



City Council Meeting

March 11, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

The Fridley City Council (Council) requests that all attendees silence cell phones during the meeting. A paper copy of the Agenda is at the back of the Council Chambers. A paper copy of the entire Agenda packet is at the podium. The Agenda and all related materials may also be found on the City's website at FridleyMN.gov/1564/Agenda-Center.

Pledge of Allegiance

Proclamations/Presentations

Proposed Consent Agenda

The following items are considered to be routine by the Council and will be approved by one motion. There will be no discussion of these items unless a Councilmember requests, at which time that item may be moved to the Regular Agenda.

Meeting Minutes

- [1.](#) Approve the Minutes from the City Council Meeting of February 26, 2024
- [2.](#) Receive the Minutes from the City Council Conference Meeting of February 26, 2024
- [3.](#) Receive the Minutes from the Planning Commission Meeting of February 21, 2024
- [4.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of December 4, 2023
- [5.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of January 2, 2024

Old Business

- [6.](#) Ordinance No. 1419, Creating Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapters Contained Therein
- [7.](#) Ordinance No. 1420, Amending the Fridley City Code Chapter 209, Fees, to Update Parks and Recreation Fees

New Business

- [8.](#) Resolution No. 2024-29, Approving a Water Quality Cost Share Agreement with the Coon Creek Watershed District for the Purchase of a Leaf Vacuum System

- [9.](#) Resolution No. 2024-30, Approving a Grant Agreement with the Minnesota Department of Natural Resources for Shade Tree Management
- [10.](#) Resolution No. 2024-31, Approving the City of Fridley Housing Improvement Area Policy
- [11.](#) Resolution No. 2024-33, Approving the City of Fridley's Emergency Operations Plan (EOP) and Continuity of Operations (COOP)

Claims

- [12.](#) Resolution No. 2024-32, Approving Claims for the Period Ending March 6, 2024

Open Forum

The Open Forum allows the public to address the Council on subjects that are not on the Regular Agenda. The Council may take action, reply, or give direction to staff. Please limit your comments to five minutes or less.

Regular Agenda

The following items are proposed for the Council's consideration. All items will have a presentation from City staff, are discussed, and considered for approval by separate motions.

New Business

- [13.](#) Resolution No. 2024-34, Denying an Interim Use Permit (IUP #24-01) Requested by Amarok, LLC to Allow a 10-Foot-Tall Electric Fence at 4650 Main Street N.E. (Ward 3)

Informal Status Reports

Adjournment

Upon request, accommodation will be provided to allow individuals with disabilities to participate in any City of Fridley services, programs, or activities. Hearing impaired persons who need an interpreter or other persons who require auxiliary aids should contact the City at (763) 572-3450.



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of February 26, 2024

Background

Attached are the minutes from the City Council meeting of February 26, 2024

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of February 26, 2024.

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 City Council Meeting of February 26, 2024

Vision Statement

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



City Council Meeting

February 26, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Pro Tem Ostwald called the City Council Meeting of February 26, 2024, to order at 7:00 p.m.

The Council took a moment of silence in honor of the first responders from Burnsville.

Present

Mayor Pro Tem Dave Ostwald
Councilmember Tom Tillberry
Councilmember Ryan Evanson
Councilmember Ann Bolkcom

Absent

Mayor Scott Lund

Others Present

Walter Wysopal, City Manager
Melissa Moore, City Clerk
Mike Maher, Parks and Recreation Director
Scott Hickok, Community Development Director

Pledge Of Allegiance

Proclamations/Presentations

Approval of Proposed Consent Agenda

Motion made by Councilmember Bolkcom to adopt the proposed Consent Agenda. Seconded by Councilmember Tillberry.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

Approval/Receipt of Minutes

1. Approve the Minutes from the City Council Meeting of February 12, 2024.
2. Receive the Minutes from the Council Conference Meeting of February 12, 2024.

3. Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of December 12, 2023.

New Business

4. Resolution No. 2024-23, Approving Spring Lake Park Softball Association Gambling Permit.
5. Resolution No 2024-24, Approving Gifts, Donations, and Sponsorships Received Between January 13, 2024 and February 14, 2024.
6. Resolution No. 2024-28, Approving the City of Fridley Data Practices Policy.

