendor: 11283 - MAC QUEEN EMERGENCY							
192329	03/23/2021	P00061	FIREFIGHTER GLOVES (11)	101-2190-621110	Fire / Clothing & Laundry	03/23/2021	943.45
192329	03/23/2021	P00134	LENS RINGS FOR FACE PIECES	101-2190-621140	Fire / Supplies for Repair & Ma...	03/23/2021	37.77
Vendor 11283 - MAC QUEEN EMERGENCY Total:							981.22
Vendor: 13949 - MED ALLIANCE SOLUTIONS LLC							
192475	04/07/2021	209161	MED SUPPLIES: DISP COVERS(5...	101-2190-621130	Fire / Operating Supplies	04/07/2021	66.58
Vendor 13949 - MED ALLIANCE SOLUTIONS LLC Total:							66.58

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13946 - MINNESOTA STATE FIRE DEPARTMENT ASSOC							
192416	03/31/2021	2021 MEMBERSHIP	2021 MSFDA MEMBERSHIP D...	101-2190-632100	Fire / Dues & Subscription, Pe...	03/31/2021	495.00
Vendor 13946 - MINNESOTA STATE FIRE DEPARTMENT ASSOC Total:							495.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-2190-633120	Fire / Communication (phones,...	03/29/2021	22.89
Vendor 13775 - QUADIENT FINANCE USA INC Total:							22.89
Vendor: 12280 - UNITED PARCEL SERVICE							
192344	03/23/2021	0000YW2291111	SHIPMENT TO NORTHWEST SA...	101-2190-635100	Fire / Services Contracted, Non..	03/23/2021	24.36
Vendor 12280 - UNITED PARCEL SERVICE Total:							24.36
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Key/Badge Organizers / AMAZ...	101-2190-621120	Fire / Office Supplies	03/25/2021	43.62
DFT0003380	03/25/2021	INV0025712	Desktop White Board/Tray / ...	101-2190-621120	Fire / Office Supplies	03/25/2021	27.98
DFT0003380	03/25/2021	INV0025712	ATV Doors-Fire 4Wheel / CAN...	101-2190-621130	Fire / Operating Supplies	03/25/2021	2,529.99
DFT0003380	03/25/2021	INV0025712	Riot Agent Filters (27.47 tax) /..	101-2190-621130	Fire / Operating Supplies	03/25/2021	413.08
DFT0003380	03/25/2021	INV0025712	CO DATALOGGERS / MICROD...	101-2190-621130	Fire / Operating Supplies	03/25/2021	433.99
DFT0003380	03/25/2021	INV0025712	Fire Alarm Basics-Lange / NFPA...	101-2190-632120	Fire / Conferences & School	03/25/2021	56.95
DFT0003380	03/25/2021	INV0025712	MN Fire Dept Conf/Brakic / EB...	101-2190-632120	Fire / Conferences & School	03/25/2021	100.00
Vendor 12262 - US BANK (P-CARDS) Total:							3,605.61
Vendor: 12313 - VERIZON WIRELESS							
192313	03/23/2021	INV0025702	WIRELESS - FIRE	101-2190-633120	Fire / Communication (phones,...	03/18/2021	400.10
Vendor 12313 - VERIZON WIRELESS Total:							400.10
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025709	UTILITIES-51-4632660-1	101-2190-634100	Fire / Utility Services	03/22/2021	231.30
Vendor 12402 - XCEL ENERGY Total:							231.30
Division 219 - Fire Total:							41,483.17
Division: 311 - Campus Facilities							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000105090	MARCH MAT RENTAL CH	101-3110-621110	Facilities / Clothing & Laundry	03/23/2021	32.94
192319	03/23/2021	629000105091	MARCH MAT & SHOP TOWEL ...	101-3110-621110	Facilities / Clothing & Laundry	03/23/2021	53.45
192319	03/23/2021	629000105113	MARCH CLOTHING RENTAL FA...	101-3110-621110	Facilities / Clothing & Laundry	03/23/2021	10.28
192355	03/24/2021	629000107729	MARCH MAT RENTAL CH	101-3110-621110	Facilities / Clothing & Laundry	03/24/2021	32.94
192355	03/24/2021	629000107732	MARCH MAT & TOWEL RENTAL...	101-3110-621110	Facilities / Clothing & Laundry	03/24/2021	53.45
192355	03/24/2021	629000107758	MARCH FACILITY CLOTHING R...	101-3110-621110	Facilities / Clothing & Laundry	03/24/2021	10.28
192367	03/30/2021	629000110462	MARCH MAT RENTAL CITY HALL	101-3110-621110	Facilities / Clothing & Laundry	03/30/2021	32.94
192367	03/30/2021	629000110464	MARCH MAT & TOWEL RENTAL...	101-3110-621110	Facilities / Clothing & Laundry	03/30/2021	53.45
192367	03/30/2021	629000110474	CLOTHING RENTAL FACILITIES	101-3110-621110	Facilities / Clothing & Laundry	03/30/2021	10.28
192460	04/07/2021	629000113025	APRIL MAT RENTAL CITY HALL	101-3110-621110	Facilities / Clothing & Laundry	04/07/2021	32.94
192460	04/07/2021	629000113029	APRIL MAT & SHOP TOWEL RE...	101-3110-621110	Facilities / Clothing & Laundry	04/07/2021	53.45
192460	04/07/2021	629000113040	APRIL CLOTHING RENTAL FACIL...	101-3110-621110	Facilities / Clothing & Laundry	04/07/2021	10.28
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							386.68

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - FACILITIES	101-3110-633120	Facilities / Communication	04/07/2021	91.00
Vendor 10185 - AT & T WIRELESS SERVICE Total:							91.00
Vendor: 13565 - ECOLAB INC							
192473	04/07/2021	6260720669	CLEANING SUPPLIES	101-3110-621130	Facilities / Operating Supplies	04/07/2021	89.96
Vendor 13565 - ECOLAB INC Total:							89.96
Vendor: 10937 - HOME DEPOT CREDIT SERVICES							
192310	03/23/2021	INV0025700	BATTERIES & SCOOP	101-3110-621130	Facilities / Operating Supplies	03/18/2021	23.95
Vendor 10937 - HOME DEPOT CREDIT SERVICES Total:							23.95
Vendor: 12676 - LEPAGE & SONS							
192470	04/07/2021	132923	APRIL TRASH SERVICE CITY HA...	101-3110-635100	Facilities / Services Contracted,...	04/07/2021	177.73
Vendor 12676 - LEPAGE & SONS Total:							177.73
Vendor: 11346 - MENARDS - FRIDLEY							
192311	03/23/2021	46441	CREDIT FLOOR DRAIN & SHOP ...	101-3110-621140	Facilities / Supplies for Repair ...	03/18/2021	-27.45
192311	03/23/2021	46441	FLOOR DRAIN & SHOP SUPPLI...	101-3110-621140	Facilities / Supplies for Repair ...	03/18/2021	72.58
Vendor 11346 - MENARDS - FRIDLEY Total:							45.13
Vendor: 12007 - SHRED RIGHT							
192339	03/23/2021	547572	MARCH SHREDDING	101-3110-635100	Facilities / Services Contracted,...	03/23/2021	58.80
Vendor 12007 - SHRED RIGHT Total:							58.80
Vendor: 12105 - STIMEY ELECTRIC							
192342	03/23/2021	4479	NEW OUTLET & CORD @ PW ...	101-3110-635100	Facilities / Services Contracted,...	03/23/2021	1,530.20
Vendor 12105 - STIMEY ELECTRIC Total:							1,530.20
Vendor: 13270 - TENNANT SALES & SERVICE CO							
192348	03/23/2021	917736214	FILTER FOR TENNANT SCRUBB...	101-3110-621140	Facilities / Supplies for Repair ...	03/23/2021	180.00
Vendor 13270 - TENNANT SALES & SERVICE CO Total:							180.00
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Office Supplies Calendar / AM...	101-3110-621120	Facilities / Office Supplies	03/25/2021	15.94
DFT0003380	03/25/2021	INV0025712	Office Supplies Calendar / AM...	101-3110-621120	Facilities / Office Supplies	03/25/2021	17.68
DFT0003380	03/25/2021	INV0025712	Office Supplies Highligh / AMA...	101-3110-621120	Facilities / Office Supplies	03/25/2021	17.94
DFT0003380	03/25/2021	INV0025712	Office Supplies Pens / AMAZO...	101-3110-621120	Facilities / Office Supplies	03/25/2021	27.34
DFT0003380	03/25/2021	INV0025712	SIGNS-COUNCIL CHAMBER D...	101-3110-621120	Facilities / Office Supplies	03/25/2021	57.99
DFT0003380	03/25/2021	INV0025712	RESTROOM SUPPLIES / AMAZ...	101-3110-621130	Facilities / Operating Supplies	03/25/2021	70.86
DFT0003380	03/25/2021	INV0025712	Refund Foam Sanitizer / AMZN...	101-3110-621130	Facilities / Operating Supplies	03/25/2021	-154.99
DFT0003380	03/25/2021	INV0025712	New Brushes Tennant / TENN...	101-3110-621130	Facilities / Operating Supplies	03/25/2021	954.00
DFT0003380	03/25/2021	INV0025712	NON-SLIP TAPE-LOBBY STAIRS ...	101-3110-621130	Facilities / Operating Supplies	03/25/2021	47.64
DFT0003380	03/25/2021	INV0025712	Refrigerator Filters PS / HOME...	101-3110-621140	Facilities / Supplies for Repair ...	03/25/2021	68.48
DFT0003380	03/25/2021	INV0025712	Salt for PW and CH / THE HOM...	101-3110-621140	Facilities / Supplies for Repair ...	03/25/2021	410.60
Vendor 12262 - US BANK (P-CARDS) Total:							1,533.48
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025704	UTILITIES 51-5874321-4	101-3110-634100	Facilities / Utility Services	03/22/2021	1,667.03

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
192314	03/23/2021	INV0025708	UTILITIES 51-4732196-0	101-3110-634100	Facilities / Utility Services	03/22/2021	18.33
Vendor 12402 - XCEL ENERGY Total:							1,685.36
Division 311 - Campus Facilities Total:							5,802.29
Division: 314 - Engineering							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - ENGINEERING	101-3140-633120	Eng / Communication (phones,...	04/07/2021	517.26
Vendor 10185 - AT & T WIRELESS SERVICE Total:							517.26
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-3140-633120	Eng / Communication (phones,...	03/29/2021	55.30
Vendor 13775 - QUADIENT FINANCE USA INC Total:							55.30
Vendor: 12005 - SHORT ELLIOTT HENDRICKSON INC							
192338	03/23/2021	402172	TMO ANCHOR @ HWY 65 WT ...	101-3140-631100	Eng / Services-Professional	03/23/2021	2,602.20
192338	03/23/2021	402173	TMO ANCHOR @ MOORE WT ...	101-3140-631100	Eng / Services-Professional	03/23/2021	1,496.74
Vendor 12005 - SHORT ELLIOTT HENDRICKSON INC Total:							4,098.94
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	ESRI Maintenance / ESRI	101-3140-635130	Eng / Hardware & Software Su...	03/25/2021	1,111.00
Vendor 12262 - US BANK (P-CARDS) Total:							1,111.00
Division 314 - Engineering Total:							5,782.50
Division: 315 - Forestry							
Vendor: 12498 - BIRCH TREE CARE LLC							
192387	03/30/2021	31934	EAB TREE REMOVAL	101-3150-635100	Forestry / Services Contracted,...	03/30/2021	24,500.00
Vendor 12498 - BIRCH TREE CARE LLC Total:							24,500.00
Vendor: 13422 - CERES ENVIRONMENTAL INC							
192364	03/24/2021	17063	EAB BRUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
192364	03/24/2021	17064	EAB BRUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
192364	03/24/2021	17083	EAB BRUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
192364	03/24/2021	17084	EAB BRUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
192364	03/24/2021	17091	EAB BUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	135.00
192364	03/24/2021	17106	EAB BRUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
192364	03/24/2021	17112	EAB BUSH DISPOSAL	101-3150-635100	Forestry / Services Contracted,...	03/24/2021	45.00
Vendor 13422 - CERES ENVIRONMENTAL INC Total:							405.00
Vendor: 11497 - MINNEAPOLIS SAW INC							
192333	03/23/2021	111379	BAR CHAIN FOR CHAINSAW	101-3150-621140	Forestry / Supplies for Repair &..	03/23/2021	109.99
Vendor 11497 - MINNEAPOLIS SAW INC Total:							109.99
Division 315 - Forestry Total:							25,014.99
Division: 316 - Parks							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000105098	UNIFORM RENTAL - PARKS	101-3160-621110	Parks / Clothing & Laundry	03/23/2021	36.89
192319	03/23/2021	629000107744	UNIFORM RENTAL - PARKS	101-3160-621110	Parks / Clothing & Laundry	03/23/2021	36.89

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/21

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
192367	03/30/2021	629000110469	UNIFORM RENTAL - PARKS	101-3160-621110	Parks / Clothing & Laundry	03/30/2021	36.89
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							110.67
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - PARKS	101-3160-633120	Parks / Communication (phon...	04/07/2021	316.10
Vendor 10185 - AT & T WIRELESS SERVICE Total:							316.10
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
192309	03/23/2021	INV0025707	UTILITIES-8000014158-2	101-3160-634100	Parks / Utility Services	03/22/2021	834.65
192397	03/30/2021	INV0025714	UTILITIES-8000014158-2	101-3160-634100	Parks / Utility Services	03/29/2021	89.01
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							923.66
Vendor: 11667 - ON SITE SANITATION							
192334	03/23/2021	0001090675	CREDIT PORTABLE RESTROOM	101-3160-635110	Parks / Rentals	03/23/2021	-34.00
192334	03/23/2021	0001090676	CREDIT PORTABLE RESTROOM	101-3160-635110	Parks / Rentals	03/23/2021	-34.00
192334	03/23/2021	0001090677	CREDIT PORTABLE RESTROOM	101-3160-635110	Parks / Rentals	03/23/2021	-34.00
192334	03/23/2021	0001095090	PORTABLE TOILET RENTAL - C...	101-3160-635110	Parks / Rentals	03/23/2021	218.00
192359	03/24/2021	0001095089	PORTABLE TOILET RENTAL - M...	101-3160-635110	Parks / Rentals	03/24/2021	150.00
Vendor 11667 - ON SITE SANITATION Total:							266.00
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Submersible Pump / AMAZON...	101-3160-621140	Parks / Supplies for Repair & ...	03/25/2021	79.42
DFT0003380	03/25/2021	INV0025712	Course - A Schuhmacher / U OF..	101-3160-632120	Parks / Conferences & School	03/25/2021	150.00
Vendor 12262 - US BANK (P-CARDS) Total:							229.42
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025703	UTILITIES 51-5926811-8	101-3160-634100	Parks / Utility Services	03/22/2021	2,794.44
Vendor 12402 - XCEL ENERGY Total:							2,794.44
Division 316 - Parks Total:							4,640.29
Division: 317 - Lighting							
Vendor: 11445 - MINN DEPT OF TRANSPORTATION							
192358	03/24/2021	P00012987	TRAFFIC SIGNAL MAINTENANCE	101-3170-635100	Lighting / Services Contracted,...	03/24/2021	323.00
Vendor 11445 - MINN DEPT OF TRANSPORTATION Total:							323.00
Vendor: 12402 - XCEL ENERGY							
192400	03/30/2021	INV0025718	UTILITES 51-6808586-5	101-3170-634100	Lighting / Utility Services	03/29/2021	14,214.16
Vendor 12402 - XCEL ENERGY Total:							14,214.16
Division 317 - Lighting Total:							14,537.16
Division: 318 - Streets							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000105094	UNIFORM RENTAL - STREETS	101-3180-621110	Streets / Clothing & Laundry	03/23/2021	63.43
192319	03/23/2021	629000107738	UNIFORM RENTAL - STREETS	101-3180-621110	Streets / Clothing & Laundry	03/23/2021	63.43
192367	03/30/2021	629000110467	UNIFORM RENTAL - STREETS	101-3180-621110	Streets / Clothing & Laundry	03/30/2021	63.43
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							190.29

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10184 - ASTLEFORD INTERNATIONAL TRUCKS							
192368	03/30/2021	01S2142	SUBLET REPAIR - VEHICLE 730	101-3180-635100	Streets / Services Contracted, ...	03/30/2021	2,916.39
Vendor 10184 - ASTLEFORD INTERNATIONAL TRUCKS Total:							2,916.39
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - STREETS	101-3180-633120	Streets / Communication (pho...	04/07/2021	435.84
Vendor 10185 - AT & T WIRELESS SERVICE Total:							435.84
Vendor: 10459 - COMPASS MINERALS							
192372	03/30/2021	790140	ROAD SALT	101-3180-621140	Streets / Supplies for Repair &...	03/30/2021	17,932.38
Vendor 10459 - COMPASS MINERALS Total:							17,932.38
Vendor: 11322 - MC TOOL & SAFETY							
192377	03/30/2021	010285	DISCOUNT	101-3180-621150	Streets / Tools & Minor Equip...	03/30/2021	-4.25
192377	03/30/2021	010285	DIAMOND BLADE SAW	101-3180-621150	Streets / Tools & Minor Equip...	03/30/2021	425.00
Vendor 11322 - MC TOOL & SAFETY Total:							420.75
Vendor: 11706 - PARSON'S ELECTRIC CO							
192336	03/23/2021	91398	BUILD AND STAND POLE LIGHT	101-3180-635100	Streets / Services Contracted, ...	03/23/2021	2,090.00
Vendor 11706 - PARSON'S ELECTRIC CO Total:							2,090.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-3180-633120	Streets / Communication (pho...	03/29/2021	25.13
Vendor 13775 - QUADIENT FINANCE USA INC Total:							25.13
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Car/wall chargers / AMZN MK...	101-3180-621130	Streets / Operating Supplies	03/25/2021	132.83
DFT0003380	03/25/2021	INV0025712	Flagger Trng. - PW Staff / MIN...	101-3180-632120	Streets / Conferences & School	03/25/2021	85.00
Vendor 12262 - US BANK (P-CARDS) Total:							217.83
Division 318 - Streets Total:							24,228.61
Division: 319 - Fleet Services: Garage/Shop							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000105111	UNIFORM RENTAL - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	03/23/2021	35.61
192319	03/23/2021	629000107756	UNIFORM RENTAL - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	03/23/2021	35.61
192367	03/30/2021	629000110473	UNIFORM RENTAL - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	03/30/2021	35.61
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							106.83
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - FLEET	101-3190-633120	Fleet Services / Communication	04/07/2021	134.10
Vendor 10185 - AT & T WIRELESS SERVICE Total:							134.10
Vendor: 10782 - GENUINE PARTS CO/NAPA							
192375	03/30/2021	4342-809147	DISCOUNT	101-3190-621130	Fleet Services / Operating Supp..	03/30/2021	-0.69
192375	03/30/2021	4342-809147	SHOP SUPPLIES	101-3190-621130	Fleet Services / Operating Supp..	03/30/2021	34.50
Vendor 10782 - GENUINE PARTS CO/NAPA Total:							33.81
Division 319 - Fleet Services: Garage/Shop Total:							274.74

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 410 - Recreation							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - REC	101-4100-633120	Rec / Communication (phones,...	04/07/2021	229.89
Vendor 10185 - AT & T WIRELESS SERVICE Total:							229.89
Vendor: 13935 - BUBBLE SOCCER MINNESOTA LLC							
192394	03/30/2021	1879	WEDNESDAY SPECIAL EVENT ...	101-4106-635100	Rec ROCKS / Services Contract...	03/30/2021	100.00
Vendor 13935 - BUBBLE SOCCER MINNESOTA LLC Total:							100.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-4100-633120	Rec / Communication (phones,...	03/29/2021	41.79
Vendor 13775 - QUADIENT FINANCE USA INC Total:							41.79
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	March program promo / WW...	101-4101-621130	Rec Pre-School / Operating Su...	03/25/2021	25.00
DFT0003380	03/25/2021	INV0025712	craft supplies / HOBBY-LOBBY ...	101-4102-621130	Rec After School / Operating S...	03/25/2021	10.99
DFT0003380	03/25/2021	INV0025712	winterfest sign supplies / AMZ...	101-4105-621130	Rec Special Events / Operating...	03/25/2021	16.05
DFT0003380	03/25/2021	INV0025712	ROX Valentine / DOLLAR TREE	101-4105-621130	Rec Special Events / Operating...	03/25/2021	15.00
DFT0003380	03/25/2021	INV0025712	Rocks promo / WWW.PEACHJ...	101-4106-621130	Rec ROCKS / Operating Supplies	03/25/2021	75.00
DFT0003380	03/25/2021	INV0025712	pickleball tape / THE HOME D...	101-4107-621130	Rec Sports / Operating Supplies	03/25/2021	61.24
DFT0003380	03/25/2021	INV0025712	Facebook Advertising / FACEBK...	101-4107-633100	Rec Sports / Advertising	03/25/2021	14.01
Vendor 12262 - US BANK (P-CARDS) Total:							217.29
Division 410 - Recreation Total:							588.97
Division: 417 - Marketing & Communications							
Vendor: 11774 - POSTMASTER							
192466	04/07/2021	20432	POSTAGE FOR MAY/JUNE NE...	101-4170-633120	Mktg & Comm / Communicati...	04/07/2021	2,000.00
Vendor 11774 - POSTMASTER Total:							2,000.00
Division 417 - Marketing & Communications Total:							2,000.00
Division: 511 - Building Inspection							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - INSPECTIONS	101-5110-633120	Bldg Inspection / Comm. (pho...	04/07/2021	191.58
Vendor 10185 - AT & T WIRELESS SERVICE Total:							191.58
Vendor: 10431 - CLAUSON, ROBERT INC							
192409	03/31/2021	MARCH 2021	MARCH ELECTRICAL INSPECTI...	101-5110-635100	Bldg Inspection / Services Cont...	03/31/2021	3,964.00
Vendor 10431 - CLAUSON, ROBERT INC Total:							3,964.00
Vendor: 13784 - INTERNATIONAL CODE COUNCIL INC							
192365	03/24/2021	1001320771	LITERATURE - CODE BOOKS	101-5110-621130	Bldg Inspection / Operating Su...	03/24/2021	100.50
Vendor 13784 - INTERNATIONAL CODE COUNCIL INC Total:							100.50
Vendor: 13945 - MUSKA PLUMBING LLC							
192415	03/31/2021	20210329 - 9250	PERMIT REFUND	101-5110-435100	Bldg Inspection / Building Perm...	03/31/2021	28.80
Vendor 13945 - MUSKA PLUMBING LLC Total:							28.80

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/21

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-5110-633120	Bldg Inspection / Comm. (pho...	03/29/2021	22.40
Vendor 13775 - QUADIENT FINANCE USA INC Total:							22.40
Vendor: 11934 - SCT INSPECTIONS							
192467	04/07/2021	FEB-MARCH	CONTRACT SERVICES - PLAN R...	101-5110-635100	Bldg Inspection / Services Cont...	04/07/2021	3,712.31
Vendor 11934 - SCT INSPECTIONS Total:							3,712.31
Division 511 - Building Inspection Total:							8,019.59
Division: 512 - Planning-Code Enforcement							
Vendor: 10050 - ADVANCE COMPANIES INC							
192317	03/23/2021	1353-2	YARD ABATEMENT PIERCE ST	101-5120-635100	Planning / Services Contracted,...	03/23/2021	218.85
192317	03/23/2021	1383	YARD ABATEMENT-ARTHUR ST	101-5120-635100	Planning / Services Contracted,...	03/23/2021	667.67
Vendor 10050 - ADVANCE COMPANIES INC Total:							886.52
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - PLANNING	101-5120-633120	Planning / Communication (ph...	04/07/2021	119.74
Vendor 10185 - AT & T WIRELESS SERVICE Total:							119.74
Vendor: 10932 - HOISINGTON KOEGLER GROUP INC							
192328	03/23/2021	020-024-7	COMP PLAN	101-5120-631100	Planning / Services-Professional	03/23/2021	835.00
Vendor 10932 - HOISINGTON KOEGLER GROUP INC Total:							835.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-5120-633120	Planning / Communication (ph...	03/29/2021	72.80
Vendor 13775 - QUADIENT FINANCE USA INC Total:							72.80
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Office Supplies / OFFICE DEPOT..	101-5120-621120	Planning / Office Supplies	03/25/2021	32.34
DFT0003380	03/25/2021	INV0025712	Office Supplies / OFFICEMAX/...	101-5120-621120	Planning / Office Supplies	03/25/2021	83.81
DFT0003380	03/25/2021	INV0025712	Facebook Ad / FACEBK LUWYA...	101-5120-633100	Planning / Advertising	03/25/2021	1.80
Vendor 12262 - US BANK (P-CARDS) Total:							117.95
Division 512 - Planning-Code Enforcement Total:							2,032.01
Division: 514 - Rental Inspections							
Vendor: 13299 - AMERICAN SOLUTIONS FOR BUSINESS							
192390	03/30/2021	05250523	BUSINESS CARDS FOR SUSAN ...	101-5140-633110	Rental Inspection / Printing & ...	03/30/2021	23.25
192390	03/30/2021	05250523	DISCOUNT	101-5140-633110	Rental Inspection / Printing & ...	03/30/2021	-0.47
Vendor 13299 - AMERICAN SOLUTIONS FOR BUSINESS Total:							22.78
Vendor: 10178 - ASPEN MILLS INC							
192461	04/07/2021	271192	CLOTHING FOR SUSAN	101-5140-621110	Rental Inspection / Clothing & ...	04/07/2021	229.20
Vendor 10178 - ASPEN MILLS INC Total:							229.20
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - RENTAL	101-5140-633120	Rental Inspection / Comm (ph...	04/07/2021	43.10
Vendor 10185 - AT & T WIRELESS SERVICE Total:							43.10

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13784 - INTERNATIONAL CODE COUNCIL INC							
192350	03/23/2021	1001319362	CODE BOOKS	101-5140-621130	Rental Inspection / Operating ...	03/23/2021	444.00
Vendor 13784 - INTERNATIONAL CODE COUNCIL INC Total:							444.00
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	101-5140-633120	Rental Inspection / Comm (ph...	03/29/2021	32.48
Vendor 13775 - QUADIENT FINANCE USA INC Total:							32.48
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Clipboard / AMAZON.COM*Al...	101-5140-621120	Rental Inspection / Office Supp..	03/25/2021	22.69
Vendor 12262 - US BANK (P-CARDS) Total:							22.69
Division 514 - Rental Inspections Total:							794.25
Fund 101 - General Fund Total:							856,560.07
Fund: 225 - Cable TV Fund							
Division: 417 - Marketing & Communications							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - MARKETING	225-4170-633120	Mktg & Comm / Communicati...	04/07/2021	43.10
Vendor 10185 - AT & T WIRELESS SERVICE Total:							43.10
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	225-4170-633120	Mktg & Comm / Communicati...	03/29/2021	70.70
Vendor 13775 - QUADIENT FINANCE USA INC Total:							70.70
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Credit for Batteries / OFFICE D...	225-4170-621120	Mktg & Comm / Office Supplies	03/25/2021	-30.98
DFT0003380	03/25/2021	INV0025712	Batteries / AMAZON.COM*SK...	225-4170-621120	Mktg & Comm / Office Supplies	03/25/2021	30.86
DFT0003380	03/25/2021	INV0025712	Email marketing platform / MA...	225-4170-632100	Mktg & Comm / Dues & Subscr..	03/25/2021	79.99
DFT0003380	03/25/2021	INV0025712	Annual Report host / ISSUU	225-4170-632100	Mktg & Comm / Dues & Subscr..	03/25/2021	45.00
DFT0003380	03/25/2021	INV0025712	Adobe Stock Images / ADOBE ...	225-4170-632100	Mktg & Comm / Dues & Subscr..	03/25/2021	29.99
DFT0003380	03/25/2021	INV0025712	Social media platform / SPRO...	225-4170-632100	Mktg & Comm / Dues & Subscr..	03/25/2021	134.10
DFT0003380	03/25/2021	INV0025712	Star Tribune Digital / THE STAR...	225-4170-632100	Mktg & Comm / Dues & Subscr..	03/25/2021	49.27
DFT0003380	03/25/2021	INV0025712	MAGC Award Submission / M...	225-4170-632120	Mktg & Comm / Conferences &..	03/25/2021	255.00
DFT0003380	03/25/2021	INV0025712	Refund for MAGC Award / MA...	225-4170-632120	Mktg & Comm / Conferences &..	03/25/2021	-15.00
DFT0003380	03/25/2021	INV0025712	Facebook Advertising / FACEBK...	225-4170-633100	Mktg & Comm / Advertising	03/25/2021	26.77
Vendor 12262 - US BANK (P-CARDS) Total:							605.00
Division 417 - Marketing & Communications Total:							718.80
Fund 225 - Cable TV Fund Total:							718.80
Fund: 237 - Solid Waste Abatement							
Division: 518 - Recycling							
Vendor: 12438 - GREENHAVEN PRINTING							
192412	03/31/2021	210480.0	ORGANICS MAILER	237-5180-633110	Recycling / Printing & Binding	03/31/2021	982.00
Vendor 12438 - GREENHAVEN PRINTING Total:							982.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/29/2021