Licenses

7. Resolution No. 2024-27, Approving Food/Gas/Tobacco License for Capl Retail, LLC, 7600 University Avenue.

Claims

8. Resolution No. 2024-25 Approving Claims for the Period Ending February 21, 2024.

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 Tillberry to adopt the regular agenda. Seconded by Councilmember Evanson.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

Regular Agenda

Public Hearing(s)

9. Ordinance No. 1419, Public Hearing and First Reading to Create Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapters Contained Therein

Motion made by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Tillberry.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

Melissa Moore, City Clerk, provided background information on the recodification process which began in 2021 and is anticipated to be completed in 2025. She reviewed the proposed update which

would create Title No. 5, the draft chapters within related to lands and buildings, the chapters proposed to be repealed and reviewed the anticipated next steps.

Councilmember Bolkcom thanked Ms. Moore and her staff, noting that the updates to the code make things much more streamlined and easier to understand.

Councilmember Evanson referenced the elimination of licensing for contractors and appreciated those steps as they assist in making things more affordable for the public.

There were no comments from the public.

Motion made by Councilmember Tillberry to close the public hearing. Seconded by Councilmember Bolkcom.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

Motion made by Councilmember Bolkcom to approve the first reading of Ordinance No. 1419 to create Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapter Contained therein. Seconded by Councilmember Tillberry.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

New Business

10. Resolution No. 2024-26, Approving Springbrook Nature Center Foundation Gambling Permit

Wally Wysopal, City Manager, noted that this item would typically be on the Consent Agenda, but Councilmember Tillberry will be abstaining as his wife runs the Springbrook Nature Center Foundation.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2024-26, Approving Springbrook Nature Center Foundation Gambling Permit. Seconded by Councilmember Evanson.

Upon a voice vote, Mayor Pro Tem Ostwald, Councilmember Evanson, and Councilmember Bolkcom voting aye and Councilmember Tillberry abstaining, Mayor Pro Tem Ostwald declared the motion carried unanimously.

11. Ordinance No. 1420, Amending the Fridley City Code Chapter 209, Fees, to Update Parks and Recreation Fees (First Reading)

Mike Maher, Parks and Recreation Director, reviewed the proposed fee adjustments related to athletic fields and courts, park shelters and facilities, and Moore Lake community building proposed fee structure. He confirmed that there is a lot of excitement and interest in the new Moore Lake community building. He anticipated that the rentals would open within two weeks with community rentals beginning in early April.

A resident from the audience asked for details on renting a room in the new Moore Lake building.

Mr. Maher commented that staff is finalizing the policy document that would detail those duties but explained that the staff person would be available to assist with the setup of the space, connection to the audio/visual system, among other things. He stated that the purpose is to ensure that the event runs smoothly. He provided details on the cleanup that would be required by renters and confirmed that renters would be able to tour the facility prior to confirming a reservation for the space.

Motion made by Councilmember Bolkcom to approve the first reading of Ordinance No. 1420, amending the Fridley City Code Chapter 209, Fees, to update Parks and Recreation fees. Seconded by Councilmember Tillberry.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously.

Informal Status Reports

Councilmember Evanson noted the official grand opening of Moore Lake Park, is scheduled for Saturday, June 1 at 11 a.m.

Adjourn

Motion made by Councilmember Evanson to adjourn. Seconded by Councilmember Tillberry.

Upon a voice vote, all voting aye, Mayor Pro Tem Ostwald declared the motion carried unanimously and the meeting adjourned at 7:31 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Roberta S. Collins, Assistant to the City Manager

Title

Receive the Minutes from the City Council Conference Meeting of February 26, 2024

Background

Attached are the minutes from the City Council conference meeting of February 26, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of February 26, 2024.

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 City Council Conference Meeting of February 26, 2024.

Vision Statement

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



Council Conference Meeting

February 26, 2024

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

Present: Mayor Scott Lund (Remotely)
Councilmember Dave Ostwald
Councilmember Ryan Evanson
Councilmember Tom Tillberry
Councilmember Ann Bolkcom

Others Present: Walter Wysopal, City Manager
Joe Starks, Finance Director
Jim Kosluchar, Public Works Director
Ryan George, Public Safety Director
Melissa Moore, City Clerk
Lieutenant Andrew Todd
Brandon Brodhag, Assistant City Engineer
Paul Bolin, Assistant Executive Director of the HRA
Carl Lind, Graduate Engineer

Items for Discussion

1. Proposed Housing Improvement Area (HIA) Policy

Joe Starks, Finance Director, and Paul Bolin, Assistant Executive Director of the Housing and Redevelopment Authority, and Melissa Moore, City Clerk, presented recommendations for revisions to the current HIA policy. This item will be on the consent agenda for the March 11, 2024, City Council meeting.

2. Emergency Operations Plan (EOP) and Continuity of Operations (COOP) Updates.

Ryan George, Public Safety Director, and Lieutenant Andrew Todd presented proposed changes to the EOP and COOP. This item will be on the consent agenda for the March 11, 2024, City Council meeting.

3. 2024 Street Rehabilitation Project No. ST2024-01 (Channel Road Traffic Calming Options).

Brandon Brodhag, Assistant City Engineer, presented the findings from the neighborhood meetings and the potential options for traffic calming on Channel Road.

4. 2024 Public Safety Update.

Ryan George, Public Safety Director, provided an update on the Public Safety Department.



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the Minutes from the Planning Commission Meeting of February 21, 2024

Background

Attached are the minutes from the February 21, 2024 Planning Commission meeting.

Financial Impact

None

Recommendation

Staff recommend the City Council receive the February 21, 2024 Planning Commission minutes.

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

- February 21, 2024 Planning Commission Minutes

Vision Statement

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



Planning Commission

February 21, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Chair Hansen called the Planning Commission Meeting to order at 7:00 p.m.

Present

Pete Borman
 Aaron Brom
 Mark Hansen
 Mike Heuchert
 Aaron Klemz
 Ross Meisner

Absent

John Buyse II

Others Present

Nancy Abts, Associate Planner
 Stacy Stromberg, Planning Manager

Approval of Meeting Minutes

1. Approve November 15, 2023, Planning Commission Minutes

Motion by Commissioner Borman to approve the minutes. Seconded by Commissioner Meisner.

Upon a voice vote, all voting aye, Chair Hansen declared the motion carried unanimously.

Public Hearing

2. Public Hearing to Consider Interim Use Permit, IUP #24-01, to Allow an Electric Security Fence Use at 4650 Main Street NE

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

Upon a voice vote, all voting aye, Chair Hansen declared the motion carried unanimously and the public hearing was opened at 7:02 p.m.

Nancy Abts, Associate Planner, presented a request for an Interim Use Permit (IUP), from Amarok on behalf of Electric Motor Supply Company, to allow a ten-foot tall low-voltage electric security fence at 4650 Main Street NE. She stated that a similar request was considered in November for Copart located at 3737 East River Road, and approved by the City Council in December. She reviewed the site description and some history of the property as well as surrounding property uses. She explained the differences between this site and the Copart site noting that the proposed fence in this case would be visible from adjacent residential properties. She stated that the current chain-link fence along the railyard is overgrown with vegetation, vulnerable to being cut and shorter than the maximum height allowed. She reviewed the IUP criteria for consideration and noted that this request would not meet two of the criteria and therefore staff recommends denial of the IUP as the interim use would affect the surrounding neighborhood character and the reason to terminate the interim use is unclear.

Commissioner Klemz asked and received confirmation that Amarok was also the applicant for the Copart request. He asked if this were approved, would the only IUPs in Fridley be for electric fences.

Ms. Abts confirmed that would be correct.

Commissioner Borman asked if a timeline for the use was not established.

Michael Pate, Amarok Security, explained how Amarok runs its low-voltage electric fences using solar power and how that links to the security system. He stated that this installation is over 300 feet from the sidewalk/trail and could not be seen. He stated that the warning signs would be placed every 30 feet and would not be visible from the sidewalk. He stated that he would be fine with including an end date, as the equipment would be removed if the business were to leave the site. He commented that the Copart fence was not noticed for over 30 years.

Commissioner Meisner asked if the electric fence would be installed inside a perimeter fence.

Mr. Pate confirmed that the electric fence would be contained inside the perimeter fence as required by the institute standards.

Chair Hansen noted that the graphic in the presentation showed a distance close to the trail and asked for clarification. Commissioner Meisner noted that the site plan diagram shows clear representation of where the fence is proposed.