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	237-5180-633120	Recycling / Communication (p...	03/29/2021	3.50
Vendor 13775 - QUADIENT FINANCE USA INC Total:							3.50
Vendor: 11877 - REPUBLIC SERVICES #899							
192337	03/23/2021	0899-003689828	FEBRUARY RECYCLING	237-5180-635100	Recycling / Services Contracted..	03/23/2021	31,514.60
Vendor 11877 - REPUBLIC SERVICES #899 Total:							31,514.60
Division 518 - Recycling Total:							32,500.10
Fund 237 - Solid Waste Abatement Total:							32,500.10
Fund: 240 - Forfeitures/State/Vice/Drugs							
Division: 217 - Forfeiture Funds - State							
Vendor: 13947 - SENTINEL MN LLC							
192417	03/31/2021	INV-0111	RIFLES	240-2170-621130	StateForf-Drugs / Operating S...	03/31/2021	6,256.00
Vendor 13947 - SENTINEL MN LLC Total:							6,256.00
Division 217 - Forfeiture Funds - State Total:							6,256.00
Fund 240 - Forfeitures/State/Vice/Drugs Total:							6,256.00
Fund: 260 - Police Activity Fund							
Division: 211 - Police							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - PSDS	260-2114-633120	Police PSDS / Communication	04/07/2021	191.58
Vendor 10185 - AT & T WIRELESS SERVICE Total:							191.58
Division 211 - Police Total:							191.58
Fund 260 - Police Activity Fund Total:							191.58
Fund: 270 - Springbrook NC Fund							
Division: 419 - Spring Brook Nature Center							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - SNC	270-4190-633120	SNC / Communication (phones,..	04/07/2021	38.32
Vendor 10185 - AT & T WIRELESS SERVICE Total:							38.32
Vendor: 10284 - BOB'S PRODUCE RANCH							
192371	03/30/2021	46880	SUET	270-4190-621130	SNC / Operating Supplies	03/30/2021	21.00
Vendor 10284 - BOB'S PRODUCE RANCH Total:							21.00
Vendor: 10395 - CENTURY LINK							
192458	04/07/2021	INV0025762	PHONE SERVICE 763 783-3923...	270-4190-633120	SNC / Communication (phones,..	04/07/2021	69.87
Vendor 10395 - CENTURY LINK Total:							69.87
Vendor: 13939 - FALLON, JACQUELYN MARIE							
192353	03/23/2021	2021-1	LIVE BIRD PROGRAM FOR MIG...	270-4190-635100	SNC / Services Contracted, No...	03/23/2021	175.00
Vendor 13939 - FALLON, JACQUELYN MARIE Total:							175.00
Vendor: 11667 - ON SITE SANITATION							
192334	03/23/2021	0001095091	PORTABLE TOILET RENTAL - S...	270-4190-635110	SNC / Rentals	03/23/2021	232.00
Vendor 11667 - ON SITE SANITATION Total:							232.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	270-4190-633120	SNC / Communication (phones,...	03/29/2021	27.51
Vendor 13775 - QUADIENT FINANCE USA INC Total:							27.51
Vendor: 13940 - REGENTS OF THE UNIVERSITY OF MINNESOTA							
192395	03/30/2021	0150016733	RAPTOR EDUCATION PROGR...	270-4190-635100	SNC / Services Contracted, No...	03/30/2021	200.00
Vendor 13940 - REGENTS OF THE UNIVERSITY OF MINNESOTA Total:							200.00
Vendor: 12134 - SUPPLY SOLUTIONS LLC							
192382	03/30/2021	31893	SNC CLEANING AND MAINTEN...	270-4190-621140	SNC / Supplies for Repair & Ma..	03/30/2021	907.09
Vendor 12134 - SUPPLY SOLUTIONS LLC Total:							907.09
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	polliwogs / AMZN MKTP US*U...	270-4190-621130	SNC / Operating Supplies	03/25/2021	36.95
DFT0003380	03/25/2021	INV0025712	Sand Lantern Light / THE HOM...	270-4190-621130	SNC / Operating Supplies	03/25/2021	10.72
DFT0003380	03/25/2021	INV0025712	face shields / AMZN MKTP US...	270-4190-621130	SNC / Operating Supplies	03/25/2021	39.98
DFT0003380	03/25/2021	INV0025712	Fridley preK / AMZN MKTP US...	270-4190-621130	SNC / Operating Supplies	03/25/2021	13.46
DFT0003380	03/25/2021	INV0025712	Lantern Light / AMZN MKTP U...	270-4190-621130	SNC / Operating Supplies	03/25/2021	65.76
DFT0003380	03/25/2021	INV0025712	Polliwogs / ETSY.COM	270-4190-621130	SNC / Operating Supplies	03/25/2021	-22.09
DFT0003380	03/25/2021	INV0025712	animal lighting / AMZN MKTP ...	270-4190-621130	SNC / Operating Supplies	03/25/2021	27.99
DFT0003380	03/25/2021	INV0025712	EcoDash Marketing / WWW.P...	270-4190-621130	SNC / Operating Supplies	03/25/2021	25.00
DFT0003380	03/25/2021	INV0025712	Animal diet / PERFECTPREY.C...	270-4190-621130	SNC / Operating Supplies	03/25/2021	221.83
DFT0003380	03/25/2021	INV0025712	Heat bulbs and tank supp / CH...	270-4190-621130	SNC / Operating Supplies	03/25/2021	238.18
DFT0003380	03/25/2021	INV0025712	polliwogs / AMZN MKTP US*E...	270-4190-621130	SNC / Operating Supplies	03/25/2021	99.95
DFT0003380	03/25/2021	INV0025712	TP roll holders / AMZN MKTP ...	270-4190-621140	SNC / Supplies for Repair & Ma..	03/25/2021	15.00
DFT0003380	03/25/2021	INV0025712	GAME LICENSE / GOOSECHASE...	270-4190-632100	SNC / Dues & Subscrip, Permit ...	03/25/2021	900.00
DFT0003380	03/25/2021	INV0025712	EcoDash / AMZN MKTP US*W...	270-4192-621130	SNC-Spec Events / Operating S...	03/25/2021	185.32
DFT0003380	03/25/2021	INV0025712	EcoDash / SQ *GARDENWELL / ...	270-4192-621130	SNC-Spec Events / Operating S...	03/25/2021	187.00
DFT0003380	03/25/2021	INV0025712	preschool winter prog / AMZN...	270-4194-621130	SNC-Fridley Schools / Operatin...	03/25/2021	11.99
Vendor 12262 - US BANK (P-CARDS) Total:							2,057.04
Vendor: 12378 - WILDLIFE SCIENCE CENTER							
192385	03/30/2021	4452.00	LIVE BIRD PROGRAM ON 5/08...	270-4190-635100	SNC / Services Contracted, No...	03/30/2021	430.00
Vendor 12378 - WILDLIFE SCIENCE CENTER Total:							430.00
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025709	UTILITIES-51-4614189-1	270-4190-634100	SNC / Utility Services	03/22/2021	1,836.90
Vendor 12402 - XCEL ENERGY Total:							1,836.90
Division 419 - Spring Brook Nature Center Total:							5,994.73
Fund 270 - Springbrook NC Fund Total:							5,994.73

COUNCIL CLAIMS REPORT

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 405 - Capital Improvements-BLDG							
Division: 311 - Campus Facilities							
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Name plates-Council Chambers..	405-3115-704100	CIP Bldg Facilities / Furniture &..	03/25/2021	1,378.77
Vendor 12262 - US BANK (P-CARDS) Total:							1,378.77
Division 311 - Campus Facilities Total:							1,378.77
Fund 405 - Capital Improvements-BLDG Total:							1,378.77
Fund: 406 - Capital Improvements-STR							
Division: 318 - Streets							
Vendor: 10289 - BOLTON & MENK INC							
192463	04/07/2021	0266203	53RD AVE LRIP APPLICATION	406-3180-705100	CIP Streets / Infrastructure	04/07/2021	1,755.00
Vendor 10289 - BOLTON & MENK INC Total:							1,755.00
Division 318 - Streets Total:							1,755.00
Fund 406 - Capital Improvements-STR Total:							1,755.00
Fund: 407 - Capital Improvements-PKS							
Division: 316 - Parks							
Vendor: 13215 - CUSTOM GRAPHIX PRINTING CORP							
192363	03/24/2021	51616	PARKS MASTER PLAN	407-3160-631100	CIP Parks / Services-Profession...	03/24/2021	175.00
Vendor 13215 - CUSTOM GRAPHIX PRINTING CORP Total:							175.00
Vendor: 13033 - HOFFMAN & MCNAMARA CO							
192362	03/24/2021	20190	TREE REPLACEMENTS	407-3160-702100	CIP Parks / Land Improvements	12/31/2020	3,995.00
Vendor 13033 - HOFFMAN & MCNAMARA CO Total:							3,995.00
Division 316 - Parks Total:							4,170.00
Fund 407 - Capital Improvements-PKS Total:							4,170.00
Fund: 601 - Water Fund							
Division: 601 - Water							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000102854	UNIFORM RENTAL - WATER	601-6012-621110	Water Ops / Clothing & Laundry	03/23/2021	23.22
192319	03/23/2021	629000105101	UNIFORM RENTAL - WATER	601-6012-621110	Water Ops / Clothing & Laundry	03/23/2021	23.22
192319	03/23/2021	629000107749	UNIFORM RENTAL - WATER	601-6012-621110	Water Ops / Clothing & Laundry	03/23/2021	23.22
192367	03/30/2021	629000110470	UNIFORM RENTAL - WATER	601-6012-621110	Water Ops / Clothing & Laundry	03/30/2021	23.22
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							92.88
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - WATER	601-6012-633120	Water Ops / Communication (...)	04/07/2021	383.16
Vendor 10185 - AT & T WIRELESS SERVICE Total:							383.16
Vendor: 13120 - BARR ENGINEERING							
192389	03/30/2021	23021094.00 - 3	RISK AND RESILIENCY ASSESS...	601-6010-631100	Water Admin / Services-Profes...	03/30/2021	506.50
Vendor 13120 - BARR ENGINEERING Total:							506.50

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10222 - BARTON SAND & GRAVEL CO							
192321	03/23/2021	210315	DUMP CHARGE	601-6012-635100	Water Ops / Services Contract...	03/23/2021	100.00
192321	03/23/2021	210315	DISCOUNT	601-6012-635100	Water Ops / Services Contract...	03/23/2021	-2.50
Vendor 10222 - BARTON SAND & GRAVEL CO Total:							97.50
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
192309	03/23/2021	INV0025707	UTILITIES-8000014162-4	601-6012-634100	Water Ops / Utility Services	03/22/2021	2,739.39
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							2,739.39
Vendor: 10395 - CENTURY LINK							
192398	03/30/2021	INV0025715	PHONE SERVICE 763 571-1683...	601-6012-633120	Water Ops / Communication (...)	03/29/2021	27.06
Vendor 10395 - CENTURY LINK Total:							27.06
Vendor: 10447 - COMCAST CABLE							
192399	03/30/2021	INV0025717	CABLE FEES 87721078900030...	601-6012-633120	Water Ops / Communication (...)	03/29/2021	114.90
Vendor 10447 - COMCAST CABLE Total:							114.90
Vendor: 13095 - CORE & MAIN LP							
192347	03/23/2021	N848012	REPAIR CLAMP	601-6012-621140	Water Ops / Supplies for Repai...	03/23/2021	141.01
192347	03/23/2021	N848125	HYDRANT REPAIR KIT	601-6012-621140	Water Ops / Supplies for Repai...	03/23/2021	40.25
192388	03/30/2021	N886922	HYDRANT REPAIR PARTS	601-6012-621140	Water Ops / Supplies for Repai...	03/30/2021	36.93
192388	03/30/2021	N905883	REPAIR CLAMPS	601-6012-621140	Water Ops / Supplies for Repai...	03/30/2021	135.69
Vendor 13095 - CORE & MAIN LP Total:							353.88
Vendor: 12680 - DEZURIK, INC							
192413	03/31/2021	RPI/67002019	AIR RELEASE VALVES - COMM...	601-6012-621140	Water Ops / Supplies for Repai...	03/31/2021	645.84
Vendor 12680 - DEZURIK, INC Total:							645.84
Vendor: 10680 - FERGUSON ENTERPRISES #1657							
192325	03/23/2021	8301542	HYDRANT REPAIR PARTS	601-6012-621140	Water Ops / Supplies for Repai...	03/23/2021	267.46
Vendor 10680 - FERGUSON ENTERPRISES #1657 Total:							267.46
Vendor: 10819 - GRAINGER							
192326	03/23/2021	9709344916	SOLENOID VALVE	601-6012-621140	Water Ops / Supplies for Repai...	12/31/2020	135.58
192326	03/23/2021	9723669272	HEATERS	601-6012-621130	Water Ops / Operating Supplies	12/31/2020	419.34
192326	03/23/2021	9787343061	AIR FILTERS FOR WTP	601-6012-621130	Water Ops / Operating Supplies	03/23/2021	171.00
Vendor 10819 - GRAINGER Total:							725.92
Vendor: 10863 - HACH COMPANY							
192327	03/23/2021	12360440	WATER TESTING EQUIPMENT	601-6012-621130	Water Ops / Operating Supplies	03/23/2021	1,648.00
192327	03/23/2021	12360441	ANNUAL SERVICE FOR RECALI...	601-6012-635100	Water Ops / Services Contract...	03/23/2021	1,476.00
Vendor 10863 - HACH COMPANY Total:							3,124.00
Vendor: 10894 - HAWKINS INC							
192376	03/30/2021	49004477	WATER TREATMENT SUPPLIES	601-6012-621130	Water Ops / Operating Supplies	03/30/2021	3,373.52
Vendor 10894 - HAWKINS INC Total:							3,373.52
Vendor: 11346 - MENARDS - FRIDLEY							
192331	03/23/2021	47247	MISC FOR LOCKE PARK WTP	601-6012-621140	Water Ops / Supplies for Repai...	03/23/2021	137.52
Vendor 11346 - MENARDS - FRIDLEY Total:							137.52

COUNCIL CLAIMS REPORT

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11354 - METERING & TECHNOLOGY SOLUTIONS							
192378	03/30/2021	19111	WATER METER	601-6019-621140	Water CIP / Supplies for Repair...	03/30/2021	2,278.28
Vendor 11354 - METERING & TECHNOLOGY SOLUTIONS Total:							2,278.28
Vendor: 11691 - PACE ANALYTICAL SERVICE INC							
192335	03/23/2021	1221-4365	DRINKING WATER SURVEY	601-6012-635100	Water Ops / Services Contract...	03/23/2021	2,380.50
Vendor 11691 - PACE ANALYTICAL SERVICE INC Total:							2,380.50
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	601-6010-633120	Water Admin / Communication...	03/29/2021	37.38
Vendor 13775 - QUADIENT FINANCE USA INC Total:							37.38
Vendor: 12618 - RESPEC							
192361	03/24/2021	INV-0820-413	GIS SUPPORT - WATER AUG 2...	601-6012-635100	Water Ops / Services Contract...	12/31/2020	875.00
Vendor 12618 - RESPEC Total:							875.00
Vendor: 12005 - SHORT ELLIOTT HENDRICKSON INC							
192338	03/23/2021	402452	LOCKE PARK WTP IMPROVEM...	601-6019-701100	Water CIP / Building & Bldg Im...	03/23/2021	270.60
Vendor 12005 - SHORT ELLIOTT HENDRICKSON INC Total:							270.60
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Non Oxy Fuel / KWIK TRIP 896...	601-6012-621100	Water Ops / Fuels & Lubes	03/25/2021	48.88
DFT0003380	03/25/2021	INV0025712	Membership renewal / PSN*M...	601-6012-632100	Water Ops / Dues & Subscripti...	03/25/2021	300.00
Vendor 12262 - US BANK (P-CARDS) Total:							348.88
Vendor: 12360 - WATER CONSERVATION SERVICE INC							
192345	03/23/2021	11173	LEAK LOCATE - 305 HUGO ST	601-6012-635100	Water Ops / Services Contract...	03/23/2021	303.34
Vendor 12360 - WATER CONSERVATION SERVICE INC Total:							303.34
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025703	UTILITIES 51-5981171-9	601-6012-634100	Water Ops / Utility Services	03/22/2021	15,272.58
Vendor 12402 - XCEL ENERGY Total:							15,272.58
Vendor: 12411 - YALE MECHANICAL INC							
192469	04/07/2021	223528	CHECKED LEAK AT COMMONS...	601-6012-635100	Water Ops / Services Contract...	04/07/2021	403.95
Vendor 12411 - YALE MECHANICAL INC Total:							403.95
Division 601 - Water Total:							34,760.04
Fund 601 - Water Fund Total:							34,760.04
Fund: 602 - Sewer Fund							
Division: 602 - Sewer							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
192319	03/23/2021	629000102856	UNIFORM RENTAL - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	03/23/2021	30.19
192319	03/23/2021	629000105103	UNIFORM RENTAL - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	03/23/2021	30.19
192319	03/23/2021	629000107752	UNIFORM RENTAL - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	03/23/2021	30.19
192367	03/30/2021	629000110471	UNIFORM RENTAL - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	03/30/2021	30.19
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							120.76

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/24/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - SEWER	602-6022-633120	Sewer Ops / Communication (...)	04/07/2021	493.31
Vendor 10185 - AT & T WIRELESS SERVICE Total:							493.31
Vendor: 10395 - CENTURY LINK							
192398	03/30/2021	INV0025715	PHONE SERVICE 763 571-1683...	602-6022-633120	Sewer Ops / Communication (...)	03/29/2021	27.06
Vendor 10395 - CENTURY LINK Total:							27.06
Vendor: 10779 - GENERAL REPAIR SERVICE							
192374	03/30/2021	74237	PUMP INSTALLATION AT 53RD...	602-6022-635100	Sewer Ops / Services Contract...	03/30/2021	1,898.36
Vendor 10779 - GENERAL REPAIR SERVICE Total:							1,898.36
Vendor: 12618 - RESPEC							
192361	03/24/2021	INV-0820-413	GIS SUPPORT - SANITARY AU...	602-6022-635100	Sewer Ops / Services Contract...	12/31/2020	875.00
Vendor 12618 - RESPEC Total:							875.00
Vendor: 12105 - STIMEY ELECTRIC							
192342	03/23/2021	4468	CHECK OUT PUMP THAT WAS ...	602-6022-635100	Sewer Ops / Services Contract...	03/23/2021	135.00
Vendor 12105 - STIMEY ELECTRIC Total:							135.00
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025709	UTILITIES-51-5750949-0	602-6022-634100	Sewer Ops / Utility Services	03/22/2021	719.15
192400	03/30/2021	INV0025719	UTILITIES-51-5750949-0	602-6022-634100	Sewer Ops / Utility Services	03/30/2021	27.53
Vendor 12402 - XCEL ENERGY Total:							746.68
Division 602 - Sewer Total:							4,296.17
Fund 602 - Sewer Fund Total:							4,296.17
Fund: 603 - Storm Water Fund							
Division: 603 - Storm							
Vendor: 11691 - PACE ANALYTICAL SERVICE INC							
192360	03/24/2021	1212-4335	SUMMIT SQUARE PARK STOR...	603-6032-631100	Storm Ops / Services-Professio...	03/24/2021	635.00
Vendor 11691 - PACE ANALYTICAL SERVICE INC Total:							635.00
Vendor: 12618 - RESPEC							
192361	03/24/2021	INV-0820-413	GIS SUPPORT - STORM	603-6032-635100	Storm Ops / Services Contract...	12/31/2020	875.00
Vendor 12618 - RESPEC Total:							875.00
Vendor: 13801 - TOM LOUCKS & ASSOCIATES INC							
192352	03/23/2021	39507	VILLAGE GREEN POND RENOV...	603-6039-705100	Storm CIP / Infrastructure	03/23/2021	6,726.82
Vendor 13801 - TOM LOUCKS & ASSOCIATES INC Total:							6,726.82
Vendor: 12402 - XCEL ENERGY							
192314	03/23/2021	INV0025709	UTILITIES-514991810-3	603-6032-634100	Storm Ops / Utility Services	03/22/2021	259.12
Vendor 12402 - XCEL ENERGY Total:							259.12
Division 603 - Storm Total:							8,495.94
Fund 603 - Storm Water Fund Total:							8,495.94

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 609 - Municipal Liquor							
Vendor: 13054 - 56 BREWING LLC							
192440	04/05/2021	5613547	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	302.00
192440	04/05/2021	5613548	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	98.00
192440	04/05/2021	5613640	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	170.00
Vendor 13054 - 56 BREWING LLC Total:							570.00
Vendor: 10102 - AMERICAN BOTTLING COMPANY							
192418	04/05/2021	3562612696	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	323.33
192418	04/05/2021	3562823891	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	279.41
Vendor 10102 - AMERICAN BOTTLING COMPANY Total:							602.74
Vendor: 10175 - ARTISAN BEER COMPANY							
192419	04/05/2021	20210331 - 9398	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	9,172.40
192419	04/05/2021	20210331 - 9398	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	691.85
Vendor 10175 - ARTISAN BEER COMPANY Total:							9,864.25
Vendor: 10240 - BELLBOY CORPORATION							
192420	04/05/2021	20210330 - 9276	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/05/2021	8,461.05
192420	04/05/2021	20210330 - 9276	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	405.88
192420	04/05/2021	20210330 - 9276	MARCH LIQUOR	609-145010	Inventory-Store 2 / Liquor	04/05/2021	1,286.96
Vendor 10240 - BELLBOY CORPORATION Total:							10,153.89
Vendor: 12811 - BOURGET IMPORTS							
192439	04/05/2021	176561	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	695.89
Vendor 12811 - BOURGET IMPORTS Total:							695.89
Vendor: 12388 - BREAKTHRU BEVERAGE BEER LLC							
192435	04/05/2021	20210331 - 9443	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	61,586.15
192435	04/05/2021	20210331 - 9443	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	228.60
192435	04/05/2021	20210331 - 9443	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	13,874.60
192435	04/05/2021	20210331 - 9443	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	170.05
Vendor 12388 - BREAKTHRU BEVERAGE BEER LLC Total:							75,859.40
Vendor: 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS							
192436	04/05/2021	20210331 - 9418	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/05/2021	31,702.87
192436	04/05/2021	20210331 - 9418	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	4,260.86
192436	04/05/2021	20210331 - 9418	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	379.59
192436	04/05/2021	20210331 - 9418	MARCH LIQUOR	609-145010	Inventory-Store 2 / Liquor	04/05/2021	6,124.06
192436	04/05/2021	20210331 - 9418	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	876.00
Vendor 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS Total:							43,343.38
Vendor: 13097 - BROKEN CLOCK BREWING COOPERATIVE							
192442	04/05/2021	4838	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	54.00
192442	04/05/2021	4854	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	210.00
192442	04/05/2021	4904	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	198.00
Vendor 13097 - BROKEN CLOCK BREWING COOPERATIVE Total:							462.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 4/5/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10369 - CAPITOL BEVERAGE SALES							
192421	04/05/2021	20210330 - 9278	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	31,798.56
192421	04/05/2021	20210330 - 9278	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	982.65
192421	04/05/2021	20210330 - 9278	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	10,105.95
192421	04/05/2021	20210330 - 9278	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	44.24
Vendor 10369 - CAPITOL BEVERAGE SALES Total:							42,931.40
Vendor: 10434 - CLEAR RIVER BEVERAGE							
192422	04/05/2021	572105	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	684.00
Vendor 10434 - CLEAR RIVER BEVERAGE Total:							684.00
Vendor: 10439 - COCA COLA BOTTLING							
192423	04/05/2021	3600211443	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	1,260.41
192423	04/05/2021	3615209951	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	416.74
Vendor 10439 - COCA COLA BOTTLING Total:							1,677.15
Vendor: 13432 - DREKKER BREWING COMPANY							
192449	04/05/2021	12655	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	832.08
192449	04/05/2021	12706	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	840.50
Vendor 13432 - DREKKER BREWING COMPANY Total:							1,672.58
Vendor: 13597 - FORGOTTEN STAR BREWING							
192452	04/05/2021	1064	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	244.00
192452	04/05/2021	20210329 - 9193	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	416.00
Vendor 13597 - FORGOTTEN STAR BREWING Total:							660.00
Vendor: 13153 - HAMMERHEART LLC							
192444	04/05/2021	2021-106	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	228.00
Vendor 13153 - HAMMERHEART LLC Total:							228.00
Vendor: 10931 - HOHENSTEINS INC							
192425	04/05/2021	20210330 - 9277	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	6,216.70
192425	04/05/2021	20210330 - 9277	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	154.35
192425	04/05/2021	20210330 - 9277	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	1,437.75
Vendor 10931 - HOHENSTEINS INC Total:							7,808.80
Vendor: 13309 - INBOUND BREWCO							
192445	04/05/2021	9794	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	376.00
192445	04/05/2021	9954	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	138.00
Vendor 13309 - INBOUND BREWCO Total:							514.00
Vendor: 10975 - INDEED BREWING COMPANY LLC							
192426	04/05/2021	98386	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	578.40
192426	04/05/2021	98801	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	274.55
192426	04/05/2021	98965	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	65.50
Vendor 10975 - INDEED BREWING COMPANY LLC Total:							918.45
Vendor: 13431 - INVICTUS BREWING							
192448	04/05/2021	2602	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	359.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
192448	04/05/2021	2670	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	101.00
Vendor 13431 - INVICTUS BREWING Total:							460.00
Vendor: 11028 - JJ TAYLOR DIST OF MINN							
192427	04/05/2021	20210330 - 9284	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	37,400.00
192427	04/05/2021	20210330 - 9284	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	194.15
192427	04/05/2021	20210330 - 9284	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	6,600.00
192427	04/05/2021	20210330 - 9284	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	71.60
Vendor 11028 - JJ TAYLOR DIST OF MINN Total:							44,265.75
Vendor: 11064 - JOHNSON BROTHERS LIQUOR							
192428	04/05/2021	20210331 - 9421	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/05/2021	73,286.08
192428	04/05/2021	20210331 - 9421	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	21,195.80
192428	04/05/2021	20210331 - 9421	MARCH LIQUOR	609-145010	Inventory-Store 2 / Liquor	04/05/2021	17,288.00
192428	04/05/2021	20210331 - 9421	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	5,020.70
Vendor 11064 - JOHNSON BROTHERS LIQUOR Total:							116,790.58
Vendor: 13070 - LUPULIN BREWING							
192441	04/05/2021	20210331 - 9399	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	610.91
Vendor 13070 - LUPULIN BREWING Total:							610.91
Vendor: 12747 - MATTSON ICE							
192438	04/05/2021	17633	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	190.55
192438	04/05/2021	17663	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	145.40
192438	04/05/2021	17725	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	155.85
192438	04/05/2021	17727	MARCH MISC	609-145040	Inventory-Store 2 / Misc	04/05/2021	179.60
Vendor 12747 - MATTSON ICE Total:							671.40
Vendor: 13915 - MEGA BEER LLC							
192456	04/05/2021	6650	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	520.00
Vendor 13915 - MEGA BEER LLC Total:							520.00
Vendor: 13098 - MODIST BREWING CO LLC							
192443	04/05/2021	E-20181	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	269.25
192443	04/05/2021	E-20182	MARCH BEER	609-145030	Inventory-Store 2 / Beer	04/05/2021	126.00
192443	04/05/2021	E-20488	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	371.00
Vendor 13098 - MODIST BREWING CO LLC Total:							766.25
Vendor: 11717 - PAUSTIS & SONS							
192429	04/05/2021	20210331 - 9417	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	5,730.84
192429	04/05/2021	20210331 - 9417	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	200.00
Vendor 11717 - PAUSTIS & SONS Total:							5,930.84
Vendor: 11747 - PHILLIPS WINE & SPIRITS							
192430	04/05/2021	20210331 - 9419	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/05/2021	14,539.90
192430	04/05/2021	20210331 - 9419	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	9,000.00
192430	04/05/2021	20210331 - 9419	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	32.45
192430	04/05/2021	20210331 - 9419	MARCH LIQUOR	609-145010	Inventory-Store 2 / Liquor	04/05/2021	9,952.45

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 4/7/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
192430	04/05/2021	20210331 - 9419	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	1,628.75
Vendor 11747 - PHILLIPS WINE & SPIRITS Total:							35,153.55
Vendor: 13391 - PRYES BREWING							
192447	04/05/2021	W-19874	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	222.67
Vendor 13391 - PRYES BREWING Total:							222.67
Vendor: 12045 - SOUTHERN WINE & SPIRITS OF MN LLC							
192432	04/05/2021	20210401 - 9458	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/05/2021	29,196.57
192432	04/05/2021	20210401 - 9458	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	1,988.62
192432	04/05/2021	20210401 - 9458	MARCH LIQUOR	609-145010	Inventory-Store 2 / Liquor	04/05/2021	7,032.30
192432	04/05/2021	20210401 - 9458	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	493.84
Vendor 12045 - SOUTHERN WINE & SPIRITS OF MN LLC Total:							38,711.33
Vendor: 13914 - SP3 LLC							
192455	04/05/2021	W-96206	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	576.75
Vendor 13914 - SP3 LLC Total:							576.75
Vendor: 13749 - STACKED DECK BREWING							
192453	04/05/2021	002135	MARCH BEER	609-144030	Inventory-Store 1 / Beer	04/05/2021	996.00
Vendor 13749 - STACKED DECK BREWING Total:							996.00
Vendor: 13580 - SUMMER LAKES BEVERAGE							
192451	04/05/2021	1867	MARCH MISC	609-144040	Inventory-Store 1 / Misc	04/05/2021	270.00
Vendor 13580 - SUMMER LAKES BEVERAGE Total:							270.00
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	WINE TOTE BAGS / CUSTOM E...	609-144040	Inventory-Store 1 / Misc	03/25/2021	3,610.00
Vendor 12262 - US BANK (P-CARDS) Total:							3,610.00
Vendor: 12384 - WINE COMPANY							
192433	04/05/2021	167665	MARCH CREDIT #164567	609-144020	Inventory-Store 1 / Wine	04/05/2021	-40.67
192433	04/05/2021	167665	MARCH CREDIT #164303	609-144020	Inventory-Store 1 / Wine	04/05/2021	-18.00
192433	04/05/2021	167665	MARCH CREDIT #164302	609-144020	Inventory-Store 1 / Wine	04/05/2021	-9.33
192433	04/05/2021	167665	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	918.94
Vendor 12384 - WINE COMPANY Total:							850.94
Vendor: 12385 - WINE MERCHANTS							
192434	04/05/2021	7322253	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	96.00
Vendor 12385 - WINE MERCHANTS Total:							96.00
Vendor: 10826 - WINEBOW							
192424	04/05/2021	MN00091444	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	582.00
192465	04/07/2021	MN00092059	MARCH LIQUOR	609-144010	Inventory-Store 1 / Liquor	04/07/2021	300.00
192465	04/07/2021	MN00092059	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/07/2021	190.00
Vendor 10826 - WINEBOW Total:							1,072.00
Vendor: 12416 - Z WINES USA							
192437	04/05/2021	24299	MARCH WINE	609-144020	Inventory-Store 1 / Wine	04/05/2021	208.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/18/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
192437	04/05/2021	24300	MARCH WINE	609-145020	Inventory-Store 2 / Wine	04/05/2021	200.00
Vendor 12416 - Z WINES USA Total:							408.00
							450,628.90
Division: 691 - Store 1 - Cub location							
Vendor: 13337 - ARMOUR CREATIVE LLC							
192446	04/05/2021	1835	MARCH CREATIVE SERVICES	609-6910-635100	Liq Store 1 / Services Contract...	04/05/2021	292.50
Vendor 13337 - ARMOUR CREATIVE LLC Total:							292.50
Vendor: 10240 - BELLBOY CORPORATION							
192420	04/05/2021	20210330 - 9276	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	52.65
192420	04/05/2021	20210330 - 9276	MARCH BAGS	609-6910-621130	Liq Store 1 / Operating Supplies	04/05/2021	887.73
Vendor 10240 - BELLBOY CORPORATION Total:							940.38
Vendor: 12811 - BOURGET IMPORTS							
192439	04/05/2021	176561	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	14.00
Vendor 12811 - BOURGET IMPORTS Total:							14.00
Vendor: 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS							
192436	04/05/2021	20210331 - 9418	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	339.67
Vendor 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS Total:							339.67
Vendor: 10447 - COMCAST CABLE							
192399	03/30/2021	INV0025717	CABLE FEES 87721078900030...	609-6910-633120	Liq Store 1 / Communication	03/29/2021	464.96
Vendor 10447 - COMCAST CABLE Total:							464.96
Vendor: 11064 - JOHNSON BROTHERS LIQUOR							
192428	04/05/2021	20210331 - 9421	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	1,237.65
Vendor 11064 - JOHNSON BROTHERS LIQUOR Total:							1,237.65
Vendor: 11717 - PAUSTIS & SONS							
192429	04/05/2021	20210331 - 9417	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	75.00
Vendor 11717 - PAUSTIS & SONS Total:							75.00
Vendor: 11747 - PHILLIPS WINE & SPIRITS							
192430	04/05/2021	20210331 - 9419	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	444.47
Vendor 11747 - PHILLIPS WINE & SPIRITS Total:							444.47
Vendor: 13775 - QUADIENT FINANCE USA INC							
192401	03/30/2021	INV0025716	POSTAGE	609-6910-633120	Liq Store 1 / Communication	03/29/2021	14.14
Vendor 13775 - QUADIENT FINANCE USA INC Total:							14.14
Vendor: 11823 - QUALITY REFRIGERATION SERVICE							
192431	04/05/2021	0087679	APRIL HVAC SERVICE AGREEM...	609-6910-635100	Liq Store 1 / Services Contract...	04/05/2021	289.24
Vendor 11823 - QUALITY REFRIGERATION SERVICE Total:							289.24
Vendor: 12045 - SOUTHERN WINE & SPIRITS OF MN LLC							
192432	04/05/2021	20210401 - 9458	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	346.35
Vendor 12045 - SOUTHERN WINE & SPIRITS OF MN LLC Total:							346.35

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 4/5/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 13511 - STAN MORGAN & ASSOCIATES							
192450	04/05/2021	60873 - 3/30/2021	MARCH COOLER PARTS	609-6910-621140	Liq Store 1 / Supplies for Repai...	04/05/2021	74.99
Vendor 13511 - STAN MORGAN & ASSOCIATES Total:							74.99
Vendor: 12856 - SVAP II FRIDLEY MARKET LLC							
192346	03/23/2021	APRIL 2021	APR FRIDLEY MARKET LEASE ...	609-6910-635110	Liq Store 1 / Rentals	03/23/2021	19,044.17
Vendor 12856 - SVAP II FRIDLEY MARKET LLC Total:							19,044.17
Vendor: 13912 - TECHACUMEN INC							
192454	04/05/2021	7895	MARCH ECCOMERCE WEBSITE...	609-6910-635100	Liq Store 1 / Services Contract...	04/05/2021	1,031.25
Vendor 13912 - TECHACUMEN INC Total:							1,031.25
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Employee Lockers / IN *THE L...	609-6910-621130	Liq Store 1 / Operating Supplies	03/25/2021	375.00
DFT0003380	03/25/2021	INV0025712	Mail Chimp E-Mail Charge / M...	609-6910-633100	Liq Store 1 / Advertising	03/25/2021	53.54
DFT0003380	03/25/2021	INV0025712	credit card fees store 1 / NCR ...	609-6910-635100	Liq Store 1 / Services Contract...	03/25/2021	640.10
Vendor 12262 - US BANK (P-CARDS) Total:							1,068.64
Vendor: 12384 - WINE COMPANY							
192433	04/05/2021	167665	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	14.85
Vendor 12384 - WINE COMPANY Total:							14.85
Vendor: 10826 - WINEBOW							
192424	04/05/2021	MN00091444	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	6.00
192465	04/07/2021	MN00092059	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/07/2021	4.50
Vendor 10826 - WINEBOW Total:							10.50
Vendor: 12416 - Z WINES USA							
192437	04/05/2021	24299	MARCH FREIGHT	609-6910-500101	Liq Store 1 / COGS-Freight	04/05/2021	5.00
Vendor 12416 - Z WINES USA Total:							5.00
Division 691 - Store 1 - Cub location Total:							25,707.76
Division: 692 - Store 2 - Hwy 65 location							
Vendor: 10240 - BELLBOY CORPORATION							
192420	04/05/2021	20210330 - 9276	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	6.75
Vendor 10240 - BELLBOY CORPORATION Total:							6.75
Vendor: 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS							
192436	04/05/2021	20210331 - 9418	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	69.00
Vendor 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS Total:							69.00
Vendor: 10447 - COMCAST CABLE							
192399	03/30/2021	INV0025717	CABLE FEES 87721078900030...	609-6920-633120	Liq Store 2 / Communication (...)	03/29/2021	385.93
Vendor 10447 - COMCAST CABLE Total:							385.93
Vendor: 11064 - JOHNSON BROTHERS LIQUOR							
192428	04/05/2021	20210331 - 9421	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	297.55
Vendor 11064 - JOHNSON BROTHERS LIQUOR Total:							297.55

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 4/7/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11717 - PAUSTIS & SONS							
192429	04/05/2021	20210331 - 9417	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	2.50
Vendor 11717 - PAUSTIS & SONS Total:							2.50
Vendor: 11747 - PHILLIPS WINE & SPIRITS							
192430	04/05/2021	20210331 - 9419	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	191.19
Vendor 11747 - PHILLIPS WINE & SPIRITS Total:							191.19
Vendor: 12045 - SOUTHERN WINE & SPIRITS OF MN LLC							
192432	04/05/2021	20210401 - 9458	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	77.33
Vendor 12045 - SOUTHERN WINE & SPIRITS OF MN LLC Total:							77.33
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	credit card fees store 2 / NCR ...	609-6920-635100	Liq Store 2 / Services Contract...	03/25/2021	156.10
Vendor 12262 - US BANK (P-CARDS) Total:							156.10
Vendor: 12385 - WINE MERCHANTS							
192434	04/05/2021	7322253	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	1.21
Vendor 12385 - WINE MERCHANTS Total:							1.21
Vendor: 12416 - Z WINES USA							
192437	04/05/2021	24300	MARCH FREIGHT	609-6920-500101	Liq Store 2 / COGS-Freight	04/05/2021	5.00
Vendor 12416 - Z WINES USA Total:							5.00
Division 692 - Store 2 - Hwy 65 location Total:							1,192.56
Fund 609 - Municipal Liquor Total:							477,529.22
Fund: 703 - Employee Benefits							
Vendor: 12443 - OPTUM BANK (HSA)							
DFT0003365	03/19/2021	INV0025676	HSA SAVINGS ACCT - EMPLOY...	703-213340	Health Care Spending	03/19/2021	3,501.07
DFT0003384	04/02/2021	INV0025728	HSA SAVINGS ACCT - EMPLOY...	703-213340	Health Care Spending	04/02/2021	3,501.07
Vendor 12443 - OPTUM BANK (HSA) Total:							7,002.14
							7,002.14
Fund 703 - Employee Benefits Total:							7,002.14
Fund: 704 - Self Insurance Fund							
Division: 713 - Self Insurance							
Vendor: 12262 - US BANK (P-CARDS)							
DFT0003380	03/25/2021	INV0025712	Repair Graphic 388 Crash / IN ...	704-7130-635100	Self Ins / Services Contracted, ...	03/25/2021	34.00
Vendor 12262 - US BANK (P-CARDS) Total:							34.00
Division 713 - Self Insurance Total:							34.00
Fund 704 - Self Insurance Fund Total:							34.00

COUNCIL CLAIMS REPORT

Payment Dates: 3/18/2021 - 3/30/2021

Item 10.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 806 - HOTEL / MOTEL TAX							
Division: 417 - Marketing & Communications							
Vendor: 11501 - MINNESOTA METRO NORTH TOURISM							
192379	03/30/2021	FEBRUARY 2021	FEB HOTEL/MOTEL TAX	806-4170-638180	Mktg & Comm / Pmts to Other...	03/30/2021	4,433.61
Vendor 11501 - MINNESOTA METRO NORTH TOURISM Total:							4,433.61
Division 417 - Marketing & Communications Total:							4,433.61
Fund 806 - HOTEL / MOTEL TAX Total:							4,433.61
Grand Total:							1,446,076.17

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	856,560.07
225 - Cable TV Fund	718.80
237 - Solid Waste Abatement	32,500.10
240 - Forfeitures/State/Vice/Drugs	6,256.00
260 - Police Activity Fund	191.58
270 - Springbrook NC Fund	5,994.73
405 - Capital Improvements-BLDG	1,378.77
406 - Capital Improvements-STR	1,755.00
407 - Capital Improvements-PKS	4,170.00
601 - Water Fund	34,760.04
602 - Sewer Fund	4,296.17
603 - Storm Water Fund	8,495.94
609 - Municipal Liquor	477,529.22
703 - Employee Benefits	7,002.14
704 - Self Insurance Fund	34.00
806 - HOTEL / MOTEL TAX	4,433.61
Grand Total:	1,446,076.17

Account Summary

Account Number	Account Name	Payment Amount
101-1110-633120	City Council / Communicat..	38.32
101-1210-621120	Gen Mgmt / Office Suppli...	26.25
101-1210-621130	Gen Mgmt / Operating Su...	234.82
101-1210-632100	Gen Mgmt / Dues & Subsc...	117.40
101-1210-633120	Gen Mgmt / Communicat...	102.18
101-1240-631100	Legal / Services-Professio...	33,229.00
101-1310-621120	Accounting / Office Suppli...	51.96
101-1310-632100	Accounting / Dues & Subs...	934.00
101-1310-633120	Accounting / Communicat...	119.25
101-1320-632100	Assessing / Dues & Subscr...	210.00
101-1320-633120	Assessing / Communicati...	8.89
101-132200	Due from HRA	45.11
101-1330-633120	IT / Communication (pho...	1,580.07
101-1330-635100	IT / Services Contracted, ...	79.81
101-1330-635130	IT / Hardware & Software ...	6,593.16
101-1360-633120	Elections / Communicatio...	13.79
101-1380-621120	City Clerk / Office Supplies	4.45
101-1380-635100	City Clerk / Services Contr...	195.50
101-141040	Inventory - Auto Parts & S...	860.57
101-1410-475900	Non-Dept / Miscellaneous...	-1,024.84

Account Summary

Account Number	Account Name	Payment Amount
101-1410-632120	Non-Dept / Conferences &..	1,900.00
101-1410-633120	Non-Dept / Communicati...	157.07
101-1410-635110	Non-Dept / Rental	1,262.79
101-1420-633120	Emergency Reserves / Co...	86.21
101-1420-635100	Emergency Reserves / Ser...	2,436.00
101-203130	Surtax/Surcharge	543.24
101-2110-621100	Police / Fuels & Lubes	27.35
101-2110-621110	Police / Clothing & Laundry	32,401.43
101-2110-621120	Police / Office Supplies	366.12
101-2110-621130	Police / Operating Supplies	10,434.50
101-2110-621140	Police / Supplies for Repai...	146.80
101-2110-631100	Police / Services-Professi...	1,991.72
101-2110-632100	Police / Dues & Subscripti...	2,849.24
101-2110-632120	Police / Conferences & Sc...	1,719.00
101-2110-633110	Police / Printing & Binding	2,047.69
101-2110-633120	Police / Communication (...)	1,207.25
101-2110-635100	Police / Services Contract...	329.00
101-212100	Federal Tax Withheld	90,346.51
101-212110	State Tax Withheld	40,379.68
101-212120	FICA Payable	73,033.08
101-212130	Medicare Payable	27,183.46
101-213100	PERA	182,794.97
101-213140	Health Insurance	125,261.59
101-213150	Health Reimb HRA/Veba &..	7,771.32
101-213160	Dental Insurance Payable	7,249.04
101-213170	Life Insurance Payable	2,793.42
101-213180	PERA Life Insurance	800.00
101-213200	Long Term Disability With...	2,743.07
101-213205	Short Term Disability	3,359.64
101-213210	Union Dues - Police	2,286.00
101-213230	Union Dues - FT Fire	90.00
101-213260	Deferred Comp.-ICMA 457..	35,510.59
101-213270	ICMA Roth IRA	7,767.26
101-213280	RHS Plan (ICMA)	6,535.20
101-213290	Union Dues - POC/Vol Fire	100.00
101-213300	Child Support Withheld	1,174.98
101-213320	Miscellaneous Withholdin...	577.15
101-213330	Fridley Police Association	184.00
101-2150-621110	Emergency Mgmt / Clothi...	143.16
101-2150-632100	Emergency Mgmt / Dues ...	-100.00
101-2150-634100	Emergency Mgmt / Utility...	52.28
101-2190-621110	Fire / Clothing & Laundry	1,241.79

Account Summary

Account Number	Account Name	Payment Amount
101-2190-621120	Fire / Office Supplies	71.60
101-2190-621130	Fire / Operating Supplies	3,568.86
101-2190-621140	Fire / Supplies for Repair ...	234.68
101-2190-621150	Fire / Tools & Minor Equi...	259.58
101-2190-631100	Fire / Services-Professional	717.00
101-2190-632100	Fire / Dues & Subscription,...	495.00
101-2190-632120	Fire / Conferences & Scho...	156.95
101-2190-633120	Fire / Communication (ph...	509.20
101-2190-634100	Fire / Utility Services	800.34
101-2190-635100	Fire / Services Contracted,...	3,551.17
101-2190-635130	Fire / Hardware & Softwa...	27,932.00
101-2190-638180	Fire / Pmts to Other Agenc..	1,945.00
101-3110-621110	Facilities / Clothing & Lau...	386.68
101-3110-621120	Facilities / Office Supplies	136.89
101-3110-621130	Facilities / Operating Supp...	1,031.42
101-3110-621140	Facilities / Supplies for Re...	704.21
101-3110-633120	Facilities / Communication	91.00
101-3110-634100	Facilities / Utility Services	1,685.36
101-3110-635100	Facilities / Services Contra...	1,766.73
101-3140-631100	Eng / Services-Professional	4,098.94
101-3140-633120	Eng / Communication (ph...	572.56
101-3140-635130	Eng / Hardware & Softwa...	1,111.00
101-3150-621140	Forestry / Supplies for Re...	109.99
101-3150-635100	Forestry / Services Contra...	24,905.00
101-3160-621110	Parks / Clothing & Laundry	110.67
101-3160-621140	Parks / Supplies for Repair...	79.42
101-3160-632120	Parks / Conferences & Sc...	150.00
101-3160-633120	Parks / Communication (p...	316.10
101-3160-634100	Parks / Utility Services	3,718.10
101-3160-635110	Parks / Rentals	266.00
101-3170-634100	Lighting / Utility Services	14,214.16
101-3170-635100	Lighting / Services Contrac...	323.00
101-3180-621110	Streets / Clothing & Laund...	190.29
101-3180-621130	Streets / Operating Suppli...	132.83
101-3180-621140	Streets / Supplies for Repa...	17,932.38
101-3180-621150	Streets / Tools & Minor E...	420.75
101-3180-632120	Streets / Conferences & S...	85.00
101-3180-633120	Streets / Communication ...	460.97
101-3180-635100	Streets / Services Contrac...	5,006.39
101-3190-621110	Fleet Services / Clothing &...	106.83
101-3190-621130	Fleet Services / Operating...	33.81
101-3190-633120	Fleet Services / Communi...	134.10

Account Summary

Account Number	Account Name	Payment Amount
101-4100-633120	Rec / Communication (ph...	271.68
101-4101-621130	Rec Pre-School / Operatin...	25.00
101-4102-621130	Rec After School / Operat...	10.99
101-4105-621130	Rec Special Events / Oper...	31.05
101-4106-621130	Rec ROCKS / Operating Su...	75.00
101-4106-635100	Rec ROCKS / Services Cont...	100.00
101-4107-621130	Rec Sports / Operating Su...	61.24
101-4107-633100	Rec Sports / Advertising	14.01
101-4170-633120	Mktg & Comm / Commun...	2,000.00
101-5110-435100	Bldg Inspection / Building ...	28.80
101-5110-621130	Bldg Inspection / Operati...	100.50
101-5110-633120	Bldg Inspection / Comm. (...)	213.98
101-5110-635100	Bldg Inspection / Services...	7,676.31
101-5120-621120	Planning / Office Supplies	116.15
101-5120-631100	Planning / Services-Profes...	835.00
101-5120-633100	Planning / Advertising	1.80
101-5120-633120	Planning / Communication..	192.54
101-5120-635100	Planning / Services Contra...	886.52
101-5140-621110	Rental Inspection / Clothi...	229.20
101-5140-621120	Rental Inspection / Office ...	22.69
101-5140-621130	Rental Inspection / Operat..	444.00
101-5140-633110	Rental Inspection / Printin...	22.78
101-5140-633120	Rental Inspection / Comm...	75.58
225-4170-621120	Mktg & Comm / Office Su...	-0.12
225-4170-632100	Mktg & Comm / Dues & S...	338.35
225-4170-632120	Mktg & Comm / Conferen...	240.00
225-4170-633100	Mktg & Comm / Advertisi...	26.77
225-4170-633120	Mktg & Comm / Commun...	113.80
237-5180-633110	Recycling / Printing & Bind..	982.00
237-5180-633120	Recycling / Communicatio...	3.50
237-5180-635100	Recycling / Services Contr...	31,514.60
240-2170-621130	StateForf-Drugs / Operati...	6,256.00
260-2114-633120	Police PSDS / Communicat...	191.58
270-4190-621130	SNC / Operating Supplies	778.73
270-4190-621140	SNC / Supplies for Repair ...	922.09
270-4190-632100	SNC / Dues & Subscrip, Pe...	900.00
270-4190-633120	SNC / Communication (ph...	135.70
270-4190-634100	SNC / Utility Services	1,836.90
270-4190-635100	SNC / Services Contracted,...	805.00
270-4190-635110	SNC / Rentals	232.00
270-4192-621130	SNC-Spec Events / Operat...	372.32
270-4194-621130	SNC-Fridley Schools / Ope...	11.99

Account Summary

Account Number	Account Name	Payment Amount
405-3115-704100	CIP Bldg Facilities / Furnit...	1,378.77
406-3180-705100	CIP Streets / Infrastructure	1,755.00
407-3160-631100	CIP Parks / Services-Profe...	175.00
407-3160-702100	CIP Parks / Land Improve...	3,995.00
601-6010-631100	Water Admin / Services-P...	506.50
601-6010-633120	Water Admin / Communi...	37.38
601-6012-621100	Water Ops / Fuels & Lubes	48.88
601-6012-621110	Water Ops / Clothing & L...	92.88
601-6012-621130	Water Ops / Operating Su...	5,611.86
601-6012-621140	Water Ops / Supplies for ...	1,540.28
601-6012-632100	Water Ops / Dues & Subsc...	300.00
601-6012-633120	Water Ops / Communicat...	525.12
601-6012-634100	Water Ops / Utility Servic...	18,011.97
601-6012-635100	Water Ops / Services Cont...	5,536.29
601-6019-621140	Water CIP / Supplies for R...	2,278.28
601-6019-701100	Water CIP / Building & Bl...	270.60
602-6022-621110	Sewer Ops / Clothing & L...	120.76
602-6022-633120	Sewer Ops / Communicat...	520.37
602-6022-634100	Sewer Ops / Utility Servic...	746.68
602-6022-635100	Sewer Ops / Services Cont...	2,908.36
603-6032-631100	Storm Ops / Services-Prof...	635.00
603-6032-634100	Storm Ops / Utility Services	259.12
603-6032-635100	Storm Ops / Services Cont...	875.00
603-6039-705100	Storm CIP / Infrastructure	6,726.82
609-144010	Inventory-Store 1 / Liquor	157,486.47
609-144020	Inventory-Store 1 / Wine	44,702.95
609-144030	Inventory-Store 1 / Beer	155,691.92
609-144040	Inventory-Store 1 / Misc	8,333.21
609-145010	Inventory-Store 2 / Liquor	41,683.77
609-145020	Inventory-Store 2 / Wine	8,515.29
609-145030	Inventory-Store 2 / Beer	33,053.65
609-145040	Inventory-Store 2 / Misc	1,161.64
609-6910-500101	Liq Store 1 / COGS-Freight	2,540.14
609-6910-621130	Liq Store 1 / Operating Su...	1,262.73
609-6910-621140	Liq Store 1 / Supplies for ...	74.99
609-6910-633100	Liq Store 1 / Advertising	53.54
609-6910-633120	Liq Store 1 / Communicati...	479.10
609-6910-635100	Liq Store 1 / Services Cont...	2,253.09
609-6910-635110	Liq Store 1 / Rentals	19,044.17
609-6920-500101	Liq Store 2 / COGS-Freight	650.53
609-6920-633120	Liq Store 2 / Communicati...	385.93
609-6920-635100	Liq Store 2 / Services Cont...	156.10

Account Summary		
Account Number	Account Name	Payment Amount
703-213340	Health Care Spending	7,002.14
704-7130-635100	Self Ins / Services Contrac...	34.00
806-4170-638180	Mktg & Comm / Pmts to ...	4,433.61
Grand Total:		1,446,076.17

Project Account Summary		Payment Amount
Project Account Key		
None		1,388,535.25
211003		1,901.81
211031		1,235.96
211099		35,257.91
4053121151		1,378.77
4063121521		1,755.00
4073120004		3,995.00
4073120726		175.00
512051		1.80
6016019509		270.60
6016021412		2,278.28
6036015475		6,726.82
C19102		2,436.00
C19103		127.97
Grand Total:		1,446,076.17



City of Fridley, MN

EMERGENCY CLAIMS REPORT

By Fund

Payment Dates 3/18/2021 - 4/7/2021

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 101 - General Fund							
Division: 142 - Emergency Reserves							
Vendor: 10185 - AT & T WIRELESS SERVICE							
192457	04/07/2021	INV0025760	WIRELESS - EMERGENCY	101-1420-633120	Emergency Reserves / Commu...	04/07/2021	86.21
Vendor 10185 - AT & T WIRELESS SERVICE Total:							86.21
Vendor: 13603 - CMT JANITORIAL SERVICES							
192474	04/07/2021	3170	MARCH CLEANING POLICE DE...	101-1420-635100	Emergency Reserves / Services...	04/07/2021	2,436.00
Vendor 13603 - CMT JANITORIAL SERVICES Total:							2,436.00
Division 142 - Emergency Reserves Total:							2,522.21
Fund 101 - General Fund Total:							2,522.21
Grand Total:							2,522.21

Report Summary

Fund Summary		
Fund		Payment Amount
101 - General Fund		2,522.21
Grand Total:		2,522.21

Account Summary			
Account Number	Account Name		Payment Amount
101-1420-633120	Emergency Reserves / Co...		86.21
101-1420-635100	Emergency Reserves / Ser...		2,436.00
Grand Total:			2,522.21

Project Account Summary		
Project Account Key		Payment Amount
C19102		2,436.00
C19103		86.21
Grand Total:		2,522.21



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director

Title

Resolution No. 2021-29, Authorizing a Scope of Engineering Services for the 53rd Avenue Turnabout Project ST2021-521

Background

The City of Fridley has been cooperatively working with the City of Columbia Heights to improve safety for vehicular traffic on 53rd Avenue just west of Central Avenue (Trunk Highway 65). Due to the number of access points and their location near Central Avenue, turning movements into and out of commercial driveways creates unanticipated conflicts with vehicles traveling on 53rd Avenue. In addition, stacking of vehicles on 53rd Avenue to queue for the traffic signal at Central Avenue interferes with access points.