Brett Bullock, business and building owner, provided clarification on the proposed fence location, noting that it would not be on the side of the property near the sidewalk/trail.

Commissioner Meisner asked how the electric fence would do its job. Mr. Pate explained that the electric fence is a bit higher than the perimeter fence and provided additional details on how that electric fence would be a barrier.

Commissioner Klemz asked staff for clarification on an IUP and its intended use.

Ms. Abts replied that an IUP is intended to allow a use, temporarily, that is presently acceptable but would not be with future development or use of the site.

Chair Hansen referenced the photos showing sections of the current fence in disrepair and asked if those would be addressed.

Ted White, Operations Manager for the business, commented that they have had issues with people trespassing into their yard for as long as he has worked there, which was 2008. He stated that he calls the Police Department three to five times per year and half the time the Police catch individuals attempting to steal from the yard. He stated that he has been investigating options to deter this theft, explaining that the thieves are taking parts of the electrical equipment that can be scrapped which leaves the equipment unusable and cannot be sold. He stated that this equipment ranges in price from \$25,000 to \$100,000. He stated that he has reviewed replacement of the chain-link fence, but the thieves are cutting the fence and will continue to do so even with a new fence of that type. He stated that in his research he found Amarok and that does seem like a good plan for mitigation. He stated that they would be clearing the overgrown vegetation before the Amarok fence is installed. Mr. Pate clarified that the Amarok fence would not work properly if there is vegetation on the fence and therefore, they keep that area clean.

Chair Hansen asked if a privacy screen could be added to the chain link. Mr. Pate confirmed that the perimeter fence could have the privacy screen without impacting his fence.

Mr. Bullock commented that he has owned the building since 2003 and has come to the City for any permits that he requires. He commented that he donates to the Police Department and donated the land for the trail and therefore is a good community member. He stated that they are not linked to Copart and found out about Amarok because of their online research. He stated that the Police Department is phenomenal and City staff has always been great to work with.

Commissioner Meisner recognized that the property is having a problem with security at this location. He noted the staff recommendation for denial and asked the alternatives that have been discussed to resolve this issue with security on the property.

Mr. Bullock commented that he has worked with the Police Department over the years and was part of a pilot program but was then told that the issue was too big, and he would need to find the solution himself.

Commissioner Borman commented that an IUP is intended to be a short-term fix and asked what the long-term fix would be. Mr. Bullock commented that he cannot control the attempted thefts and has been told that the Police cannot control that either, which led to this solution. He stated that perhaps

a five-year period is allowed to try this out. He commented that the City and its Police are great, but the railyard is a problem because of the theft activity. He clarified that the railroad will only allow them to trim and maintain their side of the fence line and will not allow that activity on the other side of the fence.

Chair Hansen asked and received clarification that the issues are only on the railway side of the property. He asked if the electrified fence would need to be around the building or whether it could just be near the railway.

Mr. Pate commented that would be similar to locking only the back door and not the front door of a building, as thieves would simply enter from the portion that is not electrified.

Stacy Stromberg, Planning Manager, commented that since this application was received staff met with the Police Department and an Officer took staff onsite to view the property from the railroad side. He stated that the Officer mentioned that he was willing to do a security assessment with the property owner, as the six-foot chain-link fence is the only deterrent to theft. She reviewed some other measures that could be considered to deter theft such as a taller fence, lighting, cameras, opaque fencing.

Mr. White commented that he does have a full camera security system at the site and has installed spotlights. He was unsure how making the fence taller would help as the thieves are cutting the fence, not going over it.

Chair Hansen asked if there was data on similar properties in this area that experience issues with theft. Ms. Stromberg commented that there are industries along the corridor with outdoor storage but was not aware of similar incidents. She noted that those businesses have better screening from the railway which perhaps has deterred issues of theft on those properties.

Mr. Bullock commented that part of the issue is that their equipment has copper, which is a target for thieves.

Commissioner Brom asked if the City is concerned with children interacting with the fence.

Mr. Pate provided details on the level of shock that would be provided from the fence. He noted that the shock will not harm someone, but it will deter theft. He also noted the difficulties in attempting to work with the railroad, explaining that the solution must be on the subject property.

Ms. Stromberg commented that staff received an email from Burlington Northern this afternoon with some questions/concerns about the request, but she has not yet had time to respond to that email.

Motion by Commissioner Meisner, to close the public hearing. Seconded by Commissioner Borman.

Upon a voice vote, all voting aye, Chair Hansen declared the motion carried unanimously and the public hearing was closed at 7:42 p.m.

Commissioner Klemz stated that it does not seem that either of the IUPs considered would meet the temporary use criteria. He recognized that during the review of the last electric fence request there was discussion on whether that would set precedent and here is another request. He stated that it would seem clear that a text amendment would be the better path rather than continuing to use the IUP tool. He noted that the Copart site was very unique in that it was bordered on all sides by industrial property and no residential property nearby. He stated that he supported the Copart request because of its unique use and location but believed that the Council should consider a text amendment related to electric fences and determine whether they should be allowed or not. He stated that if approved as a use, specific criteria could be developed. He stated that he will not be supporting the request as he believes the text amendment path should be considered.

Commissioner Borman also agreed that this is not an appropriate interim use, although he recognized the concerns for safety that the property is experiencing.

Commissioner Meisner stated that he did not get the impression that interim meant short-term. He stated that if an end time were specified, such as the business no longer operating, the IUP would terminate. He did not see an issue with visual concerns given the distance from the property line. He asked if Public Safety had concern with the electric fence or merely offered to complete an assessment. Ms. Abts replied that from a safety perspective, Public Safety does not have concerns with the proposed fence. Commissioner Meisner commented that the concerns supporting denial are mitigatable. He agreed that a text amendment could be considered going forward. He noted that this case and the previous Copart case are completely separate and should not be lumped together as the only commonality is the electric fence component.

Commissioner Heuchert stated that his concern would be that there are other alternatives that could be considered before approving this request. Commissioner Meisner stated that if the City does not have a problem with electric fences in terms of safety, and that is a viable solution for the petitioner, he does not see a problem with the request. He stated that he would not want the City or Commission to second guess how a business manages the security of its site.

Commissioner Klemz stated that it was clear in November that there were sites that would not be appropriate for an electric fence and therefore believes there should be a more comprehensive approach, via a text amendment as that would provide specific criteria for such requests. Commissioner Meisner agreed that request could still be made for a text amendment, independent of this request. Commissioner Klemz stated that he would be denying the request as he would prefer to consider requests under a set of standards rather than continuing to review and approve on an ad-hoc basis.

Chair Hansen stated that he would also lean towards following the staff recommendation. He stated that the Copart location was unique, and he would not want to see electric fences all down the Main Street corridor or near residential. He stated that the Commission makes a recommendation, and the City Council will make the final determination.

Motion by Commissioner Borman recommend denial of the Interim Use Permit, #24-1. Seconded by Commissioner Klemz.

Upon a voice vote, five votes in favor and one vote opposed (Meisner opposed), Chair Hansen declared the motion carried unanimously.

Other Business

Ms. Abts noted that typically there is an election of a Vice-Chair at the February meeting, but it was not placed on the agenda in error.

Chair Hansen asked for nominations for the position of Vice-Chair.

Commissioner Heuchert nominated Commissioner Klemz. Commissioner Klemz declined the nomination noting that he already serves as the Chair of another Commission.

Commissioner Meisner commented that he would consider the Vice-Chair role.

Motion by Commissioner Meisner to elect Ross Meisner as Vice Chair of the Planning Commission for 2024. Seconded by Commissioner Brom.

Upon a voice vote, all voting aye, Chair Hansen declared the motion carried unanimously.

Ms. Stromberg commented that the March meeting has been canceled and noted an upcoming workshop in April.

Adjournment

Motion by Commissioner Brom to adjourn the meeting. Seconded by Commissioner Borman.

Upon a voice vote, all voting aye, Chair Hansen declared the motion carried unanimously and the meeting adjourned at 8:05 p.m.

Respectfully submitted,
Amanda Staple, Recording Secretary



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Mike Maher, Director of Parks and Recreation

Title

Receive the Minutes from the Parks and Recreation Commission Meeting of December 4, 2023

Background

Attached are the minutes from the Parks and Recreation Commission meeting of December 4, 2023.

Financial Impact

None.

Recommendation

Staff recommend the Council receive the minutes from the Parks and Recreation Commission meeting of December 4, 2023.