The recommended solution is to restrict access with a barrier median along 53rd Avenue to eliminate left turning conflicts. To provide access opportunities, it is recommended that a turnabout be constructed to the west to allow right-out vehicles on the north side of the median that would return to Central Avenue a turnaround and provide a similar turnaround for right-in vehicles using accesses on the south side of the median. Eastbound vehicles would have to U-turn to access properties north of the median, or when departing with a desire to return westbound.

The City of Fridley and City of Columbia Heights have obtained funding for the project under MnDOT's Highway Safety Improvement Program (HSIP), which will fund 90% of estimated construction, and the cities would share equally in the matching funding for construction (\$40,600 each), along with any cost overages and design/administration. The project is planned to be constructed in calendar year 2022.

In 2020, the City Council approved a Joint Powers Agreement between the cities to allow Fridley to administer the project. The City of Fridley has negotiated a scope of services with Bolton and Menk for final design engineering services. The scope is attached for review. The two cities will share equally in cost of actual services paid.

Financial Impact

The work under this scope of services is designated to be funded in the city's 2021-2025 Capital Investment Plan and is within the budgeted amount for the planned services.

Recommendation

Staff recommend the approval of Resolution No. 2021-29.

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☒ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2021-29
- Concept Design Proposal

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-29

Authorizing a Scope of Engineering Services for the 53rd Avenue Safety Improvement Project ST2021-521

Whereas, the City of Fridley and City of Columbia Heights have both recognized full access to 53rd Avenue west of Central Avenue (Trunk Highway 65) creates numerous potential vehicular conflicts between business users and other roadway users; and

Whereas, the analysis of options for safety improvements has been performed and access restriction via a barrier median in conjunction with construction of a roundabout was determined to have the most positive safety impact while providing ease of access to business users; and

Whereas, the cities applied in 2018 to the Minnesota Department of Transportation for funding of the aforementioned project, designated as the 53rd Avenue Safety Improvement Project ST2022-21, under the Highway Safety Improvement Program (HSIP), and were successful in obtaining funding for 90% of construction of the project; and

Whereas, the cities entered into a Joint Powers Agreement in 2020 to administer the project, with the City of Fridley being the lead agency; and

Whereas, staff has negotiated a scope of services with Bolton and Menk for final design which is agreeable to staff of both cities;

Now, therefore be it resolved, that the City Council of the City of Fridley hereby authorizes approval of the attached scope of services with Bolton and Menk for the project.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

ATTEST:

Daniel Tienter – City Clerk



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

Item 11.

August 21, 2020

Mr. James Kosluchar, PE
Public Works Director / City Engineer
City of Fridley Public Works Department
7071 University Ave. N.E.
Fridley, MN 55432

RE: Proposal for 53rd Avenue Turnabout
SP 127-319-006

Dear Mr. Kosluchar:

We appreciate the opportunity to assist the City of Fridley with the 53rd Avenue Turnabout project. Work completed to date for the project includes:

- Topographical survey,
- Geotechnical exploration, and
- Preliminary sketch plans.

Several revisions to the sketch plans have occurred based on comments from Fridley, Columbia Heights and other stakeholders. A general strategy has evolved that includes the following elements:

- Provide a corridor for a future trail on the south side of the project from Central Avenue to the westerly project limits,
- Shift the turnabout slightly north to minimize impacts to the NuStar gas main and to minimize construction staging costs, and
- Design the turnabout to accommodate a WB 67 truck.

Work Scope

The project is in the current STIP, as SP 127-319-006 for Fiscal Year 2023. The current strategy is to construct lift station improvements in calendar year 2021, with the turnabout construction following in calendar year 2022. To prepare for construction, several tasks are proposed be completed to allow for acquisition of easements and right-of-way. This proposal includes the following tasks:

- Refine the geometric layout based on comments received.
- Develop construction limits based on:
 - Horizontal and vertical roadway alignments,
 - Stormwater analysis based Mississippi Watershed Management Organization requirements, and
 - Construction staging plan.
- Prepare easement descriptions and exhibits based on the construction limits.

Mr. James Kosluchar, P.E.
 August 21, 2020
 Page 2 of 2

- Prepare exhibits depicting the improvements to assist with property acquisition.
- Prepare a project cost estimate based on the refined information.
- Prepare the Project Memorandum based on the above information.

Fees

Our proposed Not-to-Exceed fees, based on the work scope presented above, are as follows:

Work Type	Hours	Total
Geometric Layout	40	\$ 5,760.00
Vertical Alignment and Grading	64	\$ 8,960.00
Stormwater Analysis	80	\$ 11,520.00
Construction Staging Plans	64	\$ 8,960.00
Easement Documents (1 Property)		\$ 1,600.00
Exhibits	40	\$ 5,600.00
Cost Estimate	32	\$ 4,480.00
<u>Project Memorandum</u>	<u>68</u>	<u>\$ 11,900.00</u>
Project Totals	388	\$ 58,780.00

Next Steps

Completion of the tasks included in this proposal will allow the City to finalize funding strategies for the project and will allow for the property acquisition process to begin. The anticipated sequence of tasks will be as follows:

- Property Owner Discussions,
- ROW / Easement Acquisition,
- Feasibility Reports (if needed),
- Final Design,
- Permitting,
- Bidding and Award, and
- Construction.

We are available to meet and discuss items related to this proposal at your convenience. If there questions or concerns, please call me at (612) 805-2846.

Sincerely,

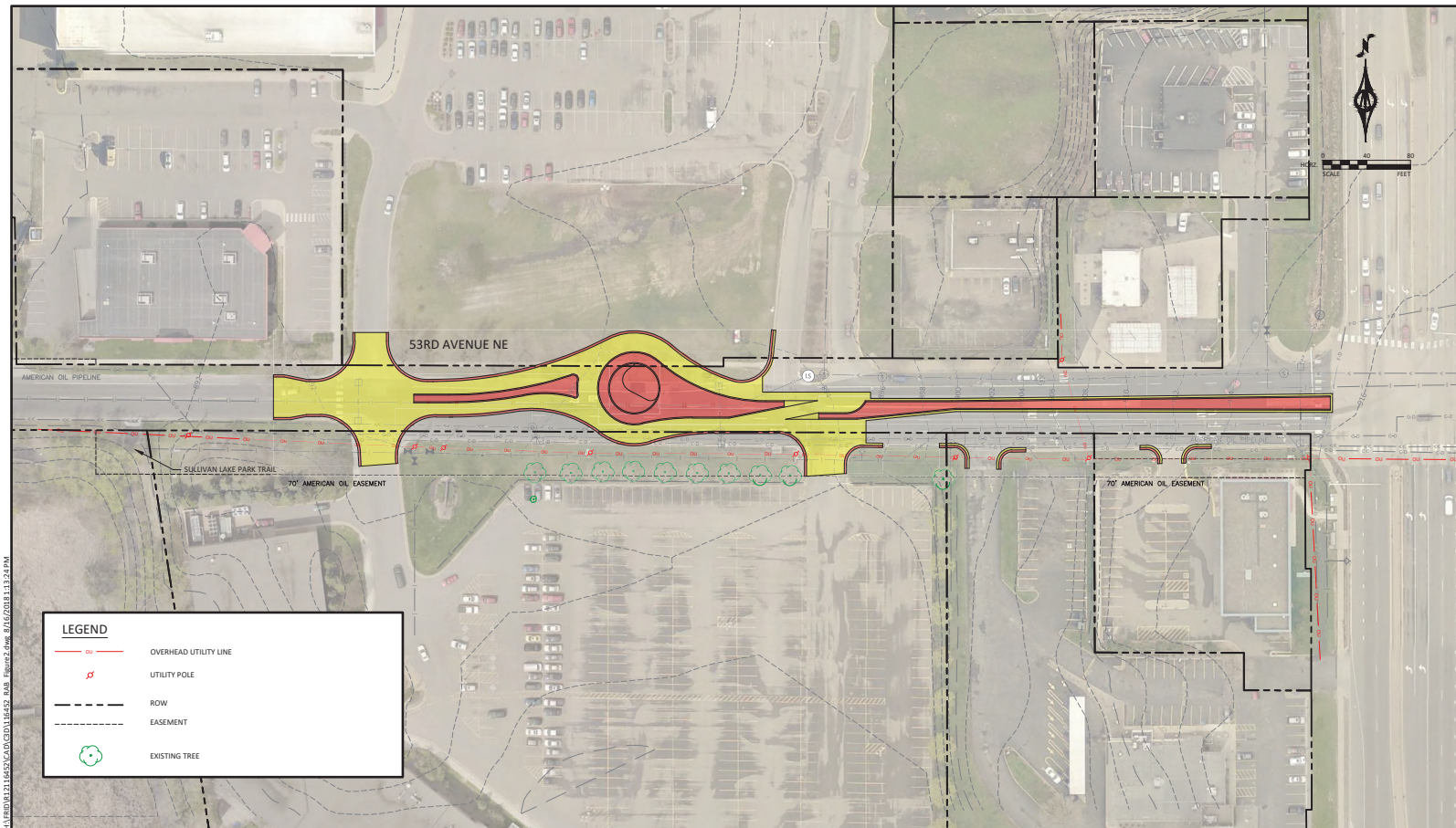
Bolton & Menk, Inc.



Kevin P. Kielb, P.E.
 Principal Engineer

53rd Avenue
Fridley, MN

PRELIMINARY LAYOUT
08/16/2018





AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director
Rachel Workin, Environmental Planner

Title

Resolution No. 2021-31, Authorizing the Execution of a Coon Creek Watershed District Water Quality Cost-Share Agreement

Background

The City received a Coon Creek Watershed District Water Quality Cost-Share grant for \$50,000 for the Craig Park Project (Exhibit A). This project proposes to improve water quality and address long standing drainage issues in Craig Park. These drainage issues result in standing water near the tennis courts, the backyards of adjacent homes, and the ballfield area, which decreases the park's usability, causes maintenance difficulties, and negatively impacts the surrounding properties. This project proposes to resolve these issues by conveying the standing water, as well as stormwater runoff from the three-acre neighborhood north of the park, into two stormwater basins for treatment prior to discharge into the Mississippi River (Exhibit B). Expected water quality improvements include the removal of 4.01 pounds of phosphorus and 979 pounds of sediment annually. Additionally, the project proposes to use the material excavated from the stormwater basins to build up the park's new active play areas in order to create additional flood protection. Secondary benefits of the project include increased pollinator habitat and decreased maintenance through the conversion of under-utilized open space to native plantings.

These changes present an opportunity to enhance under-utilized space in the park, increase climate resiliency, and implement feedback gathered through the Finding Your Fun in Fridley campaign. This includes desired shifts from non-programmed ballfields to flexible open space, more walking trails, and increased environmental sustainability. Park concept plans were developed that integrated these improvements with the proposed stormwater management plan and were presented to the Parks and Recreation Commission and Environmental Equality and Energy Commission who expressed their support. Additionally, a direct mailer was sent to households within the park service area directing them to the project website (www.FridleyMn.gov/CraigPark), asking them to review the project video and concept plans and provide their feedback. Fifty residents responded to the survey and 90% of them indicated that they were satisfied or very satisfied with the proposed project plans.

This project is in line with the following guidance documents and policies:

- The Local Water Plan which establishes the goal that "all Fridley surface waters can be enjoyed to their highest use" and includes the Craig Park project'
- The 2040 Comprehensive Plan, Parks chapter which established the goal of "[Protecting] our natural resources" and includes the Craig Park project;

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

- The City's Pollinator Friendly Fridley resolution that directs the City to pursue planting more pollinator forage in areas of parks that are currently mowed turf grass; and
- Upper Mississippi River Bacteria Total Maximum Daily Load.

Financial Impact

The initial project estimate for stormwater related improvements is \$147,126. This grant is for \$50,000. As a result the City's estimated contribution is \$97,126. This match has been budgeted for as a Watershed District Water Quality Project within the Capital Investment Program funded through the Stormwater Utility Fund Reserves. Additional project costs associated with park improvements such as the trail and playground enhancement will be funded as a park capital project.

Recommendation

Staff recommends the approval of Resolution 2021-31.

Focus on Fridley Strategic Alignment

☒ Vibrant Neighborhoods & Places	☒ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☒ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2021-31
- Exhibit A: Grant Agreement with the Coon Creek Watershed District for the Craig Park Project
- Exhibit B: Site Plan

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Resolution No. 2021-31**Authorizing the Execution of a Coon Creek Watershed District Water Quality Cost-Share Agreement**

Whereas, Craig Park is a neighborhood park in the City of Fridley; and

Whereas, The City intends to undertake a water quality treatment as part of the Craig Park Project; and

Whereas, The City and Coon Creek Watershed District share a common interest in water resource protection and improving water quality within the City of Fridley and the Coon Creek Watershed District; and

Whereas, this project will improve water quality within the City and the Coon Creek Watershed District by reducing peak discharge rates, total suspended sediment loading, and total phosphorus loading to the Mississippi River which is impaired for aquatic life and recreation; and

Whereas, City has applied to the District for cost-share assistance in implementing this Project; and

Whereas the District under its Water Quality Cost-Share Program desires to provide the City cost-share assistance for the above water quality improvement treatment features.

Now, therefore, be it resolved, that the City Council of the City of Fridley hereby authorizes the execution of the Coon Creek Waterhead District Water Quality Cost Share Agreement included as Exhibit A in support of the Craig Park Project.

Passed and adopted by the City Council of the City of Fridley this 16th day of April, 2021.

Scott J. Lund – Mayor

Daniel Tienter – City Clerk

COON CREEK WATERSHED DISTRICT WATER QUALITY COST-SHARE AGREEMENT

This Agreement is entered into _____, 2021 (Effective Date), by the Coon Creek Watershed District, a metropolitan watershed district and political subdivision of the State of Minnesota (District), and the City of Fridley, a Minnesota municipal corporation (City).

RECITALS

A. The District and the City share a common interest in water resource protection and improving water quality within the City of Fridley and the Coon Creek Watershed District.

B. The City intends to undertake a water quality treatment project (Project) in conjunction with a planned Craig Park Improvement project.

C. The above City Project will improve water quality within the City and the Coon Creek Watershed District by reducing peak discharge rates, total suspended sediment loading, and total phosphorus loading to the Mississippi River which is impaired for aquatic life and recreation.

D. The City has applied to the District for cost-share assistance in implementing this Project.

E. The District under its Water Quality Cost-Share Program desires to provide the City cost-share assistance for the above water quality improvement treatment features, as more particularly set forth below.

THEREFORE, in consideration of mutual promises set forth below and other good and valuable consideration, the District and City agree as follows:

1. Scope of Work.

The City assumes the full and sole responsibility for implementation of the Project as set forth in the City's Grant Application attached as Exhibit A. The City will provide for the Project's planning, engineering, construction, and construction administration and will construct the Project in accordance with the District's permit requirements and approved plans and specifications. Minor changes in Project design that maintain the same or greater level of water quality treatment are allowable by amending this Agreement with both parties' written mutual consent. The City is responsible for obtaining all required permits and approvals, and for complying with all applicable laws in constructing and implementing this Project.

2. Project Completion.

The City will complete the above Project by December 31, 2022, unless this Agreement is amended by the parties' written mutual consent to reschedule the work and funding.

3. Cost-Share Funds.

To defray the Project costs to the City, the District will provide the City cost-share assistance up to the total amount of \$50,000, not to exceed 50% of total Project costs, as outlined in the attached Exhibit A Grant Application Budget Form.

4. Terms of Payment.

The District upon the Effective Date of this Agreement will disburse to the City 80% of the Project's above cost-share amount.

On District receipt of the certification of completion and review of such Project documentation as it may require, including invoices and receipts documenting actual Project costs, the District will disburse to the City the remaining District approved cost-share funds.

The City will provide the District as-built records, an operations and maintenance plan, and documentation of pollution reductions in accordance with the stated water quality outcomes included in Exhibit A.

5. Term of Agreement; Survival of Terms; Incorporation of Exhibits.

This Agreement will be effective on _____, 2021, and will expire on December 31, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clause: 7(E) Government Data Practices.

Exhibit A is attached and incorporated by reference.

6. Contingencies.

The District's obligation to provide cost-share funds is contingent on the City's compliance with the terms of this Agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications, by the December 31, 2022 completion date. The City will return to the District any cost-share funds already received if this condition is not satisfied.

7. Miscellaneous.

A. Relationship of Parties. Nothing in this Agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the City is solely

responsible for selection of the Project design and the means, method and manner of construction. Nothing in this Agreement creates a right in any third-party or affects any immunity, defense or liability limitation enjoyed by either party.

B. Employees. The City represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this Agreement. No City personnel or contractor will be considered an agent, representative or employee of the District.

C. Assignment or Modification. This Agreement binds and inures to the benefit of the City and the District, and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other. Any modification of the Agreement must be in writing and signed by both parties.

D. Notices. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following address:

City of Fridley
7071 University Ave NE
Fridley, MN 55432

Coon Creek Watershed District
13632 Van Buren Street NE
Ham Lake, MN 55304

E. Government Data Practices Act. The District and City will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District or the City under this Agreement.

F. Recitals. The Recitals stated above are incorporated as part of this Agreement.

COON CREEK WATERSHED DISTRICT:

CITY OF FRIDLEY:

By _____
President, Board of Managers

By _____
Mayor

Dated: _____

Dated: _____

By _____
City Manager

Dated: _____

Exhibit A: Water Quality Cost Share Grant Application Materials



Fridley Civic Campus

7071 University Ave N.E. Fridley, MN 55432
763-571-3450 | FAX: 763-571-1287 | FridleyMN.gov

Item 12.

January 29, 2021

PW21-007

Coon Creek Watershed District
Attn: Justine Dauphinais
13632 Van Buren Street NE
Ham Lake, MN 55304

Subject: 2021 Water Quality Cost-Share Program

Dear Ms. Dauphinais:

Enclosed within is the City of Fridley's submittal for the District's 2021 Water Quality Cost-Share Program. This grant will allow the City to incorporate water quality improvements into our scheduled 2021 Craig Park Project.

These improvements include:

- 1) A biofiltration basin with a pre-treatment sump and forebay to receive stormwater runoff from a 3.3-acre residential neighborhood that currently flows untreated into the Mississippi River
- 2) A swale with multiple check dams to receive overflow from the biofiltration basin
- 3) A bioretention basin to receive the overflow from the swale before it enters the storm sewer system as well as the runoff from the backyards of homes alongside Alden Way.

Craig Park is one of a limited number of Fridley parks whose size and geographical location allow for meaningful surface water treatment alongside recreational uses. In developing the park concepts, we implemented a unique approach in which we designed the park's amenities around the possible stormwater infrastructure instead of trying to fit the infrastructure in after the fact. We believe that the resulting design is an improvement to the overall park experience and can be an important demonstration for other agencies as they balance potentially competing uses within public land.

We appreciate the opportunity to submit this grant application to the Coon Creek Watershed District. Please contact me with any questions you may have at (763) 572-3594 or rachel.workin@fridleymn.gov.

Sincerely,

Rachel Workin
Environmental Planner



Coon Creek Watershed District
 13632 Van Buren St NE
 Ham Lake, MN 55304
 763.755.0975

Office Use: Grant App # (WAN) _____
 Amount Awarded _____
 Funding Agreement signed _____

CCWD Water Quality Cost-Share Program Grant Application

Applicant Information

Name, Title	James Kosluchar, Director of Public Works, and Engineering	
Organization	City of Fridley	
Address	7071 University Ave NE	
Email, Phone	Jim.Kosluchar@FridleyMN.gov	763-572-3550

Project Information - *Be clear and brief. If necessary, attach additional pages*

Title	Craig Park Project
--------------	--------------------

Description

What, where, when, and why?

If the project is subject to a District permit, describe how the proposed work goes above and beyond permit requirements.

This grant application will allow the City to incorporate water quality treatment into a planned park project in order to improve the water quality of the Mississippi River. As part of this project, stormwater best management practices will be installed within Craig Park (see Figure 1). The BMPs proposed as part of this project include:

- 1) A biofiltration basin with a pre-treatment sump and forebay to receive stormwater runoff from a 3.3-acre residential neighborhood and associated roadways that currently flows untreated into the Mississippi River
- 2) A swale with multiple check dams to receive overflow from the biofiltration basin
- 3) A bioretention basin to receive the overflow from the swale before it enters the storm sewer system as well as the runoff from the backyards of homes alongside Alden Way.

Park features will be redesigned around this new stormwater management system including removal of one tennis court and the ag-lime ballfield to accommodate the swales and bioretention basin, a new crushed limestone trail, and updated play equipment. The project results in an overall net reduction in impervious surface. These park improvements are part of a scheduled 2021 update to Craig Park included in the City's Capital Investment Program.

City staff, Coon Creek staff, and the District Engineer held a pre-application meeting on January 8, 2021 in which the conceptual plan for the park improvements were reviewed. Based on the meeting, the City will apply for a permit demonstrating that the project's erosion control plan complies with District requirements and that there are no adverse impacts on downstream waterbodies. Since the project does not require volume or pollution control, the water quality benefits proposed are above and beyond permit requirements.

Water Quality Outcomes

Include pollutants or parameters addressed and receiving water(s) benefited. Quantify when possible.

This project proposes to reduce total suspended solids (TSS) and phosphorus discharge into the Mississippi River. The Mississippi River is currently impaired for aquatic life and recreation. Based on MIDS calculations, the project is expected to remove 4.01 pounds of phosphorus and 979 pounds of TSS annually.

Additionally, the project will reduce peak discharge rates, further reducing erosion at the storm sewer outfall in Riverview Heights Park.

Peak discharge rates at Alden Way NE

Rainfall Event	Rainfall depth (in)	Existing Rate (cfs)	Proposed Rate (cfs)
1-year	2.47	1.5	0.5
10- year	4.27	12.2	8.1
25-year	5.35	17.8	17.2
100-year	7.32	28.8	25.2

Secondary Benefits <i>flood mitigation, safety, aesthetics, reduced maintenance</i>	This project provides secondary benefits of flood mitigation, climate resiliency, improved pollinator habitat, reduced maintenance, and environmental awareness. The current catch basin manhole to the storm sewer system in the park is located adjacent to a backyard. This project proposes to bring the water away from the homes to a new bioretention basin and storm sewer manhole located more internally to the park. The manholes will be designed to reduce the blockage by leaves that currently exists and adds to maintenance needs. The project also proposes to increase the park's resiliency against high intensity rain events. Currently, the park is in a primary Flood Impact Zone on the <u>Metropolitan Councils' Localized Flood Map</u>. Modeling shows that almost all of the park's usable area is inundated during the 100-year storm event (Figure 3). This leads to the loss of recreational opportunities and maintenance challenges during and after wet seasons. As the number of high intensity storm events increase, this park will become less and less usable without additional stormwater management. By embanking the excavated soils from the stormwater management features on site, this project will create an open lawn with enough grade change from the stormwater management infrastructure to maintain park usability during the high intensity rain events. The stormwater features are proposed to be converted from turf grass to native plants. This substantial conversion of mowed turf to native plants will provide pollinator habitat as well as reduce the amount of time spent mowing the park. This project will be the first planned "mowing diet" within the City's park system. This project is in a visible area in a neighborhood park along the Mississippi River Trail and therefore presents an important educational opportunity. The project will include a minimum of one educational sign promoting the project and continued partnership of the City of Fridley and Coon Creek Watershed District: the City work with District staff on sign messaging.
Total \$ Requested <i>not to exceed \$50,000 or 50% of project cost</i>	\$50,000 (34% of \$147,126)

Attach design, photos, or other related project documents as needed

Signature/ Date: _____

Not valid without signature

Fill out budget form or attach quote

(only include line items related to stated water quality outcomes)

Item	Unit	Quantity	Unit Cost	Total
See Figure 3 attached				
			Grand Total	\$

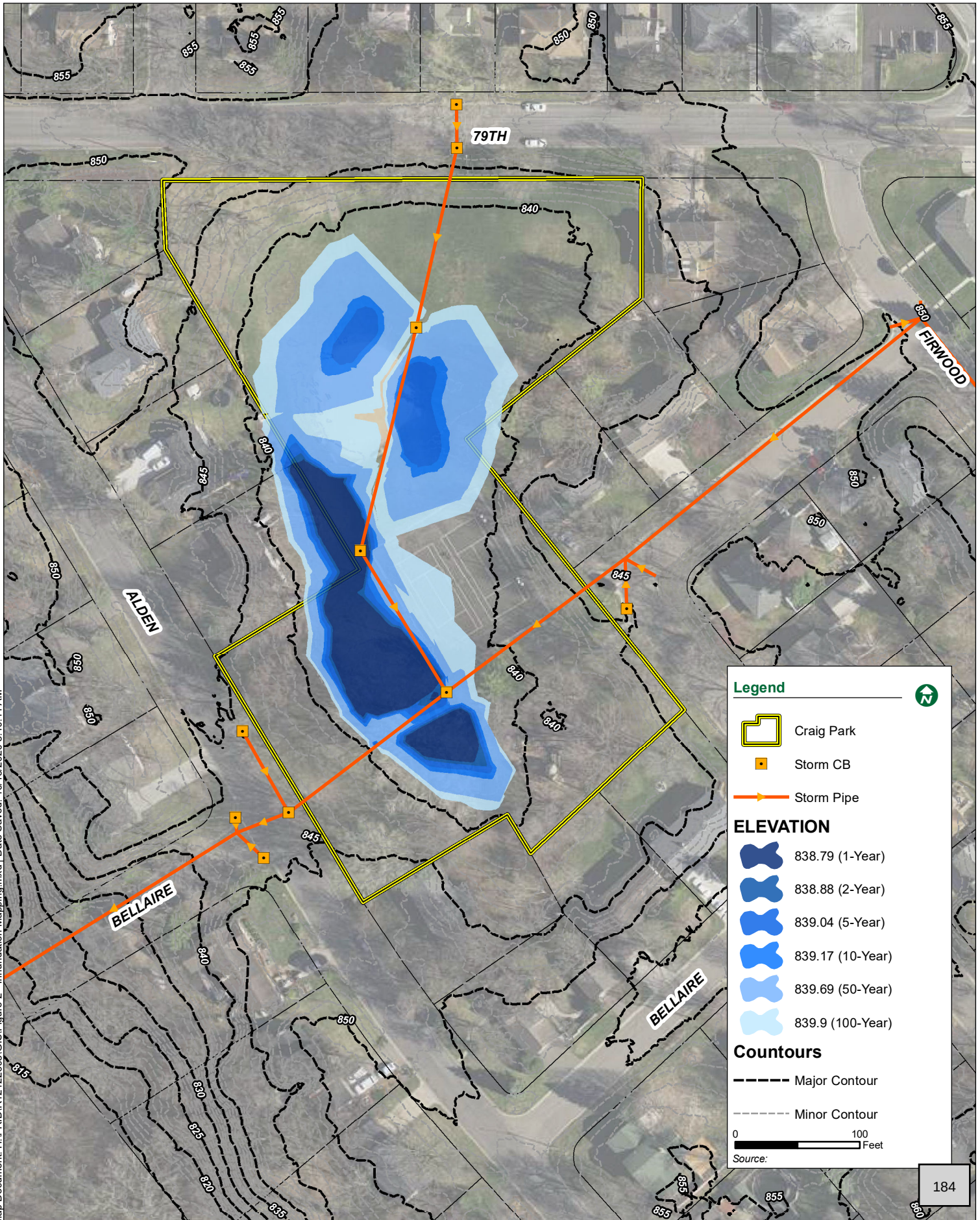
Please use same format on separate page if needed

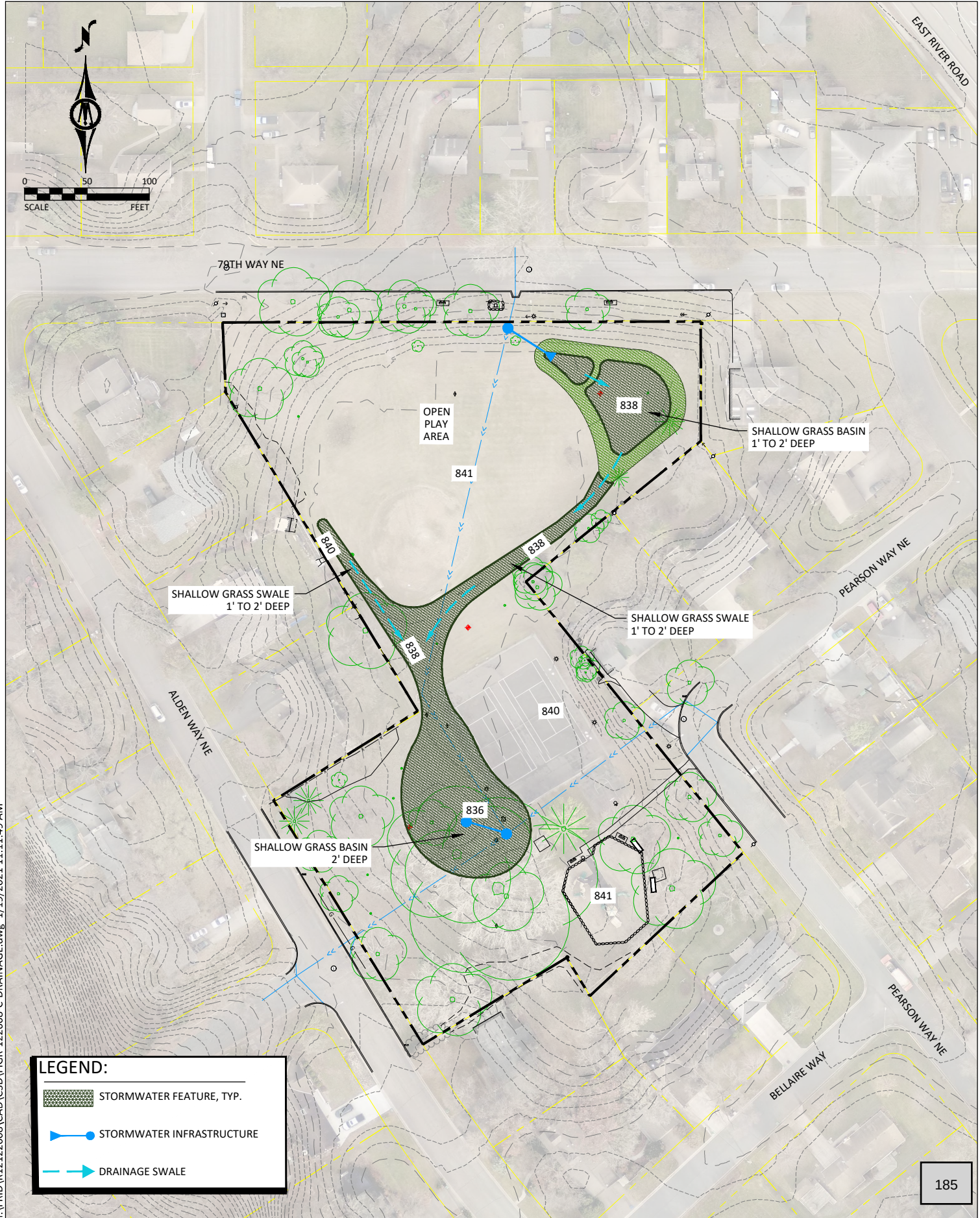
Table 4: Opinion of probable costs for North Biofiltration Basin.

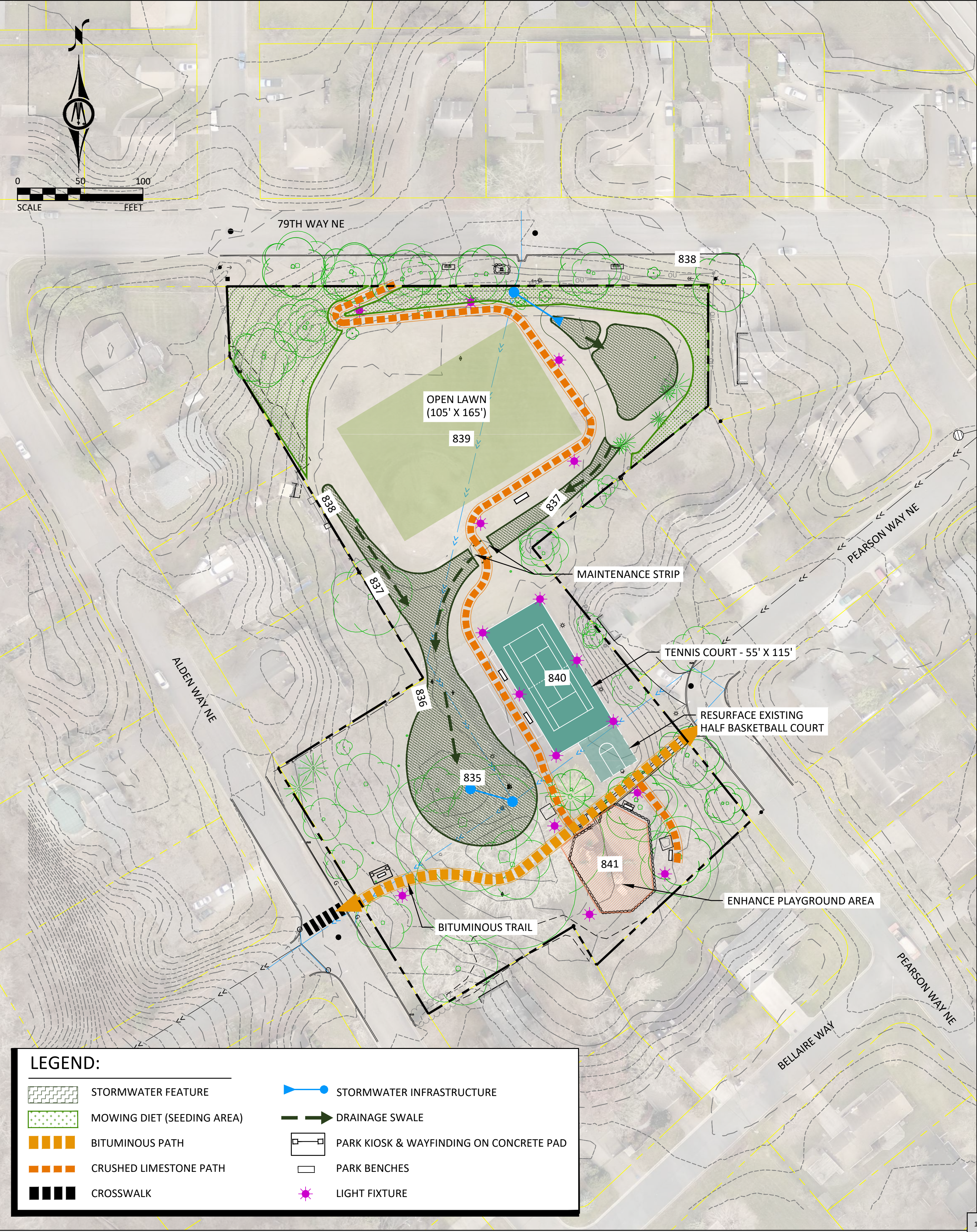
Northeast Basin - Stormwater Costs Only					
No.	Item	Unit	Unit Price	Total Quantity	Total Cost
1	MOBILIZATION	LUMP SUM	\$ 46,000.00	0.09	\$ 4,140
2	CLEARING & GRUBBING	TREE	\$ 600.00	5	\$ 3,000
3	ADJUST CB/MH	EACH	\$ 1,000.00	1	\$ 1,000
4	COMMON EXCAVATION (EV)	CU YD	\$ 5.00	1005	\$ 5,025
5	COMMON EMBANKMENT (CV)	CU YD	\$ 5.00	175	\$ 875
6	12" RC PIPE CULVERT	LF	\$ 65.00	45	\$ 2,925
7	12" RC PIPE APRON & RIPRAP	EACH	\$ 3,000.00	1	\$ 3,000
8	CONSTRUCT 48-4020 MANHOLE	EACH	\$ 3,000.00	1	\$ 3,000
9	4" PERF PVC SDR 35	LF	\$ 12.00	200	\$ 2,400
10	4" PVC SERVICE LINE CLEANOUT	EACH	\$ 350.00	3	\$ 1,050
11	WOVEN GEOTEXTILE LINER	SQ YD	\$ 5.00	400	\$ 2,000
12	MNDOT FILTER TOPSOIL BORROW & POND SEEDING	CU YD	\$ 75.00	200	\$ 15,000
13	COARSE FILTER AGGREGATE	CU YD	\$ 85.00	30	\$ 2,550
14	EROSION CONTROL	LUMP SUM	\$ 15,000.00	0.1	\$ 1,500
15	TURF ESTABLISHMENT	ACRE	\$ 12,000.00	0.2	\$ 2,400
16	EDUCATIONAL SIGNAGE	EACH	\$ 700.00	1	\$ 700
SUBTOTAL					\$ 50,565
10% CONTINGENCY					\$ 5,057
TOTAL COST					\$ 55,622

Table 5: Opinion of probable costs for South Bioretention Basin and Connecting Swale.

South Basin and Swale Connection - Stormwater Costs Only					
No.	Item	Unit	Unit Price	Total Quantity	Total Cost
1	MOBILIZATION	LUMP SUM	\$ 46,000.00	0.16	\$ 7,360
2	CLEARING & GRUBBING	TREE	\$ 600.00	1	\$ 600
3	ADJUST CB/MH	EACH	\$ 1,000.00	3	\$ 3,000
4	COMMON EXCAVATION (EV)	CU YD	\$ 5.00	1590	\$ 7,950
5	COMMON EMBANKMENT (CV)	CU YD	\$ 5.00	0	\$ -
6	12" RC PIPE CULVERT	LF	\$ 65.00	35	\$ 2,275
7	CONSTRUCT 48-4020 MANHOLE	EACH	\$ 3,000.00	1	\$ 3,000
8	4" PERF PVC SDR 35	LF	\$ 12.00	350	\$ 4,200
9	4" PVC SERVICE LINE CLEANOUT	EACH	\$ 350.00	3	\$ 1,050
10	DRAINTILE WITH CLEANOUTS	LF	\$ 16.00	1600	\$ 25,600
11	WOVEN GEOTEXTILE LINER	SQ YD	\$ 5.00	240	\$ 1,200
12	MNDOT FILTER TOPSOIL BORROW & POND SEEDING	CU YD	\$ 75.00	90	\$ 6,750
13	COARSE FILTER AGGREGATE	CU YD	\$ 85.00	60	\$ 5,100
14	ROCK CHECK DAM	EACH	\$ 500.00	2	\$ 1,000
15	EROSION CONTROL	LUMP SUM	\$ 15,000.00	0.3	\$ 4,500
16	TURF ESTABLISHMENT	ACRE	\$ 12,000.00	0.8	\$ 9,600
SUBTOTAL					\$ 83,185
10% CONTINGENCY					\$ 8,319
TOTAL COST					\$ 91,504

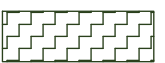
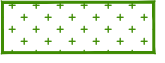
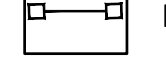
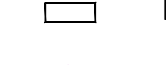


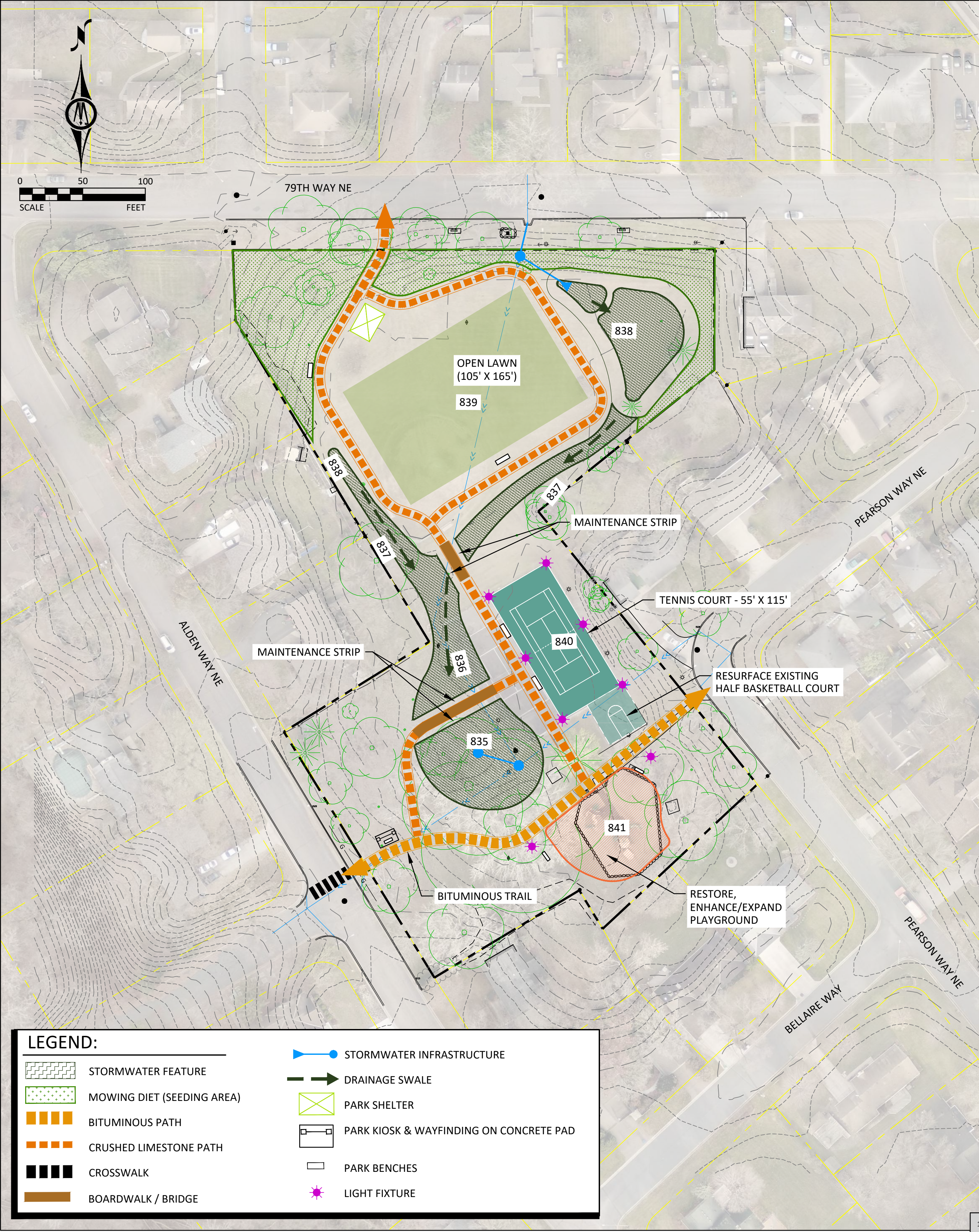




H:\FRID\R12122608\CAD\C3D\FIGR-122608-LSCP CONCEPT_A.dwg 1/19/2021 8:21:44 AM

LEGEND:

- | | | | |
|---|----------------------------|---|---|
|  | STORMWATER FEATURE |  | STORMWATER INFRASTRUCTURE |
|  | MOWING DIET (SEEDING AREA) |  | DRAINAGE SWALE |
|  | BITUMINOUS PATH |  | PARK KIOSK & WAYFINDING ON CONCRETE PAD |
|  | CRUSHED LIMESTONE PATH |  | PARK BENCHES |
|  | CROSSWALK |  | LIGHT FIXTURE |





AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Jeff Guest, Lieutenant

Title

Ordinance No. 1388, Amending Fridley City Code Chapter 101, Animal Control

Background

Ordinance No. 1388 proposes a revision to Fridley City Code (Code) Chapter 101, Animal Control. The amendment will update, revise, and add language to the existing code.

Upon review of current Code regarding potentially dangerous and dangerous dog regulation, City Staff and City Attorney found the need to update the Code to meet current regulatory needs. City Staff researched State law and neighboring municipalities. Many changes in the proposed ordinance are stylistic for formatting purposes. The substantive changes of Ordinance No. 1388 include:

- Relocating, updating, or adding definitions to Section 101.01 (Definitions);
- Amend the reviewing body for appeals in Section 101.04 (Chickens) and 101.05 (Bees);
- Adding denial provision for Section 101.08 (Revocation);
- Additional language regarding impounding potentially dangerous or dangerous dogs for Section 101.10 (Impounding);
- Creating Section 101.11 (Potentially Dangerous and Dangerous Dogs) to regulate potentially dangerous and dangerous dogs; and
- Amend the reviewing body for appeals in Section 101.17 (Multiple Pet License).

Financial Impact

Recommendation

Staff recommend the City Council conduct the first reading of Ordinance No. 1388.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☒ Public Safety & Environmental Stewardship
☒ Organizational Excellence	

Attachments and Other Resources

- Ordinance No. 1388

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Ordinance No. 1388

Amending the Fridley City Code Chapter 101, Animal Control

The City of Fridley does ordain, after review, examination and staff recommendation that Chapter 6, Commissions, of the Fridley City Code be amended as follows:

FRIDLEY CITY CODE CHAPTER 101. ANIMAL CONTROL

(Ref. 30, 50, 61, 64, 76, 86, 276, 390, 462, 654, 798, 979, 1227, 1259, 1262, 1313, 1324, 1349)

101.01 DEFINITIONS

The following definitions shall apply in the interpretation and application of this Chapter and the following words and terms, wherever they occur in this Chapter, are defined as follows:

1. Accredited Institution.

An educational institution holding accredited status which has been licensed or registered by the Minnesota Office of Higher Education at the time the registrant obtained his or certificate.

2. Animal

Every living creature except the human race.

3. Animal Control Authority

The Fridley Public Safety Department is hereby designated as the Animal Control Authority.

4. Animal Control Officer

Any individual designated by the City Manager or their designee to enforce the provisions of this Chapter, including all City community service officers and police officers.

5. Animal Shelter

Any premises designated by the City Council for the purpose of impounding and caring for animals held under the authority of this Chapter, receiving registrations, license applications, and proof of vaccinations for such animals, and issuing licenses and tags for such animals. The facility may be owned by the City or may be a contracted shelter service.

6. Animal Tag

A tag provided to individuals who are issued a license to maintain an animal.

7. Apiary. The assembly of one or more colonies of bees on a single lot.

8. Apiary Site. The lot upon which an apiary is located.

9. Beekeeper. A person who owns or has charge of one or more colonies of honeybees or a person who owns or controls a lot on which a colony is located whether or not the person is intentionally keeping honeybees.

10. Beekeeping Equipment. Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom board and extractors.

56. Birds

Any of the class of warm-blooded vertebrates distinguished by having the body more or less covered with feathers and the forelimbs modified as wings.

67. Cat

Any animal of the feline species.

8. Chicken

A chicken (Gallus gallus domesticus) is a domesticated type of fowl that serves as an egg or meat source.

9. Clucking. The sound uttered by a hen when laying eggs, brooding, or in calling her chicks.

10. Coop. The structure for the housing of chickens permitted by this Chapter.

11. Colony

An aggregate of honeybees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs and honey.

12. Crowing. The sound uttered by a rooster is the 'singing' of the rooster. Roosters crow for many reasons including: reacting to a disturbance, reacting to almost any kind of sound, guarding their territory, feeling threatened, a predator 'trespassing' on their territory, or just communicating with other chickens.

713. Cruelty or Torture

Every act, omission or neglect whereby unnecessary or unjustifiable pain, suffering or death shall be caused or permitted.

814. Dangerous Dog

A DangerousAny dog means any dog that has which has been declared to be a dangerous dog pursuant to this Chapter and Minnesota Statutes Sections 347.50 to 347.565 as may be amended from time to time.:

- ~~A. Without provocation, inflicted substantial bodily harm, as defined by MN Statutes 609.02, subd. 7(a), on a human being on public or private property;~~
- ~~B. Killed a domestic animal without provocation while off the owner's property; or~~
- ~~C. Been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.~~

915. Dog

Any animal of the canine species.

16. Great Bodily Harm

Great bodily harm shall have the meaning provided in Minnesota Statute § 609.02, subd. 8, as amended from time to time.

17. Hen

A hen is a female chicken.

18. Hive

The receptacle inhabited by a colony.

19. Honeybee

All life stages of the common domestic honeybee (apis mellifera). This definition does not include wasps, hornets, African subspecies or Africanized hybrids.

4020. Kennel

A place where two or more dogs, cats, or any combination thereof are kept:

- A. For the business of selling, boarding for a fee, breeding for sale, training or some other enterprise intended primarily ~~for profit~~for-profit making purposes; and
- B. Are licensed by the Minnesota Board of Animal Health.

4121. Livestock

Horses, cattle, goats, rabbits, sheep, swine, fowl, and other animals used for utility.

4222. License

The authority to keep an animal within the City of Fridley.

23. Licensee

Any person who has applied and received approval of a City license.

1324. Multiple Pet Location

Any residential lot where an occupant of the residence desires to keep more than three (3) dogs, cats or any combination thereof that are at least six (6) months of age as pets.

25. Nucleus Colony

A small quantity of honeybees with a queen housed in a smaller than usual hive box designed for a particular purpose, and containing no supers.

26. Owner

The license holder or any other person or persons, firm, association, organization or corporation owning, keeping, possessing, having an interest in, having custody or control of or harboring a dog. Any person keeping or harboring a dog for five consecutive days is an owner thereof for the purposes of this Chapter.

1427. Pet Shop

Any person, partnership or corporation engaged in the business of breeding, buying, selling or boarding animals of any species.

1528. Potentially Dangerous Dog

Any dog which has been declared to be a potentially dangerous dog pursuant to this Chapter and Minnesota Statutes Section 347.50 to 347.565, as amended from time to time. A Potentially dangerous dog means any dog that:

- A. When unprovoked, inflicts bites on a human or domestic animal on public or private property;
- B. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
- C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

29. Proper Enclosure

A proper enclosure shall have the meaning provided in Minnesota Statute Section 347.50, subd. 4, as amended from time to time.

30. Provocation

Provocation shall have the meaning provided in Minnesota Statute Section 347.50, subd. 8, as amended from time to time.

31. Queen

An adult mated female that lives in a honeybee colony or hive that is usually the mother of most, if not all, of the bees in the beehive. A queen is developed from larvae selected by workers bees and specifically fed in order to become sexually mature.

1632. Rodents

A destructive or nuisance animal including such animals as rats, mice, moles, voles and other wild animals ~~which~~that are dangerous to the welfare of the public.

33. Rooster

A rooster is a male chicken.

34. Run

A fully enclosed and covered area attached to a coop where the chickens can roam unsupervised.

35. Substantial Bodily Harm

Substantial bodily harm shall have the meaning provided in Minnesota Statute § 609.02, subd. 7a, as amended from time to time.

36. Super. A box that holds the frames where bees will store the honey.

37. Swarming

The process where a queen bee leaves a colony with a large group of worker bees in order to form a new honeybee colony.

1738. Under Strict Control

Under strict control refers to a dog or cat and is defined as:

- A. The animal may not leave the property;
- B. If the animal is let outside, the owner must be present at all times and it must be either inside a fenced in yard or on a leash;

- C. The animal may run free inside the residence; however, the animal must be contained or put into a separate room when visitors are present;
- D. The animal's owner must immediately notify the ~~police department~~Public Safety Department if the animal shows any sign of illness or aggression.

39. Unusual Aggressive Behavior

Any instance in which unusual aggressive characteristics such as stinging or attacking without provocation occurs. Provocation is an act that an adult could reasonably expect may cause a bee to sting or attack.

1840. Veterinary Hospital

Any establishments maintained and operated by a licensed veterinarian for the diagnosis, care and treatment: of diseases and injuries of animals.

1941. Waterfowl

Includes these species of birds commonly known as geese, ducks, gulls and swans and any other waterfowl falling under the jurisdiction of the United States Fish and Wildlife Service. (Ref 1259)

2042. Wild Animals

All living creatures not: human, wild by nature.

101.02. WILD ANIMALS AND BIRDS

1. Taking Wild Animals and Birds (Ref Ord 1227)

Except as provided in Section 101.02.2 regarding nuisance wildlife control measures, it shall be unlawful for any person to hunt, take, shoot, trap, kill, injure or attempt to injure any wild animal or bird within the City of Fridley by use of a firearm, bow and arrow, trap, poison or any other means. Nothing in this Section, however, shall ~~not~~ prevent property owners or their agents from eradicating rodents on their property through the use of traps, poisons or other such lawful means, nor shall it prevent ~~Nature Center staff, the Animal Control Officer or officers of the Fridley Police Department~~an agent of the City from trapping, immobilizing or killing a wild animal or bird for reasons of public safety or for reasons of humane destruction following injury.

2. Nuisance Wildlife Control Measures

- A. It shall be unlawful to hunt, take, shoot, trap, or kill any wild animal or bird within the City of Fridley without first having obtained a temporary nuisance wildlife control permit from the City. No permit shall be issued except upon the review and approval of a nuisance wildlife control plan and then only under the following conditions:

- 1) A special permit, authorizing wild animal or bird removal, shall first be secured from the Minnesota Department of Natural Resources and any federal agency mandated to regulate the taking of the species to be removed as may be required.
 - 2) An indemnification agreement shall be submitted holding harmless the City of Fridley from any suits arising from any damages resulting from the nuisance wildlife control program.
- B. In addition to any other requirements as may be deemed necessary, the nuisance wildlife control plan shall at a minimum:
- 1) Include a site plan of the property upon which nuisance wild animals or birds are to be taken;
 - 2) Identify the species and number of wild animals or birds to be taken and the method of disposal;
 - 3) Describe the proposed manner of taking and incorporate appropriate safety standards as identified by the Minnesota Department of Natural Resources and public safety officials;
 - 4) Provide complete identification, credentials and qualifications of all person involved in the taking;
 - 5) Identify the measures to be used to secure the property from public intrusion during any taking.
- C. ~~The Director of Public Safety or designee~~ City Manager or their designee has the authority to approve, modify or deny a nuisance wildlife control plan, taking into account the health, safety and welfare of the public.
- D. No person shall intentionally disrupt a nuisance wildlife control program conducted pursuant to this Section by any means including but not limited to the use of noise, lights, chemicals, or by the intrusion into a restricted area where a nuisance wildlife control program is taking place.
3. Prohibition of Waterfowl Feeding
- A. It shall be unlawful to provide food (including food by-products, garbage or animal food) to waterfowl on City of Fridley owned park land. This shall include placing food or allowing food to be placed on the ground, shoreline, waterbody, or any structure, unless such items are screened or protected in a manner that prevents waterfowl from feeding on them.
- B. This prohibition shall not apply to veterinarians, ~~city animal control officers~~ Animal Control Officer, or county, state or federal game officials who in the course of their duties have waterfowl in custody or under their management.