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 Parks and Recreation Commission of December 4, 2023

Vision Statement

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



Park Commission Meeting

December 4, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes*

***Due to a technical difficulty, the audio recording of this meeting was not captured and are based on notes taken during the meeting by Mike Maher, Parks and Recreation Director.**

Call to Order

Chair Borman called the Parks and Recreation Commission meeting to order at 7:00 p.m.

Present

Luke Cardona
 EB Graham
 Peter Borman
 Suad Maow
 Tim Kirk
 Ken Schultz
 Mike Maher, Parks and Recreation Director

Approve Parks & Recreation Commission Agenda for December 4, 2023

A Motion was made and seconded to approve the December 4, 2023 meeting agenda. The motion passed unanimously.

Approve Parks & Recreation Commission Minutes for November 6, 2023

Motion made and seconded to approve the November 6, 2023 meeting minutes. The motion passed unanimously.

New Business

1. 2024 Neighborhood Park Playground Designs for Edgewater Gardens, Logan and Plymouth Square Parks

Parks and Recreation Director Mike Maher stated that updated designs have been received by vendors based on initial concepts presented at neighborhood meetings and recommendations from the Parks and Recreation Commission.

The Commission reviewed the designs and asked several clarifying questions about vendor selection for the playground designs and playground budgets.

Mr. Maher stated that vendor selections will be based on designs but also a positive track record with the City delivering projects in a timely manner. Mr. Maher further stated that staff are working to see savings in park projects on engineering and site work so that the overall project can stay within budget while accommodating some playground additions requested by residents.

A motion was made and seconded to endorse the refined playground designs for Edgewater Gardens Park, Logan Park, and Plymouth Square Park. The motion passed unanimously.

2. Moore Lake Community Building Rental Fees and Policies Review

Mr. Maher commented that a proposed fee structure for the Moore Lake Community Building has been developed for review by the Commission. The building capacity is 72 individuals seated and suggested hours of operation are daily from 9:00 am to 9:00 pm with limited availability on holidays.

Mr. Maher detailed that rental reservations would be made in half-day or full-day increments with full day rentals being the only option on Fridays, Saturdays and Sundays. A resident rate of \$150 for half-day rentals and \$250 for full-day rentals is proposed with a non-resident rate of \$225 for half-day rentals and \$400 for full-day rentals. Staff support would be an add-on at \$25 per hour with a two-hour minimum. A \$200 damage and code of conduct deposit will be required.

Mr. Maher provided an overview of additional operational guidelines such as building access, set-up, cleaning and cancellation policies.

The Commission

Motion was made and seconded by the Commission to endorse the fees and guidelines presented in the Moore Lake Community Building Fees and Guidelines Document. The motion passed unanimously.

3. Facility and Shelter Rental Rates Proposed Fees

Mr. Maher stated Overall goal is to incorporate new assets and to align pricing into fewer categories for streamlined user experience.

The large shelters at Locke Park and Springbrook PAC proposed fee: \$170 resident, \$250 non-resident (was same for weekday/weekend for Locke and was \$130/\$250 for SNC)

Standard shelters with capacity of 50 would have a proposed fee: \$80 resident, \$120 resident (Currently \$65/\$100) (SNC open air, Moore Lake, Commons, Flanery)

Springbrook classroom proposed rate: \$40/hr resident, \$65/hr non-resident (Currently \$30/\$50)

Moore Lake Community Building proposed rates: \$150 half-day, \$250 full-day resident and \$225 half-day, \$400 full-day non-resident

Cancellation policy is same across all rentals and non-profit rate is same as resident.

The Commission

A motion was made and seconded to endorse the fee structure presented in the proposed park system rental rates document to be effective January 1, 2024. The motion passed unanimously.

Old Business

Staff Reports

4. Springbrook Nature Center Report

Mr. Maher commented on the completion of recent grant funded projects including a fireplace addition to the pavilion and an interactive stream lab adjacent to the nature-based play area. Mr. Maher further stated that the City's annual Winterfest celebration would be held at the nature center on Saturday, January 20th.

The Commission accepted Mr. Maher's report.