- C. This prohibition shall not apply to persons authorized by the City of Fridley to implement the Canada Goose management program and any future waterfowl management programs approved by the City Council.
- D. This prohibition shall not apply to any food placed upon the property for purposes of trapping or otherwise taking waterfowl, where such trapping or taking is pursuant to a permit issued under Section 101.02.2. (ref 1260)

101.03. LIVESTOCK CONTROL

1. License Requirement

No person shall engage in the keeping, raising, feeding or caring for livestock within the City limits of Fridley without first having obtained a license to do so.

2. License Procedure

- A. A license to keep livestock shall be granted only after written application, signed by the applicant, is filed with the City Manager or their designee ~~city clerk~~. The application shall state the applicant's full name and address, and contain the number and species of the livestock to be kept and a scaled site plan of the premises showing the adjoining property and fence lines.
- B. The City Manager or their designee ~~community development director, or his or her subordinate~~, shall review the application and site plan and inspect the property to determine the possible effects on adjoining properties, housing facilities, sanitation control and the effect on the general health, safety and welfare of the public. When the City Manager or their designee ~~community development director, or subordinate~~, has determined that the applicant has substantially demonstrated that there will be no adverse effects upon adjoining properties, housing facilities, sanitation control, as well as the general health, and has otherwise met all other licensing requirements the City Manager or their ~~community development director, or subordinate~~ designee, shall authorize the city clerk to issue the license. (Ref 1324)
- C. Any person keeping, raising, feeding or caring for horses, cattle, goats, sheep or swine shall provide no less than one ~~(1)~~ acre of open, unused land for each animal.

3. ~~License Fee~~

~~The annual license fee and expiration date for a livestock license shall be as provided in Chapter 11 of this Code.~~

4. Manure Removal

Persons who keep animals within the City shall not allow any odors which are offensive to the people inhabiting the City such that they constitute a nuisance as defined in Chapter 110, ~~entitled~~

~~"Public Nuisance",~~ of the City Code. Organic matter shall not be allowed to accumulate for more than one ~~(1) week~~ five business days at a time. However, organic matter shall be removed more often than one ~~(1) time per week~~ five business days if it is necessary to eliminate any odors that constitute a nuisance.

5. Housing

Proper housing in the form of barns, coops or hutches shall be provided in any area where livestock are permitted to roam. Such housing shall be adequately fenced to ~~insure~~ ensure that the livestock remain on the owner's premises. When livestock are kept in an area that abuts or adjoins a residential area on which dwellings are erected, there shall be a strip of land at least ~~thirty (30)~~ feet wide between such abutting property and the area on which the livestock are kept.

6. Inspection

Any authorized Animal Control Officer ~~of the City~~ shall, at any reasonable time, be permitted upon the premises where livestock are kept for the purpose of making an inspection to determine compliance with this Chapter.

101.04. CHICKENS (Ref Ord 1349)

1. Purpose

- A. The purpose of this ordinance is to allow for the keeping of chickens on a small-scale basis and to address the negative impacts such as noise and odors that may result and that are ~~not atypical~~ in urban areas.
- B. The keeping of chickens, sometimes referred to as "urban chickens" or "city chickens" is a movement spreading across the state and country. The urban chicken movement allows for the keeping of chickens on a small-scale for the purpose and desire of people to be closer to their food sources. This movement allows people to raise chickens in an urban environment to have access to fresh eggs on a regular basis for their own individual use and consumption.

2. ~~Definitions~~

- ~~A. Chicken. A chicken (Gallus gallus domesticus) is a domesticated type of fowl that serves as an egg or meat source.~~
- ~~B. Clucking. The sound uttered by a hen when laying eggs, brooding, or in calling her chicks.~~
- ~~C. Coop. The structure for the housing of chickens permitted by this Chapter.~~
- ~~D. Crowing. The sound uttered by a rooster is the 'singing' of the rooster. Roosters crow for many reasons including: reacting to a disturbance, reacting to almost any kind of sound (cars, people, other roosters, other animals, etc.), guarding their territory, feeling~~

- ~~threatened, a predator 'trespassing' on their territory, or just communicating with other chickens.~~
- ~~E. Hen. A hen is a female chicken.~~
- ~~F. Rooster. A rooster is a male chicken.~~
- ~~G. Run. A fully enclosed and covered area attached to a coop where the chickens can roam unsupervised.~~

3.2. License Required

- A. No person shall keep, harbor, maintain or allow the keeping of chickens on any property in the City without an approved license. If the applicant is a tenant, they must also provide proof of approval of owner permitting the keeping of chickens.
- B. Education and training on how to raise chickens is required for the individual prior to the issuance of the initial license by the City. At the time of application for licensing, the individual must submit proof of completion of an educational course on the care and keeping of chickens.
- C. The application for licensing must be upon a form provided by the City. All required information must be complete, including the number and breed of chickens, a diagram or photograph of the proposed coop and run, description of sanitation control and a description on how chicken feed will be maintained or stored.
- D. A site plan of the property showing the location, size, and setback requirements of the proposed chicken coop and run shall be required.
- E. The property must be in compliance with all other applicable City regulations in order to receive approval and renewal.
- F. If the licensee fails to maintain the standards of practice subsequent to issuance of the license, the ~~Community Development Director~~ City Manager or their designee license may revoke the license.
- G. Within six months of the effective date of this Section, individuals who have been keeping chickens in the City must either apply for and receive a license or remove the chickens and structures from property.
- H. The license shall be valid until April 30th of each calendar year following initial issuance and must be renewed prior to annual expiration by submitting a renewal form provided by the City and the required renewal fee.
- ~~I. The fees for the license are set in Chapter 11 of the Fridley City Code.~~

4.3. Location and Size of Coop and Run

- A. Residents on properties zoned R-1, Single Family Residential may be permitted to keep and raise chickens as a hobby with a license and shall be limited to a maximum of six chickens per property.
- B. Coop and run area must be located in the backyard and must be located a minimum of ~~thirty~~ (30) feet from all adjacent property lines.
- C. Coop and covered run area shall be limited to no more than ~~sixty~~ (60) square feet.
- D. Coop size shall be not less than three ~~(3)~~ square feet per bird, be ~~weather proof~~ weatherproof and fully enclosed.
- E. The coop shall comply with current zoning and building codes. The coop shall be constructed with architecturally appropriate building materials including exterior grade siding and either a metal, composite or shingled roof. In the alternative, coop may be purchased from a commercial source that constructs structures specifically to be used as coops for chickens.
- F. The run shall have a fence around the enclosure and shall be securely constructed with mesh type material.
- G. The run shall have protective overhead netting or fencing to prevent the chickens from roaming freely and to protect them from other animals.
- H. If the keeping of chickens has been discontinued for more than 12 consecutive months, the licensee must remove the coop and run and restore the site within five business days.

5.4. Conditions

- A. There shall be a maximum of six chickens kept on site at any one time.
- B. There shall be no roosters or loud clucking hens permitted on site.
- C. There shall be no chickens allowed or kept inside of any residential garage or dwelling unit.
- D. Chickens shall be secured inside of a shelter from sunset to sunrise each day to prevent nuisance noise and attraction of predators.
- E. Chickens shall be confined to the chicken coop and run area and may not roam free on the property.
- F. Housing facilities and grounds shall be maintained in a clean and sanitary condition, and kept in good repair. Flies, rodents and noxious odors shall be controlled. Facilities

shall be kept free of fecal matter and collected fecal matter shall be properly stored and disposed of weekly.

- G. If chickens are to be maintained during the winter months, the chicken coop shall be winterized to protect the chickens in cold weather.
- H. Chickens shall be fed within the confines of the chicken coop or run area. Feed shall be stored in leak-proof containers with a tight-fitting cover to prevent attracting vermin.
- I. The raising of chickens for breeding purposes is prohibited on residentially used or zoned properties.
- J. There shall be no slaughtering or butchering of any chickens on residential properties within the City of Fridley.

6.5. Inspection

As a part of the initial license application or annual renewal each resident must allow an inspection of the coop and run area. The City Manager or their designee ~~Community Development Director or designee~~ shall have the right to inspect any coop and run for the purpose of ensuring compliance with this Section between 8 a.m. and 5 p.m. Monday through Friday upon providing prior notice to the owner of the property. In the case of a complaint regarding the coop and run, the site may be inspected without prior notice. In the event the licensee moves to a new residential lot within the City of Fridley, the licensee is required to complete a new application for the new location.

7.6. Appeal and Hearing Procedure

- A. Licenses issued under this Section may be denied, revoked or non-renewed due to any of the following:
 - 1) The keeping of chickens in a manner which constitutes a nuisance to the health, safety or general welfare of the public;
 - 2) A chicken may be impounded by the eCity pursuant to City Code Section 101.11 if it is found to be ~~at large~~ in violation of this Section. After being impounded for five ~~(5)~~ business days without being reclaimed by the owner, it may be humanely euthanized or sold. A person reclaiming any impounded chickens shall pay the cost of impounding and boarding of the chicken(s).
 - 3) Fraud, misrepresentation, or a false statement contained in the registration application or during the course of the registered activity; or
 - 4) Any violation of the applicable provisions in this Chapter.

- B. Notice of approval, denial revocation or non-renewal must be made in writing to the applicant. The applicant may request a hearing by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen~~ (14) business days of the date of the notification letter.
- C. The ~~Appeals Planning~~ Commission shall hold a hearing on a contested approval, denial, revocation, or non-renewal. The appeal process to be used shall be the same process described in Section 128.06 of the ~~Fridley~~-City Code. At the hearing, the applicant may speak and may present witnesses and other evidence. Upon the conclusion of the hearing, the ~~Appeals Planning~~ Commission shall issue a written decision that includes findings of fact. The City shall provide the applicant with a copy of the ~~Appeals Planning~~ Commission decision. The applicant may appeal the Commission's decision to the ~~Ceity~~ City Council by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen~~ (14) business days of the date of the ~~Appeals Planning~~ Commission decision.

101.05. BEEKEEPING (Ref Ord 1349)

1. Purpose

Honeybees are an asset to the community and important in the pollination of plants and production of honey and other products. The purpose of this ~~ordinance~~ Section is to allow for the hobby of keeping honeybees and to establish certain requirements for beekeeping within the City, to avoid issues which might otherwise be associated with beekeeping in populated areas.

2. ~~Definitions~~

~~As used in this section of the Code, the following words and terms shall have the meanings ascribed in this section unless the context of their usage indicates another usage.~~

- ~~A. Accredited Institution. An educational institution holding accredited status which has been licensed or registered by the Minnesota Office of Higher Education at the time the registrant obtained his or certificate.~~
- ~~B. Apiary. The assembly of one or more colonies of bees on a single lot.~~
- ~~C. Apiary Site. The lot upon which an apiary is located.~~
- ~~D. Beekeeper. A person who owns or has charge of one or more colonies of honeybees or a person who owns or controls a lot on which a colony is located whether or not the person is intentionally keeping honeybees.~~
- ~~E. Beekeeping Equipment. Anything used in the operation of an apiary, such as hive bodies, supers, frames, top and bottom board and extractors.~~
- ~~F. Colony. An aggregate of honeybees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs and honey.~~

- ~~G. Hive. The receptacle inhabited by a colony.~~
- ~~H. Honeybee. All life stages of the common domestic honeybee, apis mellifera. This definition does not include wasps, hornets, African subspecies or Africanized hybrids.~~
- ~~I. Licensee. Any beekeeper or person who has applied and received approval of a beekeeping license.~~
- ~~J. Nucleus Colony. A small quantity of honeybees with a queen housed in a smaller than usual hive box designed for a particular purpose, and containing no supers.~~
- ~~K. Queen. An adult mated female that lives in a honeybee colony or hive that is usually the mother of most, if not all, of the bees in the beehive. A queen is developed from larvae selected by workers bees and specifically fed in order to become sexually mature.~~
- ~~L. Super. A box that holds the frames where bees will store the honey.~~
- ~~M. Swarming. The process where a queen bee leaves a colony with a large group of worker bees in order to form a new honeybee colony.~~
- ~~N. Unusual Aggressive Behavior. Any instance in which unusual aggressive characteristics such as stinging or attacking without provocation occurs. Provocation is an act that an adult could reasonably expect may cause a bee to sting or attack.~~

3.2. Beekeeping License Required

- A. No person shall keep, harbor, maintain or allow to be kept any hive or other facility for the housing of honeybees on or in any property in the City without an approved license.
- B. Beekeeping training and education is required for the beekeeper prior to the issuance of the initial beekeeping license by the City. At the time of application for licensing, the beekeeper must submit a certificate of completion of a honeybee keeping course from an accredited Minnesota institution.
- C. The application of licensing must be upon a form provided by the City. All required information must be complete.
- D. Each apiary site must apply for a license and receive approval prior to bringing any honeybees into the City.
- E. The beekeeping license shall be valid until April 30th of each calendar year following initial issuance and must be renewed prior to annual expiration by submitting a renewal form provided by the City and paying the required renewal fee.

- F. Upon receipt of an application for initial license, the City will send written notice to all owners of properties located within 200 feet of the property line of the apiary site identified on the application. Any objections must be made in writing and received within ~~fourteen (14)~~ business days of mailing the notice.
- G. The license may be denied if the City receives a written objection from a resident living within the designated notification area who provides reasonable evidence that he or she or a member of ~~his or her~~their household has an allergy to honeybee venom.
- ~~H. The fees for the license are set in Chapter 11 of the Fridley City Code.~~
- ~~H.~~ The property must be in compliance with all other applicable City regulations in order to receive approval and renewal.
- ~~I.~~ If the licensee fails to maintain the standards of practice subsequent to issuance of a beekeeping license, the City Manager ~~community development director~~ or their designee may revoke the license.
- ~~K.~~ Beekeepers operating in the City prior to the effective date of this Section must either apply for and receive a license or remove the bees and structure within six months of the effective date.

4.3. Colony Location

- A. Residents on properties zoned R-1, Single Family Residential may be permitted to keep and raise honeybees as a hobby and shall be limited to two colonies per property.
- B. Hives must be located in the backyard and must be located a minimum of ~~thirty (30)~~ feet from all property lines.
- C. If any licensed beekeeper serves the community by removing a swarm or swarms of honeybees from locations where they are not desired, that person shall not be considered in violation of the colony density restrictions in this Section if the following conditions are met:
 - 1) The person temporarily houses the honeybees at an apiary site of a beekeeper licensed by the City;
 - 2) The bees are not kept for more than ~~thirty (30)~~ days; and
 - 3) The site remains in compliance with the other provisions of this Section.

5.4. Required Conditions

- A. No more than two colonies may be kept on the property at one time.

- B. For each colony permitted to be maintained in this Section, there may also be maintained upon the same apiary lot, one nucleus colony in a hive structure not to exceed one standard nine and five-eighths (~~9 5/8~~)-inch depth box, ten frame hive body with a maximum of five 5 supers.
- C. Honeybee colonies shall be kept in hives with removable frames which shall be kept in sound and usable condition.
- D. Each colony on the apiary site shall be provided with a convenient source of water which must be located within ~~ten~~ 10 feet of each active colony.
- E. Materials from a hive such as wax combs or other materials that might encourage robbing by other bees shall be promptly disposed of in a sealed container or placed within a building or other bee and vermin proof enclosure.
- F. Beekeeping equipment must be maintained in good condition, including keeping the hives free of chipped and peeling paint if painted, and any unused equipment must be stored in an enclosed structure.
- G. Hives shall be continuously managed to provide adequate living space for their respective honeybees in order to prevent swarming.
- H. In any instance in which a colony exhibits unusual aggressive behavior, it shall be the duty of the beekeeper to promptly re-queen the colony.
- I. Honey may not be sold from any residential property.

6.5. Inspection

As part of the initial application or annual renewal, each beekeeper must allow an inspection of the apiary site. The City Manager~~community development director~~ or their designee shall have the right to inspect any apiary for the purpose of ensuring compliance with this Section between 8 a.m. and 5 p.m. Monday through Friday upon providing prior notice to the owner of the apiary property. In the case of a complaint regarding the apiary, the apiary site may be inspected without prior notice. In the event the licensee moves to a new residential lot within the City of Fridley, the licensee is required to complete a new application for the new location.

7.6. Appeal and Hearing Procedure

- A. Licenses issued under this Section may be denied, revoked or non-renewed due to any of the following:
 - 1) The keeping of honeybees in a manner which constitutes a nuisance to the health, safety or general welfare of the public;
 - 2) Fraud, misrepresentation, or a false statement contained in the license application or during the course of the licensed activity; or

- 3) Any violation of the applicable provisions in this Chapter.
 - 4) Objection by a resident as stated in this Cchapter.
- B. Notice of approval, denial revocation or non-renewal must be made in writing to the applicant and to any person opposing the initial application specifying the reason(s) for the action. The applicant or any person opposing the application may request a hearing by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen~~ (14) business days of the date of the notification letter.
- C. The ~~Appeals-Planning~~ Commission shall hold a hearing on a contested approval, denial, revocation, or non-renewal. The appeal process to be used shall be the same process described in Section 128.06 of the ~~Fridley~~ City Code. At the hearing, the applicant and any person opposing the initial application may speak and may present witnesses and other evidence. Upon the conclusion of the hearing, the ~~Appeals-Planning~~ Commission shall issue a written decision that includes findings of fact. The City shall provide the applicant and any opposing party with a copy of the ~~Appeals-Planning~~ Commission decision. The applicant may appeal the Commission's decision to the city council by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen~~ (14) business days of the date of the ~~Appeals-Planning~~ Commission decision.

101.06. ANIMAL NUISANCE

It shall be unlawful for any person to own, keep, or harbor any animal which is considered a nuisance. (Ref. 979.)

For the purpose of this Chapter, an animal nuisance shall exist under any of the following conditions:

1. The animal is not confined to the owner's or custodian's property by adequate fencing or leashing.
2. The animal is off the premises of the owner or custodian and is not under the control of the owner or custodian by a leash. Such leash shall not exceed ~~eight (8)~~ six feet in length. This provision is not applicable when an animal is in a motor vehicle.
3. The animal commits damage to the person or property of anyone other than the owner, or creates a nuisance, as defined in this Chapter or in Chapter 110, ~~entitled "Public Nuisance"~~, of the City Code, upon the property of one other than the owner. This provision is not applicable when the animal is acting in defense of the owner, the owner's family or the owner's property.
4. A female animal is in heat and off the premises of the owner, unless confined while being transported to or from the premises of the owner. This provision is applicable when a female animal is in heat and is on the premises of the owner, but is not kept in a building or secure enclosure where it cannot be in contact with other males of its kind, except for planned breeding.

5. The animal barks, howls, cries, yelps, or makes any other noise habitually and/or repetitively that the person who owns, keeps, or harbors the animal knows, or has reasonable grounds to know that it will, or tend to, alarm, anger or disturb other persons residing in the vicinity thereof. (Ref. 979.)
6. The animal chases vehicles or otherwise interferes with pedestrians, automobiles, bicycles, motorcycles, motor bikes or snowmobiles on public streets, alleys, properties or highways.
7. The animal is not currently vaccinated against rabies as evidenced by the certificate of an authorized veterinarian. (Ref 1313)
8. Any lot or premises on which four ~~(4)~~ or more dogs or cats, or any combination of four ~~(4)~~ or more dogs or cats, at least six ~~(6)~~ months of age, are kept. Additional animals may be kept in non-residential zones that meet the City's zoning requirements for a kennel license. (Ref, 979.)
9. Any person ~~eighteen~~ ~~(18)~~ years of age or older or the parents or guardians of any person under ~~eighteen~~ ~~(18)~~ years of age who owns, harbors or keeps a dog, allows such dog to run at large in the City. The age of such dog is irrelevant.
10. Any person having the custody or control of any animal does not clean up feces of the animal and dispose of such feces in a sanitary manner.
11. Any person having the custody or control of any animal allows such animal to defecate on the private property of anyone other than the owner.
12. When on a park or public land, any person having the custody or control of any animal does not immediately remove any feces left by such animal and dispose of such feces in a sanitary manner or does not have in possession a device or equipment for the picking up and removal of animal feces. The provisions of this Section shall not apply to a guide dog accompanying a blind person or rescue activities.
13. To allow an animal on the premises of any bathing beach or the City Community Park, whether ridden, lead, carried, or running at large. (Ref. 979.)

101.07. DOG LICENSING

1. License
 - A. No person shall own, keep or harbor any dog over the age of six ~~(6)~~ months within the City unless they have registered and received a dog license from the City. A license shall be issued by the City upon the ~~completion~~ submission of a completed application, ~~and~~ proof of rabies vaccination, and satisfaction of all of the requirements of this Chapter. The license shall be valid for the life of the dog and is transferable to a new owner, provided notice of the transfer is provided to the ~~City Clerk~~ City Manager or their designee pursuant to this Chapter.

- B. The application shall include the owner's name, address, phone and e-mail address; the dog's name, age, breed, color, and sex; and proof of rabies vaccination. No license shall be issued for a dog upon which proof of vaccination has not been provided at the time of the application.
- C. It shall be the owner's responsibility for maintaining current vaccinations at all times. The owner must provide proof of current rabies vaccination upon request or demand by the City's:
 - 1) licensing authority;
 - 2) Animal Control Officer;
 - 3) ~~police department~~ Animal Control Authority; or
 - 4) individual that may have been harmed, injured or bitten by the dog.

2. Tag

- A. An animal tag shall be issued by the City for all licensed dogs. The owner shall affix the tag to the collar or harness of the ~~registered-licensed~~ dog in such a manner so that the tag may be seen. The owner shall see to it that the tag is constantly worn by the dog. In case any tag is lost, a duplicate may be issued by the City. A charge, as provided by Chapter 11 of this Code, shall be made for each duplicate tag.
- B. It shall be unlawful for any person to do any of the following:
 - 1) counterfeit or attempt to counterfeit a dog tag;
 - 2) remove a valid tag for any purpose;
 - 3) to own, keep or harbor a dog wearing a counterfeit, fictitious, altered, or invalid license tag;
 - 4) to own or keep a license tag not issued in connection with the licensing or keeping of the dog wearing the same.
- C. Dog tags shall not be transferable to another dog and no refunds shall be made on a license fee because of transfer of the dog out of the City or death of the dog.

3. Death of Dog

Any person to whom a dog license is issued must notify the ~~City Clerk~~ City Manager or their designee in writing of the death of the dog for which the license was issued. Within 30 days of the death of the dog, if requested by the ~~City Clerk~~ City Clerk or their designee, the owner shall execute an affidavit under oath setting forth the circumstances of the dog's death and disposition.

4. Transfer of Dog

A. Transfer Within the City. Any person to whom a dog license is issued must notify the ~~City Clerk~~City Manager or their designee in writing of the transfer of the dog to a new owner, if applicable, and new location within the City where the dog will reside. Within 30 days of the transfer of the dog, if requested by the ~~City Clerk~~City Manager or their designee, the owner shall execute an affidavit under oath setting forth the complete name, address, and telephone number of the person to whom the dog has been transferred, if applicable, and the address within the City where the dog has been relocated.

B. Transfer Outside the City. Any person to whom a dog licensed is issue must notify the ~~City Clerk~~City Manager or their designee in writing of the transfer of the dog to a new owner, if applicable, and new location outside of the City where the dog will reside. Within 30 days of the transfer of the dog, if requested by the City Clerk, the owner shall execute an affidavit under oath setting forth the complete name, address, and telephone number of the person to whom the dog has been transferred (if applicable) and the address outside of the City where the dog has been relocated.

101.08. REVOCATION

1. A dog license may be denied or revoked if:

- A. The person to whom such license is issued violates Section ~~401.04~~101.06 related to animal nuisance or violates Section ~~401.05~~101.07 related to dog licensing three ~~(3)~~ times within a ~~twelve~~ ~~(12)~~ month period or five ~~(5)~~ or more times within the dog's lifetime; or
- B. The person to whom such license is issued violates the terms of Minnesota Statutes Chapter 343 related to cruelty to animals; or
- C. The person to whom such license is issued violates the terms of Minnesota Statutes Chapter 347 or the City Code related to the regulation of potentially dangerous or dangerous dogs; or
- D. The person violates any other provision of the City Code, or other applicable law, rule, or regulation; or
- ~~DE.~~ The Animal Control Officer determines that the dog poses a substantial risk to public safety or the well-being of the community.

2. An Animal Control Officer shall send written notice of the denial or revocation to the person to whom such license was issued. The notice shall state the basis for the denial or revocation and that an appeal hearing may be requested, in writing, addressed to the ~~City Clerk~~City Manager or their designee, within ~~fourteen~~ ~~(14)~~ business days of the date of the notice. The appeal shall be heard by the City Council.

3. Any person whose dog license is denied or revoked shall, within ~~fourteen~~ (14) days of the date of the notice of denial or revocation, appeal the decision as required by Section ~~101.06-2101.08~~, remove permanently from the City, or ~~humanely dispose~~ euthanize of any and all dogs owned, kept or harbored by such person. No part of the license fee shall be refunded unless the person prevails on appeal. If any member of a household is prohibited from owning a dog by reason of license revocation, denial, or any other provision of this Chapter, unless specifically approved with or without restrictions by the City, no person in the household is permitted to own, keep or harbor a dog in the City.

4. If a dog license is denied or revoked, no new dog license may be issued for a period of three ~~(3)~~ years from date the license is denied or revoked, and any person who has had their dog license revoked may not own a dog within the City without such license. Beginning three ~~(3)~~ years after a revocation under this Section that prohibits a person from owning a dog, and annually thereafter, ~~t~~the person may request in writing that the ~~Public Safety Director~~ City Manager or their designee review the prohibition. The ~~Public Safety Director~~ City Manager or their designee may consider such facts as the seriousness of the violation or violations that led to the revocation, any criminal convictions, or other facts deemed appropriate. The ~~Public Safety Director~~ City Manager or their designee may recommend that the City rescind the revocation entirely or rescind it with limitations. The ~~Public Safety Director~~ City Manager or their designee also may recommend conditions a person must meet before the revocation is rescinded, including, but not limited to:

- A. Evaluation by a certified applied animal behaviorist or a board-certified veterinary behaviorist and completion of any training or other treatment as deemed appropriate by that expert.
- B. Spaying or neutering.
- C. Secure, humane confinement in a manner that prevents escape and unsupervised contact with the public, permits the dog adequate exercise and provides protection from the elements.
- D. Direct supervision by an adult 18 years of age or older whenever the dog is on public property.
- E. Successful completion of a dog handling course.
- F. Muzzling in public, in a manner that prevents the dog from biting people and other animals but does not injure the dog or interfere with vision or respiration.
- G. Implanting microchip identification in the dog and providing the City with the name of the microchip manufacturer and identification number of the microchip.

If the City rescinds a person's license revocation and the person subsequently fails to comply with any limitations imposed by the Animal Control ~~Officer~~ Authority or the person is convicted of any animal violation, the City may permanently prohibit the person from owning, keeping or harboring a dog within the City.

5. A dog license revocation is in addition to any penalty against a dog owner arising from a violation of this Chapter or State Statute.

101.09. EXEMPTIONS

Section ~~101.05~~ 101.07 of this Chapter requiring a license and tag shall not apply to nonresidents of the City who are keeping only domestic pets, provided that the animals of such owners shall be kept in the City no longer than ~~thirty (30)~~ days and the animals are kept under restraint. All other provisions of this Chapter shall apply to nonresidents and their pets.

101.10. FEES

The fees for this Chapter shall be as provided in Chapter 11 of this Code.

~~101.11.~~ 101.10. IMPOUNDING

1. Generally

- A. ~~The Animal Control Officers may shall, take up seize~~ and impound any animals requiring licenses or tags found in the City without the licenses or tags and; ~~or~~ any animals which are found to be in violation of any of the other provisions of this Chapter. Animals ~~shall may~~ be impounded in an Animal Shelter and confined in a humane manner. Impounded animals ~~shall may~~ be kept for not ~~less more~~ than five ~~(5)~~ regular-business days of the Animal Shelter, unless reclaimed by their owners.
- B. If an animal is found at large and the owner or custodian can be identified, the Animal Control Officer may proceed against the owner for violation of this Chapter.
- C. The Animal Control Officer may enter upon any public or private premises by warrant or as otherwise provided by law when such officer is in reasonable pursuit of ~~his or her~~ their duties.
- D. Upon receiving any animal as provided in this Chapter, the Animal Shelter personnel who receive animals shall check for identification on each animal, identify the owner by the identification whenever possible, and promptly notify the owner of the location of the animal by the most expedient means. The Animal Shelter and Public Safety Department ~~police department~~ shall maintain a record of animals so impounded.

2. Impounding Potentially Dangerous or Dangerous Dog

The Animal Control Officer may seize and impound any dog which is determined to be a potentially dangerous dog or dangerous dog pursuant to Minnesota Statute and this Section under the following conditions:

- A. The dog inflicted substantial bodily harm on a human in public or private property without provocation;

- B. The dog inflicted multiple bites on a human on public or private property without provocation;
- C. The dog bit multiple human victims on public or private property in the same attack without provocation;
- D. The dog bit a human on public or private property without provocation in an attack where more than one dog participated in the attack;
- E. The dog had been declared dangerous, the owner's right to an appeal under this Section has been exhausted or expired and the owner has failed to comply with the provisions of this Section or the provisions of Minnesota State Statutes 347.50 through 347.56; or
- F. A potentially dangerous or dangerous dog commits a subsequent act or acts described in Section 101.01(14), 101.06(1), 101.06(2), and 101.06(6).

23. Claiming an Impounded Animal

- A. In the instance of animals for which the owner does not have a required license or tag, the Animal Shelter shall not return such animal to the owner until a license has been applied for and a tag have has been purchased from the City or Animal Shelter. Such Animal Shelter shall remit to the City the sum paid for the tag and furnish the City with the completed dog license application and proof of current rabies vaccination submitted in connection therewith.
- B. The owner of ~~the~~ an impounded animal shall pay the Animal Shelter an impounding fee. The Animal Shelter shall turn over to the City any impounding fees received. The City shall place such fees in the General Fund of the City.
- C. If a rabies vaccination is required and the owner cannot produce proof that the animal has had a current rabies vaccination, the Animal Shelter shall ensure that such dog or other animal is vaccinated for rabies as a condition of release to the owner, the animal's owner shall pay to the Animal Shelter the cost of the immunization.
- D. The owner of ~~the~~ an impounded animal ~~shall~~ shall be liable for and pay the Animal Shelter the cost of feed and care for each day the animal is impounded in the animal shelter.
- E. Unless otherwise determined by the Animal Control Authority, a dog impounded pursuant to Section 101.10(2) above shall not be released from impound until the dog owner satisfies the requirements of this Chapter and Minnesota Statutes related to the registration and keeping of potentially dangerous or dangerous dogs, as verified by an Animal Control Officer.

34. Unclaimed Impounded Animals

Any impounded animal not claimed within five ~~(5) regular~~ business days of the Animal Shelter shall become the property of the Animal Shelter and may be disposed of in a manner permitted by law. The licensed owner shall be liable to the Animal Shelter for costs incurred in confining and disposing of the animal.

101.11 POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS

1. Adoption of State Law

Minnesota Statutes Sections 347.50 through 347.565, are hereby adopted. Every provision contained in the foregoing sections is hereby adopted and made a part of this Chapter by reference as if fully set forth herein. In the event of conflict between Sstate law and the provisions of this Chapter, the more restrictive provision shall apply.

2. Declaration of Potentially Dangerous or Dangerous Dog

An officer of the Animal Control Authority or any other duly-appointed animal control officer shall be responsible for declaring a dog as potentially dangerous or dangerous, in accordance with all applicable laws, rules, and regulations.

3. Notice of Declaration

Upon declaration by the City that a dog is potentially dangerous or dangerous, the City shall provide notice within five business days of this declaration by delivering or mailing the notice to the owner of the dog, or by posting a copy of the notice at the place where the dog is kept, or by delivering it to a person residing on the property. The notice shall include:

- A. A description of the potentially dangerous or dangerous dog; the authority for and purpose of the potentially dangerous or dangerous dog declaration and seizure, if applicable; the time, place, and circumstances under which the dog was declared potentially dangerous or dangerous; and the telephone number and contact person where the dog is kept;
- B. A statement that the owner of the dog may request a hearing before the Hearing Examiner concerning the potentially dangerous or dangerous dog declaration and that failure to do so within 14 days of the date of the notice will terminate the owner's right to a hearing under this Section;
- C. A form to request a hearing under this subsection; and
- D. A statement that all actual costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or Hearing Examiner finds that the seizure or impoundment was not substantially justified by law.

4. Administrative Appeal of Declaration

An owner may appeal a declaration that its dog is potentially dangerous or dangerous by submitting a written request for a hearing, on a form provided by the City, to the City Manager or their designee stating that the owner contests the declaration accompanied by a non-refundable hearing fee, made payable to the City of Fridley, within 14 business days of the service of the potentially dangerous or dangerous dog declaration. Such requests for appeal will be handled according to this Section.

A. Untimely Appeals: An owner's right to appeal or otherwise contest the potentially dangerous or dangerous dog declaration shall be deemed waived if the owner fails to serve a written request for appeal within 14 business days of the receipt of the notice. The owner of a dog which has been declared a potentially dangerous or dangerous dog must comply with the applicable requirements set forth in this Chapter and Minnesota Statutes Sections 347.50 through 347.565.

B. Timely Appeals: If a timely appeal is filed from a declaration that a dog is potentially dangerous or dangerous, the owner must immediately comply with the requirements of Minnesota Statutes Section 347.52, paragraphs (a) and (c), and until such time as an opinion is rendered.

C. Hearing Process: If a timely appeal is filed, a hearing shall be held within 14 business days after the City's receipt of the appeal and the following procedures shall be followed:

- 1) The City shall refer the matter to an impartial Hearing Examiner to conduct the appeal.
- 2) Both parties may be represented by Counsel, shall have the opportunity to present testimony, be able to call and question witnesses and introduce any exhibits; however, strict rules of evidence shall not apply. All persons giving testimony will be sworn under-oath and subject to the penalty of perjury. The dog may not be brought to the hearing. The records of the Animal Control Officer shall be admissible for consideration without further foundation. The Hearing Examiner shall receive and give weight to the evidence, including hearsay evidence.
- 3) The hearing shall be recorded with an audio recording device and a full record of the proceedings shall be maintained by the City according to the Minnesota Government Data Practices Act.
- 4) The Hearing Examiner has the authority to do any of the following, or a combination thereof:
 - a) Uphold the declaration and require the owner to comply with all provisions of this subsection within 14 business days; or
 - b) Overturn the declaration and make findings that no violation has occurred;
or

- c) May elevate the designation from potentially dangerous to dangerous dog based upon evidence presented at the hearing; or
 - d) May elevate the designation from dangerous dog to destruction based upon evidence presented at the hearing.
- 5) Failure to appear at the scheduled hearing shall result in a default judgment against the party who fails to appear. If the owner fails to appear, the declaration shall be upheld and the fee for the cost of the hearing shall be refunded to the owner. The hearing date or time may be rescheduled only one time, and not within the 72 hours immediately preceding the hearing. Cancellations for any reason within the 72 hours of the scheduled hearing will result in the forfeiture of the non-refundable fee. If the City fails to appear, the declaration shall be dismissed, and the filing fee shall be refunded to the owner.
- 6) The Hearing Examiner shall issue a written decision within 10 business days of the hearing. The decision shall be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the Fridley Public Safety Department. The decision of the Hearing Examiner is final.

5. Exemption

The provisions of this Section do not apply to the following:

- A. Dogs used by law enforcement officials for police work.
- B. Dogs may not be declared potentially dangerous or dangerous if the threat, injury or damage was sustained by a person:
 - 1) Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; or
 - 2) Who was provoking, tormenting, abusing or assaulting the dog or who can be known to have repeatedly in the past, provoked, tormented, abused or assaulted the dog; or
 - 3) Who was committing or attempting to commit a crime.

6. Notification

Following the exhaustion of all appeal rights, notice of a potentially dangerous or dangerous dog declaration will be sent to each residence located within 350 feet of the dog's residence, and to each public or private school located within 1,000 feet thereof.

7. Potentially Dangerous or Dangerous Dog Declaration Review

Beginning six months after a dog is declared a potentially dangerous or dangerous dog, the owner may request annually that the Animal Control Authority review the designation. A request for review of the designation must be submitted on the form supplied by the City. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the City Manager or their designee finds sufficient evidence that the dog's behavior has changed, the City may rescind the potentially dangerous or dangerous dog declaration. The owner of the dog shall be notified in writing of the review results within 10 business days of the request.

8. Potentially Dangerous Dog and Dangerous Dog Registration

No person may own a dog that has been determined to be a potentially dangerous or dangerous dog pursuant to this Chapter or Minnesota Statute 347.50 unless the dog is annually registered. This registration requirement is in addition to the owner obtaining a dog license as required in this Chapter. Registration must be completed within 14 business days from the owner's receipt of notice of declaration of a potentially dangerous or dangerous dog unless a timely appeal has been filed. The Animal Control Authority shall issue a certificate of registration to the owner of a potentially dangerous or dangerous dog if the owner presents sufficient evidence of the following.

- A. A proper enclosure exists for the potentially dangerous or dangerous dog and the premises are posted with a clearly visible sign that includes a warning symbol of a potentially dangerous or dangerous dog on the property, including a warning symbol to inform children. The warning symbol must be the uniform symbol issued by the City that was provided by the Commissioner of Public Safety. Prior to the issuance of any tags for a new registration of a potentially dangerous or dangerous dog, a pre-license inspection of the premises to ensure compliance with this Code is required. The City shall be allowed at any time to inspect the dog, the proper enclosure and all places where the dog is kept.
- B. The owner must present a certificate of liability insurance by an insurance company authorized to conduct business in this state, which specifically states that the owner is insured for any personal injuries inflicted by the potentially dangerous or dangerous dog in the amount of at least \$300,000 per occurrence.
- C. The owner has paid the annual potentially dangerous or dangerous dog registration fee that shall be included in the City's fee schedule, in addition to the regular dog licensing fee described in this Chapter.
- D. The owner has microchip identification implanted in the potentially dangerous or dangerous dog. The name of the microchip manufacturer and identification number of the microchip must be provided to the Animal Control Authority. All costs related to the purchase and implantation of the microchip must be paid by the dog's owner.
- E. The owner provides proof that the dog has been sterilized. If the owner does not sterilize the dog within 30 days of being notified of this requirement, the City may seize the dog and have it sterilized at the owner's expense.

F. The Owner has obtained a valid dog license, as required in this Chapter.

9. Potentially Dangerous and Dangerous Dog Requirements

- A. An owner of a properly registered potentially dangerous or dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash not exceeding six feet in length and under the physical restraint of a responsible person. Electronic perimeter fences shall not be considered to satisfy these confinement requirements for a potentially dangerous or dangerous dogs. The muzzle must be constructed and worn in a manner that will prevent the dog from biting any person or animal but will not cause injury to the dog or interfere with its vision or respiration. Prior to the issuance of any tags for a renewal registration of a potentially dangerous or dangerous dog, a pre-license inspection of the premises to ensure compliance with this Section may be required. The city shall be allowed at any time to inspect the dog, the proper enclosure and all places where the dog is kept.
- B. The owner of a potentially dangerous or dangerous dog for which registration is required under this Section shall pay an annual registration fee until the dog is deceased or is determined to be no longer potentially dangerous or dangerous. If the dog is removed from the jurisdiction, it must be registered as a potentially dangerous or dangerous dog in its new jurisdiction, pursuant to the laws and procedures in place in the new jurisdiction.
- C. An owner of a potentially dangerous or dangerous dog must notify the Animal Control Authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 business days of the death or transfer, and must, if requested by the Animal Control Authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.
- D. The owner of a potentially dangerous or dangerous dog must have the dog sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 business days, the Animal Control Authority shall seize the dog and have it sterilized at the owner's expense.
- E. A person who owns a potentially dangerous or dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.
- F. A person who transfers ownership of a potentially dangerous or dangerous dog must notify the new owner that the Animal Control Authority has identified the dog as potentially dangerous or dangerous. The current owner must also notify the Animal Control Authority in writing of the transfer of ownership and provide the Animal Control Authority with the new owner's name, address, and telephone number.

- G. No person shall remove a microchip from a potentially dangerous or dangerous dog.
- H. The City may require that the owner and its potentially dangerous or dangerous dog attend and complete an approved obedience class. All costs related to the approved obedience class must be paid by the dog's owner.
- I. A potentially dangerous dog or dangerous dog registered under this Section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.
- J. It shall be unlawful for the owner of a potentially dangerous or dangerous dog to fail to comply with the requirements set forth in this Section. Any dog found to be the subject of a violation of this Section shall be subject to immediate seizure and impoundment in accordance with this Chapter.
- K. No more than one potentially dangerous or dangerous dog shall be housed at the same address. For purposes of apartments and other multi-unit dwellings, each dwelling unit shall be considered a separate address.
- L. It shall be unlawful to allow a potentially dangerous or dangerous dog to be on City-owned or maintained property, including but not limited to parks and trails, regardless of whether the animal is properly restrained. This prohibition shall not apply to streets and sidewalks, insofar as the potentially dangerous or dangerous dog is handled in accordance with the requirements of State law and this Chapter.
- M. Failure to comply with any of the requirements of this Chapter, including but not limited to registration of or keeping of potentially dangerous or dangerous dogs, may lead to the immediate revocation of a dog license and seizure of the potentially dangerous or dangerous dog.

10. Confiscation and Reclamation of Potentially Dangerous and Dangerous Dogs

An Animal Control Officer shall immediately seize and impound any potentially dangerous or dangerous dog if:

- A. The owner fails to validly register the dog under this Section within 14 business days of its designation as a potentially dangerous or dangerous dog.
- B. The owner fails to present a certificate of liability insurance by an insurance company authorized to conduct business in this state under this Section within 14 business days of its designation as a potentially dangerous or dangerous dog.
- C. The dog is not maintained in the proper enclosure.
- D. The dog is outside the proper enclosure and not under the physical restraint of a responsible person as required under Minnesota State Statute 347.52 and this Section.

- E. The dog is not sterilized within 30 days, pursuant to Minnesota State Statute 347.52, paragraph (d).
- F. The owner of a potentially dangerous or dangerous dog is convicted of a misdemeanor for violating the provisions of this Section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the district court may order destruction of the dog and the owner must pay for the costs of confining and euthanizing the dog.
- G. The owner fails to obtain or maintain a valid dog license, as required by this Chapter, for the potentially dangerous or dangerous dog.
- H. The owner fails to comply with any of the provisions of this Chapter related to the keeping of a dog within the City.
- I. A potentially dangerous or dangerous dog seized under this Section may be reclaimed by the owner of the dog by presenting proof of compliance with state law and this Chapter to the City and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in Chapter 11 of this Code and all impoundment costs. A dog not reclaimed under this subdivision within seven business days may be disposed of in a manner permitted by law, and the owner is liable to the Animal Control Authority for costs incurred in confining and euthanization of the dog.

11. Destruction of the Dog in Certain Circumstances

- A. The Animal Control Authority may euthanize a dog in a proper and humane manner under the following conditions:
 - 1) The dog inflicted substantial bodily harm on a human on public or private property without provocation;
 - 2) The dog inflicted multiple bites on a human on public or private property without provocation;
 - 3) The dog bit multiple human victims on public or private property in the same attack without provocation; or
 - 4) The dog bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.
 - 5) The dog has been declared dangerous, the owner's right to appeal under this Section has been exhausted or expired and the owner has failed to comply with the provisions of this Section or the provisions of Minnesota State Statutes 347.50 through 347.56; or
 - 6) The owner of a dangerous dog that commits a subsequent act or acts described in Section 101.01(15), 101.06(1), 101.06(2), 101.06(6).

B. The Animal Control Authority will not euthanize the dog until the dog's owner has had the opportunity for a hearing before the Hearing Examiner. The exemptions set forth in Section 101.11.5 of this Section apply to this provision. The Animal Control Authority, after having been advised of the existence of such animal as defined in this Section, shall proceed as follows:

- 1) The dog's owner shall be notified in writing within five business days as to the reason the animal is subjected to disposition under this Section and, where applicable, the dates, times, and places of animals or persons bitten, attacked, injured or disfigured or of other violations. The Ceity shall provide notice of this disposition by delivering or mailing the notice to the dog's owner, or by posting a copy of the notice and a form to request a hearing under this subsection at the place where the dog is kept, or by delivering it to a person residing on the property. The dog's owner shall be given 14 business days to request a hearing for determination as to the disposition of the dog and that failure to do so within 14 business days of the notice will terminate the owner's right to a hearing under this Section.
- 2) If the dog's owner does not request a hearing within 14 business days of the notice, the Animal Control Authority shall make an appropriate order including euthanization of the dog. The dog's owner shall immediately make the dog available to the animal control officer for the ordered disposition.
- 3) If the dog's owner requests a hearing for determination as to the disposition of the dog, the hearing shall be held before the Hearing Examiner at a date not more than 14 business days after demand for the hearing. The records of the Animal Control Authority shall be admissible for consideration without further foundation. After considering all evidence, the Hearing Examiner shall make an appropriate order within 10 business days of the hearing, including euthanization of the dog. The dog's owner shall immediately make the dog available to the animal control officer for the ordered disposition.
- 4) Any person who harbors, hides or conceals an animal which has been ordered into custody for destruction or other proper disposition shall be guilty of a misdemeanor.

12. Restrictions on Future Ownership

- A. Convictions. A person may not own a dog if they are prohibited under Minnesota State Statute 347.542. This prohibition applies to any member of that same person's household.
- B. Non-compliance. An owner of a potentially dangerous or dangerous dog that fails to comply with the requirements of this Section or State law may be prohibited or restricted from future ownership or custody of other dogs.
- C. The owners of dogs found to be potentially dangerous or dangerous by another city or jurisdiction, must notify the Public Safety Department within 14 business days of moving into the city, and must follow the requirements of Minnesota Statutes Sections 347.50 through 347.565 and this Section.

13. List Posted

For the purposes of public notification and public safety, the City may post a list of potentially dangerous and dangerous dogs on the City's website.

14. Violation; Misdemeanor

Any violation of the provisions of this Chapter shall constitute a misdemeanor offense.

101.12, ANIMAL BITES, QUARANTINE

1. Any person who has been bitten or has knowledge of a human being who has been bitten by a dog, cat, raccoon, skunk or other species susceptible to rabies shall immediately notify the Animal Control Officer or Public Safety Department~~Police Department~~. Whenever such an animal has bitten any person, the owner or custodian of the animal, after being so notified by the Animal Control Officer or the Police Department, shall immediately cause said animal to be quarantined at the City of Fridley contracted ~~animal~~ Animal Sshelter or at a licensed veterinary hospital or kennel for a period of ~~ten~~ (10) days after such person has been bitten. During the quarantine period, said animal shall be kept under observation to determine its condition and if it is found to be sick or diseased, the operator of the quarantine facility shall immediately report in writing to the ~~Police Department or the Fridley Animal Control Officer~~ Public Safety Department the condition of the animal. The Animal Control Officer shall then take necessary steps to determine if the animal is suffering from rabies.

2. During the quarantine period the animal shall not be removed from the designated quarantine facility except by special written permission from the Minnesota Livestock Sanitary Board and the ~~Fridley~~ Animal Control Officer. The owner of an animal shall be responsible for the cost of quarantine.

3. The quarantine required by this Section shall not be necessary and the requirements shall be waived if the custodian or owner of the animal, immediately upon notification that ~~his or her~~ their animal has bitten someone, presents to the Animal Control Officer or Public Safety Department~~Police Department~~, the certificate of an authorized veterinarian that the animal was currently vaccinated for rabies prior to the date of the biting. Such animal so exempt shall be quarantined on the premises of the owner, under strict control, for a period of ~~ten~~ (10) days for the purpose of observation for symptoms of disease. The Animal Control Officer is authorized to conduct a mid-term and terminal examination of the animal.

4. It shall be unlawful for any person, other than an Animal Control Officer, to kill or destroy any animal found running at large in the City. No Animal Control Officer or other person shall kill, or cause to be killed, any animal suspected of being rabid, except after the animal has been placed in quarantine, and the diagnosis of rabies made.

5. ~~Regulation of Potentially Dangerous or Dangerous Dog. A potentially dangerous or dangerous dog shall be registered and regulated as required by Minnesota Statutes Section 347.565.~~

101.13 PROHIBITED ANIMALS

1. No person shall keep or allow to be kept in the City:
 - A. Any animal of a vicious nature or with a propensity, tendency or disposition to attack, to cause injury or to otherwise endanger the safety of human beings or domestic animals; or
 - B. Any animal which attacks a human being or a domestic animal on two or more occasions without provocation or on a single occasion where substantial bodily harm on a human being is inflicted without provocation; or
 - C. Any non-domesticated animal not naturally tame or gentle, but is of wild nature or disposition, including any of the following:
 - 1) Any animal or species prohibited by federal or Minnesota Law.
 - 2) Any non-domesticated animal or species, including, but not limited, to the following:
 - a) Any skunk, whether captured in the wild, domestically raised, de-scented or not de-scented, vaccinated against rabies or not vaccinated against rabies;
 - b) Any large cat of the family Felidae such as lions, tigers, jaguars, leopards, cougars, and ocelots, except commonly accepted domesticated house cats;
 - c) Any member of the family Canidae, such as wolves, foxes, coyotes, dingoes and jackals, except commonly accepted domesticated dogs;
 - d) Any poisonous snake, pit viper or constrictor, such as a rattle snake, coral snake, water moccasin, cobra, boa constrictor or python;
 - e) Any raccoon; or;
 - f) Any other animal which is not listed explicitly above, but which can reasonably be defined by the terms in Section 101.11 of this code, including bears and badgers.

Upon conviction for the violation of this Section, the court may in addition to imposition of sentence, direct the Animal Control Officer to take the animal in question into custody and forthwith dispose of it in a humane manner. (Ref. 979.)

2. These restrictions do not apply to a properly registered potentially dangerous or dangerous dog that is being maintained in accordance with all applicable requirements of this Chapter and State law.

101.14 COMPLAINTS

Any person complaining to the Public Safety Department ~~Police Department~~ that an animal is allegedly running at large or otherwise constituting a danger or nuisance shall identify ~~himself or herself~~ themselves upon request and shall make every reasonable attempt to assist the authorities in identifying the animal and its owner or custodian.

101.15 MUZZLING

Whenever the prevalence of hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or keeping an animal susceptible to rabies confined securely on their premises unless it is muzzled so that it cannot bite. No person shall violate the proclamation, and any unmuzzled animal running at large during the time fixed in the proclamation shall be immediately put to death by the Animal Control Officer without notice to the owner.

101.16 MULTIPLE PET LOCATION

1. License Requirement

No person shall keep or maintain more than three ~~(3)~~ or more dogs or cats, or any combination of dogs or cats that are at least six ~~(6)~~ months of age as pets on a residential lot in the City without obtaining a multiple pet location license.

2. License Application

Application for a multiple pet location license shall be made on forms provided by the City. Such application shall contain the following information:

- A. The name, address, e-mail and phone number of the applicant of the multiple pet location.
- B. A site plan showing the location of the structures and fencing for the housing or shelter and run for the exercise of the dogs and/or cats. If the dogs and/or cats are to be kept primarily within the home or other building of the residence of the applicant or of any other person, the application shall so state.
- C. The maximum number and type of breed(s) of dogs, cats or any combination thereof, to be kept on the premises.
- D. Method to be used in keeping the premises in a sanitary condition.
- E. Method to be used in keeping the dogs and/or cats quiet.
- F. An agreement by the applicant that the premises may be inspected by the City at all reasonable times.

3. Issuance of License

The ~~City~~ City Manager or their designee shall have discretion in determining whether or not to issue a license. In making such determination, the City shall take into consideration the conditions listed below and with particularity, any violations during the previous license period. In the event the licensee moves to a new residential lot within the City of Fridley, the licensee is required to complete a new application for the new location.

4. Conditions

- A. Housing facilities and grounds shall be maintained in a clean and sanitary condition and kept in good repair. Facilities shall be kept free of fecal matter and collected fecal matter shall be properly disposed of weekly so as not to create a public nuisance as defined in Chapter 110 of this Code.
- B. The premises for keeping of dogs and/or cats shall be fenced. The fencing must be of such quality and design so that it will contain the dogs and/or cats.
- C. If dogs and cats are to be maintained outside during the winter months, the housing or shelter shall be winterized to protect the dogs or cats from the harsh elements of the cold.
- D. Animal feed shall be stored in leak-proof containers with tight-fitting covers to prevent attracting vermin so as not to create a public nuisance as defined in Chapter 110 of this code.
- E. The animals are maintained in a manner that they do not become a public nuisance as defined in Section 101.06 of this Code.

5. Multiple Pet License Fee

The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.

6. Inspection

As a part of the initial license application or annual renewal, each resident must allow an inspection of the housing facilities and grounds. The City Manager ~~community development director~~ or their designee shall have the right to inspect the property for the purpose of ensuring compliance with this ~~Section~~ between 8 a.m. and 5 p.m. Monday through Friday upon providing prior notice to the owner of the property. In the case of a complaint regarding the multiple pet location, the site may be inspected without prior notice. ~~In the event the licensee moves to a new residential lot within the City of Fridley, the licensee is required to complete a new application for the new location.~~

7. Appeal and Hearing Procedure

- A. Licenses issued under this Section may be denied, revoked or non-renewed due to any of the following:
- 1) The keeping of dogs or cats in a manner which constitutes a nuisance to the health, safety or general welfare of the public;
 - 2) A dog or cat may be impounded by the city pursuant to City Code Section 101.11 if it is found to be at large in violation of this Section. After being impounded for five ~~(5)~~ business days without being reclaimed by the owner, it may be humanely euthanized or sold. A person reclaiming an impounded dog or cat shall pay the cost of impounding and boarding of the dog or cat.
 - 3) Fraud, misrepresentation, or a false statement contained in the license application or during the course of the licensed activity; or
 - 4) Any violation of the applicable provisions in this Chapter.
- B. Notice of approval, denial revocation or non-renewal must be made in writing to the applicant specifying the reason(s) for the action. The applicant may request a hearing by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen (14)~~ business days of the date of the notification letter.
- C. The ~~Appeals-Planning~~ Commission shall hold a hearing on a contested approval, denial, revocation, or non-renewal. The appeal process to be used shall be the same process described in Section 128.06 of the ~~Fridley~~ City Code. At the hearing, the applicant may speak and may present witnesses and other evidence. Upon the conclusion of the hearing, the ~~Appeals-Planning~~ Commission shall issue a written decision that includes findings of fact. The City shall provide the applicant with a copy of the ~~Appeals Planning~~ Commission decision. The applicant may appeal the Commission's decision to the ~~Ceity Ce~~council by submitting a written request to the City Manager or their designee~~city clerk~~ within ~~fourteen (14)~~ business days of the date of the ~~Appeals Planning~~ Commission decision.

101.17 ANIMAL CONTROL OFFICER

1. Appointment

The City may appoint such person, persons or firm as the City may deem necessary and advisable as Animal Control Officer. Such appointees shall work under the supervision of the Fridley Public Safety Department~~Police Department~~ and shall be responsible for the enforcement of this Chapter.

2. Duties

Animal Control Officers are authorized to enforce the provisions of this Chapter and other related ordinances, Chapters and statutes pertaining to animal control, including the issuance of citations.

3. Unlawful Acts

It shall be unlawful for any unauthorized person to break into an animal shelter, or attempt to do so, or to take or set free any animal taken by the Animal Control Officer in the enforcement of this Chapter, or in any way interfere with, hinder or molest such Officer in the discharge of ~~his or her~~their duty under this Chapter.

101.18 GUARD DOGS

1. Businesses located within the City and maintaining a guard dog for security purposes shall post notice at the entrance to the premises warning of the presence of said dog.

2. Businesses maintaining a guard dog shall file with the City a release authorizing Public Safety Department ~~the police or fire departments~~ to shoot said dog in an emergency situation, if necessary, in order to allow the Public Safety Department ~~police or fire fighters~~ to gain admittance to the premises in the performance of their duties.

101.19 SEEING EYE DOGS

Whenever a blind person accompanied by a "seeing eye" or guide dog presents ~~himself/herself~~themselves for accommodation or service on any public transit vehicle or to any restaurant, store or other place of business open to the public, it shall be unlawful for the owner, manager, operator or any employee of such vehicle or place of business to refuse admission to the dog or service to the blind person.

101.20 CRUELTY TO ANIMALS

Minnesota Statutes Sections 346.20 through 346.34 are hereby adopted by reference and shall be in full force and effect, in the City of Fridley as if set out here in full.

101.21 RELATION TO OTHER LAW

The prohibitions contained in this Chapter shall be in addition to any State or Federal law regarding the same or related subjects.

101.22 PENALTIES

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violation under the provisions of Chapter 901 of this Code.

101.23 FEES

The fees for this Chapter shall be as provided in Chapter 11 of this Code.

Passed and adopted by the City Council of the City of Fridley on this [Day] day of [Month], 2021.

Scott J. Lund - Mayor

Daniel Tienter - City Clerk

First Reading: April 16, 2021

Second Reading:

Publication:



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Jeff Guest, Lieutenant

Title

Ordinance No. 1389, Amending Fridley City Code Chapter 11, Fees

Background

Ordinance No. 1389 proposes changes to Fridley City Code Chapter 11, Fees. The amendment proposes to establish a \$500 potentially dangerous dog registration fee to Chapter 101, Animal Control.

Financial Impact

Recommendation

Staff recommend the City Council conduct a first reading of Ordinance No. 1389.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
☐ Financial Stability & Commercial Prosperity	☒ Public Safety & Environmental Stewardship
☒ Organizational Excellence	

Attachments and Other Resources

- Ordinance No. 1389
- Summary Ordinance No. 1389

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Ordinance No. 1389

Amending the Fridley City Code Chapter 11, Fees, Adding Registration Fee for Potentially Dangerous Dogs

The City of Fridley does ordain, after review, examination and staff recommendation that Chapter 11, Fees, of the Fridley City Code be amended as follows:

FRIDLEY CITY CODE CHAPTER 11 FEES

11.11. FEES

CODE	SUBJECT	FEE
33	Administrative Citation or Penalty	\$100 per violation (General) \$125 per violation (Fire Lane/Reserved Handicap Parking) \$35 per violation (Other Parking)
33	Administrative Citation or Penalty Late Fee	\$25 (General) \$30 (Fire Lane/Reserved Handicap Parking) \$10 (Other Parking)
33	Administrative Hearing	\$200 Administrative Hearing
17	Auction	\$30.00 weekly, \$150 year
205.30	Automatic Meter Reading Device Permit	\$25 per stationary device
27	Billiards	\$40 for first table, \$10 each additional
15	Bowling Alleys	\$40 + \$10 each lane
28	Carnivals	\$75 application fee \$75 each day \$3000 cash deposit or bond
30	Charitable Gambling (see Lawful Gambling)	
21	Christmas Tree Lots	\$200 + \$100 deposit
12	Cigarette Sales (see Tobacco)	
MS 462.355	Comprehensive Plan Amendment	\$1,500
206	Contractors	See Chapter 206
217	Condominium (annual registration)	a. 2-4 Ownership Units \$20 b. 5-12 Ownership units \$30 c. 13-24 Ownership units \$40 Over 24 Ownership Units \$50
217.04	Condominium conversion registration (one time fee)	(a) 2 ownership units \$500 (b) 3-7 ownership units \$750 (c) 8-12 ownership units \$1,000 Over 12 units \$1000 + \$50 per unit for every unit over 12
208	Conservation Plan Review (as part of building permit for new construction)	\$450
208	Conservation Plan Review as part of land alteration, excavating or grading permit process	See Chapter 206

101	Dogs	\$25 Lifetime \$5 duplicate license \$25 Impound Fee \$500 Dangerous Dog <u>\$500 Potentially Dangerous Dog</u>
702	Drive-in Theaters	\$400
607	Entertainment	\$85
112	False Alarms	\$50 for sixth false alarm in single calendar year and for each subsequent false alarm in calendar year an additional \$25 shall be added (e.g., 7 th false alarm \$75, 8 th false alarm \$100, etc.)
205	Farmers Market Event Permit	\$100
103	Fire Arms-Permit to Discharge	\$25
108	Fire Department Plan Review Fee	65% of the Fire Permit Fee
32	Food Establishment – Business License	\$45
32	Food Temporary – Business License	\$30
25	Golf Course, Driving Range	\$30
113	Haulers Mixed Municipal Solid Waste License (Garbage Truck) Yard Waste License Organics License Recycling License	\$100 for first truck and \$40 each additional truck
24	Junk Yards	\$350
30	Lawful Gambling Permit	\$25 for one day small events, i.e. raffle, etc.
609	Liquor, Caterer Caterer Registration Event Notification Permit	\$100 annually \$25/event
604	Liquor, Consumption and Display	\$300 Annual State Permit \$25 One-Day City Permit
603	Liquor, On-Sale Intoxicating Holiday Endorsement	\$100
603	Liquor, Lawful Gambling Endorsement	\$300
610	Liquor Manufacturers/Investigative Fee Individual Partnership/Corporation Alteration of Business Change of Officers On-Sale Brewer/Distillery Taproom License Off-Sale Brewer/Distillery Growler License	\$200 \$400 \$100 \$25 \$600 \$300
603	Liquor, On-Sale Intoxicating	No Entertainment a. 0-3000 sq ft - \$6,000 b. 3001-6000 sq ft - \$7,000 c. over 6000 sq ft - \$8,000 With Entertainment or Dancing a. 0-3000 sq ft - \$7,000 b. 3001-6000 sq ft - \$8,000 Over 6000 sq ft - \$9,000

603	Liquor, On-Sale Intoxicating Initial Investigative Fee	\$200 individual \$400 corporation or partnership
603	Liquor, On-Sale Sunday	\$200
603	Liquor, On-Sale Intoxicating Temporary 1 day only	\$25 (MN §340A.414, Sub.9)
602	Liquor, 3.2% Malt Liquor	Off-Sale - \$60 On-Sale - \$325
	Liquor, 3.2% Malt Liquor, Holiday Endorsement	\$100
602	Liquor, 3.2% Malt Liquor, Initial Investigative Fee	\$90 individual \$180 corporation or partnership
602	Liquor, 3.2% Malt Liquor Temporary	\$60
603	Liquor, Wine	\$1,000
603	Liquor, Wine Investigative Initial Fee	\$200 individual \$400 corporation or partnership
603	Liquor (Employee Dispensing – see Managerial License)	
605	Liquor, Bottle Club	\$300 annual permit \$25 one day permit
606	Liquor, On-Sale Intoxicating Club (the annual license fee for an on-sale intoxicating liquor license issued by a city to a club must be no greater than the fee set in Minnesota Statute Chapter 340A:	\$300/club under 200 members \$500/club, 201-500 members \$650/club, 501-1,000 members \$800/club, 1001-2,000 members \$1000/club, 2001-4000 members \$2,000/club 4,001-6,000 members \$3,000/club over 6,000 members
606	Liquor, On-Sale Club Holiday Endorsement	\$100
101	Livestock Bees or Chickens	\$100 annually \$100 initial license/\$25 renewal license
608	Lodging Tax	3% of rent charged
603	Managerial License (Liquor)	\$10
125	Massage Therapy Business License Business Investigative Fee/Corporation/Partnership Business Investigation Fee/Individual/Sole Prop. Massage Therapist License Fee Therapist Investigation Fee	\$400 annually \$400 (new) \$200 (renewal) \$200 (new) \$100 (renewal) \$50 annually \$25 annually
205.24	Master Plan, Application or Amendment	\$1,500
203	Mobile Home Parks	\$30 + \$1 per trailer site (one time fee)
22	Music Festivals	\$700/day + \$100 filing fee
509	Motorized Vehicles Rental	\$50 per vehicle
220	Multiple Dwelling License	Single rental unit \$100.00 Two rental units \$150.00 Three units \$210.00 Four units \$270.00 Five or more units \$245.00 plus \$12 per unit.
	Rental Inspection Fee	\$100 single, duplex and triplex \$300 4+ units
	Transfer Fee	\$25

	License Fee after Revocation or Suspension	150% times the annual license fee
31	Pawn Shops Annual License fee Monthly Transaction Fee Reporting Failure Penalty Investigation Fee	\$3,000 \$3.00 per transaction \$4.00 per transaction/ \$400
14	Peddlers/Solicitor	\$60 per peddler
23	Public Dance	\$75
13	Retail Gasoline Sales Private Gasoline Pump	\$60 \$30 per location
407	Rights-of-Way 407.04 Registration Fee 407.05 User Fee (residential, commercial or industrial) 407.07 Excavation Permit Obstruction Permit Small Wireless Facility Permit Permit Extension Fee Delay Penalty 407.10 Mapping Fee 407.11 Degradation Fee	\$50 \$50 \$350 \$50 \$150 \$20 \$125 week \$50 if data is not in city format and City GIS compatible. Restoration cost per square foot for the area to be restored.
127	Sexually Oriented Businesses Investigation Fee	\$400 \$400
214	Signs and/or Billboards Permanent Sign • Wall Sign • Free-standing/monument • Re-face/face-change Temporary Sign	\$100 \$200 \$50 \$100 plus \$200 Deposit-refunded if conditions met
602, 603, 606	Social Skill Game Tournament Service Provider	\$100 annually
514	Snow Removal Penalty Violations of the provisions of this Section shall be a misdemeanor, subject to penalties of a maximum of \$700 and 90 days in jail per occurrence. In the alternative, the City may, in its discretion, impose a civil penalty as follows:	2 nd Offense in any given year: \$50 3 rd Offense within 6 months of any prior offense: \$200 4 th Offense or more within 6 months of prior offense(s): \$500 In addition, the City may charge to, and assess to the associated property, any damage to City property or injury to City employees attributable to violations of this section.
102.02	Storage fee for seized motor vehicles (Ord 1250)	\$10 per day for each day or part of a day the seized motor vehicle is held at a storage facility or impound lot. The total storage fees assessed on any one motor vehicle shall not exceed \$500 or 50% of the

		value of the motor vehicle as determined by competent authority, whichever is less.
102.02	Seizure fee for motor vehicles	\$200 assessed for each vehicle seizure; or \$400 assessed to a vehicle owner or lien holder who refuses to repossess their own vehicles.
16	Street Vending	\$50 industrial/commercial \$70 residential \$100 both
116	Sun tanning Rooms	\$500
115	Swimming Pools, Public	\$250 per outdoor pool \$350 per indoor pool + 25% of base per added pool, enclosed area
205.30	Telecommunications Permit to Locate on Approved Site Telecommunications Towers and Facilities District (Ref Ord 1340) 205.30.24 DAS Application Fee 205.30.24 DAS Application Review Fee 205.30.9(9) DAS Abandonment Escrow	\$400/user/tower \$500 \$1500 \$2000
205.30	Temporary Outdoor Display License	\$75
205	Text Amendment to the Zoning Ordinance	\$1,500
12	Tobacco Products	\$125
12	Tobacco Product Shop	\$400 license application fee; \$100 license investigation fee.
205.33	TOD Project Plan Application	\$1,500
205.33	TOD Tree Substitution Fee to TOD Capital Project Fund	\$500/tree
104	Tree Removal/Treatment	\$150
19	Used Motor Vehicles	\$150/year
205	Wetlands Certifying Exemptions Replacement Plan Application No Loss Determination Appeal of Decision	\$1500.00 \$1500.00 \$1500.00 \$1500.00
206	Building Permit Fees	See Chapter 206
206	Certificate of Occupancy Fees	See Chapter 206
206	Electrical Permit Fees	See Chapter 206
206	Land Alteration Excavating or Grading Fees Uniform Building Code Chapter 70 adopted by reference (Plan Checking Fees and Grading Permit Fees)	See Chapter 206
211	Lot Splits	\$1,250
206	Mechanical Permit Fees	See Chapter 206
212	Mining Permit	See Chapter 206
206	Moving Permits Fee	See Chapter 206
206	Plumbing Permit Fees	See Chapter 206
211	Plat	\$1,500/200 lots + \$15 each additional lot
206	Reinspection – Building Fee	See Chapter 206
205	Rezoning	\$1,500

206	Sewer Permit Fee	See Chapter 206
205	Special Use Permit	\$1,000 for R-1 \$1,500 for all others
206	Utility Excavations Permit Fees	See Chapter 206
206	Water Permit Fee	See Chapter 206
206	Water/Waterways Permit Fees	See Chapter 206
205	Vacations, Right of Way or Easement	\$1,500
211	Variance	\$500 for R-1 \$1,400 for all other

*Prorate (see Chapter 603)

Passed and adopted by the City Council of the City of Fridley this [X] day of [Month], 2021.

Scott J. Lund - Mayor

Daniel Tienter - City Clerk

First Reading: April 16, 2021

Second Reading:

Summary Publication:

Summary Ordinance No. 1389

Amending the Fridley City Code Chapter 11, Fees, Adding Registration Fee for Potentially Dangerous Dogs

I. Title

An ordinance to add fees for Potentially Dangerous Dog Registration.

II. Summary

The City of Fridley does ordain, after review, examination and staff recommendation that Chapter 11, Fees, of the Fridley City Code be amended as follows to reflect new fees added to Section 11.11:

11.11. FEES

CODE	SUBJECT	FEE
101	Dogs	\$25 Lifetime \$5 duplicate license \$25 Impound Fee \$500 Dangerous Dog \$500 Potentially Dangerous Dog

III. Notice

This Summary Ordinance has been published to clearly inform the public of the intent and effect of the City of Fridley's City Code. A copy of the ordinance, in its entirety is available for inspection by any person during regular business hours at the offices of the City Clerk of the City of Fridley, 7071 University Avenue NE, Fridley, MN 55432.

Passed and adopted by the City Council of the City of Fridley this [Day] day of [Month], 2021.

Scott J. Lund - Mayor

Daniel Tienter - City Clerk

First Reading: April 16, 2021

Second Reading:

Summary Publication:



AGENDA REPORT

Meeting Date: April 12, 2021

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager

Title

Ordinance No. 1390, Amending Fridley City Code Chapter 205.17, Uses Allowed with a Special Permit, Petitioned by Happy Tails Rescue Foundation, Public Hearing and First Reading (Ward 2)

Background

Laura Westphall, the Director of Happy Tails Rescue Foundation (HTR) is requesting a text amendment to add the language "Animal Rescue Facility" as a special use in the M-1, Light Industrial zoning district.

The animal rescue facility use would be consistent with the purpose and intent of the M-1 zoning district, provided specific concerns related to the use are addressed. The petitioner and staff have drafted an ordinance that would allow a "Animal Rescue Facility" contingent upon approval of a special use permit provided the following conditions are met:

- a) Animal Rescue shall be inspected and licensed by the Minnesota Board of Animal Health on an annual basis;
- b) An eight-foot solid fence must be constructed to enclose outdoor play area for the safety of the animals and the general public;
- c) All animals are kept inside overnight for the safety of the animals and the general public;
- d) Animal waste is picked up and properly disposed of daily for the safety of the animals and the general public; and
- e) Animal Rescue use shall comply with and meet all code requirements for noise, odor, and manure removal.

The Planning Commission held a public hearing for TA #21-01 at their March 17, 2021. After a brief discussion between the Commission, staff and the petitioner, the Planning Commission recommended approval of Text Amendment, TA #21-01. The motion carried with six members voting yay, and one member abstaining.

A Notice of Public Hearing before the Planning Commission was published in the March 5, 2021 edition of the *Star Tribune*.

Financial Impact

No financial impact.

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Recommendation

Staff recommend the City Council conduct a public hearing and first reading of Ordinance No. 1390.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☒ Community Identity & Relationship Building
☒ Financial Stability & Commercial Prosperity	☐ Public Safety & Environmental Stewardship
☐ Organizational Excellence	

Attachments and Other Resources

- Ordinance No. 1390
- Staff Report to the Planning Commission

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

Ordinance No. 1390

Amending Chapter 205.17 Uses Allowed with a Special Use Permit

The City of Fridley does ordain, after review, examination and staff recommendation that Chapter 205.17, M-1, Light Industrial District Regulations, be added to the Fridley City Code as follows:

Fridley City Code
Chapter 205.17
M-1, Light Industrial District Regulations
Ordinance No. 1390

1. Uses Permitted

C. Uses Permitted With a Special Use Permit

15. Animal Rescue Facility contingent upon approval of a Special Use Permit provided the following conditions are met:

- a) Animal Rescue's shall be inspected and licensed by the Minnesota Board of Animal Health on an annual basis;
- b) An eight-foot solid fence must be constructed to enclose outdoor play area for the safety of the animals and the general public;
- c) All animals are kept inside overnight for the safety of the animals and the general public;
- d) Animal waste is picked up and properly disposed of daily for the safety of the animals and the general public; and
- e) Animal Rescue use shall comply with and meet all code requirements for noise, odor, and manure removal.

Passed and adopted by the City Council of the City of Fridley on this [X] day of [Month], 2021.

Scott J. Lund - Mayor

Daniel Tienter - City Clerk

Public Hearing: April 16, 2021
First Reading: April 16, 2021
Second Reading:
Publication:

City of Fridley Land Use Application

TA #21-01 and SP #21-02

March 17, 2021

GENERAL INFORMATION

Applicant:

Happy Tails Rescue Foundation
 Laura Westphall
 7940 University Avenue NE
 Fridley, MN 55432

Requested Action:

Text Amendment and Special Use Permit

Existing Zoning:

M-1, Light Industrial

Location:

7331 Baker Street N.E.

Size:

65,340 sq. ft. 1.5 acres

Existing Land Use:

Industrial Building

Surrounding Land Use & Zoning:

N: Industrial Building & M-1
 E: Manufactured Home Park & R-4
 S: Industrial Building & M-1
 W: Duplexes & R-2

Comprehensive Plan Conformance:

Future Land Use Map designation is
 Industrial

Building/Zoning History:

- 1962 – Lot platted
- 1962 – Industrial building constructed
- 1972 – Building addition
- 1984 – SUP issued for OS-Void

Legal Description of Property:

Lots 25 and 26, Block 1, Nagels
 Woodlands

Public Utilities:

Building is connected

Transportation:

The property is accessed from Baker
 Street

Physical Characteristics:

Flat lot with industrial building, parking
 areas and landscaping

SPECIAL INFORMATION

SUMMARY OF PROJECT

The petitioner, Laura Westphall with the Happy Tails Rescue Foundation is requesting a text amendment to add language to the M-1, Light Industrial zoning district that would allow an Animal Rescue Facility by a special use permit. In addition, the petitioner is seeking a special use permit to allow an Animal Rescue Facility in the M-1, Light Industrial district, located at 7331 Baker Street N.E.

SUMMARY OF ANALYSIS

City staff recommends approval of the text amendment request.

City staff recommends approval of the special use permit request, with stipulations.



Aerial of Property

City Council Action/60 Day Action Date

City Council – April 12, 2021

60-Day Date – April 12, 2021

Staff Report Prepared by Stacy Stromberg

Land Use Application

Text Amendment TA #21-01 and Special Use Permit #21-02

The Requests

The petitioner, Laura Westphall, the Director of Happy Tails Rescue Foundation (HTR) is requesting a text amendment to add the language "Animal Rescue Facility" as a special use in the M-1, Light Industrial zoning district.

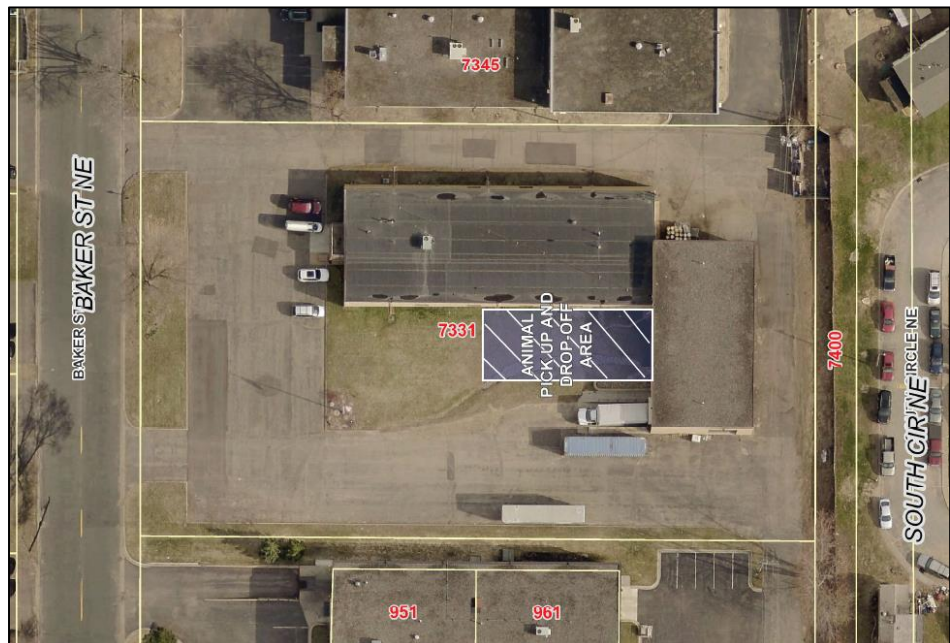
If the text amendment is approved, the petitioner is also seeking a special use permit to allow a "animal rescue facility", which will be located at 7331 Baker Street.

Site Description and History

The subject property is located on Baker Street, just north of 73rd Avenue. It is zoned M-1, Light Industrial as are the properties to the north and south. The properties across Baker Street are zoned R-2, Two Family Units and the properties to the east are zoned R-4, Manufactured Homes. The property was developed in 1962, with the construction of an industrial building. In 1972, an addition was constructed and in 1984, a special use permit was issued to allow outdoor storage.

Proposed Use

According to the petitioner's narrative, Happy Tails Rescue Foundation mission is to support animals in need. They focus on rescuing homeless and abandoned animals from high kill shelters and Indian Reservations. Animals typically arrive a few times a week. Once they arrive, they review their paperwork, add them to their system, get their basic vetting up to date and coordinate with foster homes to have them picked up for temporary care. Most dogs head to their foster homes within hours of arrival, while the cats and small animals (bunnies, ferrets, guinea pigs, and birds) are kept on-site. They also have an Emotional Support Animal Program for Veterans, called Cody's Heroes. This program allows military veterans to work with a trainer for 12 weeks and then they provide an animal to the veteran at no cost. This program is headed by a Purple Heart Veteran and is designed to support military veterans' emotional needs, all while helping their rescue dogs find a new, loving home.



Ms. Westphall notes that they are a unique animal rescue as they have a veterinary suite with a veterinarian on staff who cares for the medical needs of their animals. They also provide training classes for their fosters, volunteers, and staff members and to the general public on occasion.

The 13,500 sq. ft. building will be used for their office space, which includes the veterinary suite, adoption center space, training space and boarding and storage space. They also plan to fence in an outdoor play area for the dogs on the grassy area south of the existing building, as shown in the cross-hatched area on the site plan labeled as "animal pickup and drop-off area."

The petitioner currently operates their business from 7940 University Avenue, which is a multi-tenant building. They have been in this location since 2005 and have seen significant growth, which is the reason that they were looking for a larger building and a property they could own.

Their business doesn't involve dog daycare or boarding for the general public. The property and building will be used specifically for the petitioner's rescue business needs.

Additional information on the petitioner's business and use is attached in their narrative.

Text Amendment Review

The petitioner is requesting a text amendment to add language to the M-1, Light Industrial zoning district, which would allow a "501c3, non-profit, Animal Rescue Facility" by a special use permit. The City code currently allows this use in our C-2, General Business and C-3, General Shopping zoning districts, with a special use permit. The C-2 and C-3 code doesn't specify an Animal Rescue Facility, but generally fits into the permitted uses of veterinary clinics, animal hospital, public kennels, and obedience school and training services.

Compatibility with the Comprehensive Plan

The Future Land Use Map in the City's 2040 Comprehensive Plan guides the subject property as industrial. Industrial uses typically involve wholesaling, warehousing, manufacturing and/or production. While the proposed use isn't as intensive as many industrial uses in this zoning district, the proposed use would fit and not have any adverse effects within an industrial district.

Compatibility with the Zoning District

The petitioner is seeking to locate the proposed business at 7331 Baker Street, which is zoned M-1, Light Industrial. Of particular importance when considering a text amendment is determining if the proposed use would be consistent with the purpose and intent of the zoning district in which it would become allowable, and whether or not the proposed use would be compatible with other permitted or special uses allowed within the district.

The animal rescue facility use the petitioner is proposing would be consistent with the purpose and intent of the M-1 zoning district, provided specific concerns related to the use are addressed. The petitioner and staff have drafted an ordinance that would allow a "501c3, non-

profit, Animal Rescue Facility" contingent upon approval of a special use permit provided the following conditions are met:

- a) Animal Rescue's shall be inspected and licensed by the Minnesota Board of Animal Health on an annual basis
- b) An eight-foot solid fence must be constructed to enclose outdoor play area for the safety of the animals and the general public
- c) All animals are kept inside overnight for the safety of the animals and the general public
- d) Animal waste is picked up and properly disposed of daily for the safety of the animals and the general public
- e) Animal Rescue use shall comply with and meet all code requirements for noise, odor, and manure removal

Staff has determined that if the above-mentioned conditions can be met, the proposed use would meet the purpose and intent of the comprehensive plan and zoning ordinance, as it wouldn't create any adverse effects beyond what a typically industry may impose.

Special Use Permit Review

Contingent upon the approval of the text amendment to allow a "501c3, non-profit, Animal Rescue Facility"" as a special use in the M-1, Light Industrial zoning district; the petitioner is also seeking a special use permit to allow this use to be located at 7331 Baker Street.

The existing property is 65,340 sq. ft. (1.5 acres) in size and the existing building is approximately 13,500 sq. ft. The petitioner plans to renovate the interior space to better meet their needs. They also plan to paint the exterior of the building and update the landscaping. The current drive aisle and parking areas will be sufficient for their operational needs. Sunday's are their adoption days and will be the day that sees the most traffic, an average of 25-30 people coming in search of a pet. There is sufficient parking available for a weekly event. Staff will require the petitioner to stripe the parking lot to clearly designate the parking stall locations. Training will take place between 6:00-7:30 p.m. Monday through Friday and on Saturdays. They are also proposing to install an 8 ft. vinyl fence in the grass area south of the building. Installing the fence will help manage noise while the dogs are outside.

As part of the approval of the special use permit, the petitioner needs to meet the conditions set forth in the proposed ordinance language above. Those items will be reviewed through the building permit process and will be reviewed and inspected by staff.

City staff has heard from the neighboring property owner to the south. They had general questions about the use, but no concerns after talking to staff.

Recommendations

City Staff recommends approval of this text amendment request.

City Staff also recommends approval of the special use permit request, subject to stipulations.

Stipulations

Staff recommends that if the special use permit are granted, the following stipulations be attached.

- 1. The petitioner shall obtain a building permit prior to interior modifications and fencing.*
- 2. The petitioner shall obtain a sign permit prior to installation of any new signage.*
- 3. The ventilation system needs to be designed so that no odors will spread to the outside air.*
- 4. The exterior of the existing building shall be re-painted within one year of issuance of this special use permit.*