5. Fridley Parks and Recreation Division Report

Mr. Maher stated that a successful Turkey Fun event was held at Springbrook Nature Center through partnership with Parks and Recreation staff and a sponsorship by the Fridley Lions. 200 individuals enjoyed the event. Mr. Maher directed the Commission to view the detailed program enrollment numbers in the written report.

The Commission accepted Mr. Maher's report.

6. Park Maintenance and Construction Report

Mr. Maher stated that park maintenance staff were preparing winter park features such as sledding and skating facilities and had been working to install signage and amenities at Locke Park. Mr. Maher shared updated photos and progress of the Moore Lake Park construction project.

The Commission accepted Mr. Maher's report.

Adjournment

Prior to adjournment, the Commission discussed a desire to tour the Moore Lake Community Building as a work session meeting on Tuesday, January 2nd at 6:00 pm.

A motion was made and seconded to adjourn the meeting. The motion was passed unanimously to adjourn the meeting at 8:24 p.m.

Respectfully submitted,

Mike Maher
Parks and Recreation Director



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Mike Maher, Director of Parks and Recreation

Title

Receive the Minutes from the Parks and Recreation Commission Meeting of January 2, 2024

Background

Attached are the minutes from the Parks and Recreation Commission meeting of January 2, 2024.

Financial Impact

None.

Recommendation

Staff recommend the Council receive the minutes from the Parks and Recreation Commission meeting of January 2, 2024.

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 Parks and Recreation Commission of January 2, 2024

Vision Statement

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



Park Commission Meeting (Park Tour)

January 2, 2024

6:00 PM

Moore Lake Park, 5890 Central Ave NE

Minutes*

***The meeting was a tour held at Moore Lake Park. No action was taken by the Commission as the tour was informational only.**

Call to Order

The Moore Lake Park tour began at 6:02 pm.

Present

Luke Cardona

EB Graham

Peter Borman

Suad Maow

Ken Schultz

Don Whalen

Mike Maher, Parks and Recreation Director

Adjournment

The Moore Lake Park tour concluded at 6:50 p.m.

Respectfully submitted,

Mike Maher

Parks and Recreation Director



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council Meeting

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Ordinance No. 1419, Creating Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapters Contained Therein

Background

Pursuant to Minnesota Statute (M.S.) § 415.02 and Fridley City Charter (Charter) § 1.02, the Fridley City Council (Council) may codify and publish ordinances that carry the force and effect of law for the City of Fridley (City), which may be arranged as the Fridley City Code (Code). In 2021 the Fridley City Council adopted Resolution No. 2021-67 formally authorizing recodification.

On February 26, 2024, the Council conducted a public hearing and first reading of Ordinance No. 1419. Prior to the public hearing staff received no questions or comments regarding the ordinance. At that meeting no members of the public attended. The Council had no questions of staff and unanimously approved the first reading.

If the Council approves the second reading of the ordinance, a summary of the ordinance will be published in the City's Official Publication on March 14. The updated Code will become effective March 29.

Financial Impact

None.

Recommendation

Staff recommend approval of the second reading and adoption of Ordinance No. 1419, Creating Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapters Contained Therein.

Staff recommend approval of a summary of Ordinance No. 1419 to be published in the Official Publication.

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

- Ordinance No. 1419
- Summary Ordinance No. 1419

Vision Statement

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

Ordinance No. 1419

Creating Title No. 5 (Lands and Buildings) of the Fridley City Code and the Chapters Contained Therein

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

Section 1

That the Fridley City Code Chapter 206, Building Code, be hereby amended as follows:

Fridley City Code
Chapter ~~206~~500. Building Code

500.01 Purpose

This Chapter of the Fridley City Code (Code) establishes minimum building and construction requirements to safeguard the health, safety and welfare of properties and property owners within the City of Fridley (City).

500.02 Definitions

Building Official: designation by the Council to a City employee who is granted administrative authority for Code administration. The City's Building Official must be certified pursuant to Minnesota Statute (M.S.) § 326B.133, and hold experience in design, construction and supervision related to building construction requirements.

State Building Code: standards applied statewide for the construction, reconstruction, alteration and repair of buildings and other structures. The State Building Code governs the construction, reconstruction, alteration, repair, and use of buildings and other structures. The State Building Code provides basic and uniform performance standards, establishes reasonable safeguards for the health, safety, welfare, comfort, and security of residents and provides for the use of modern methods, devices, materials, and techniques.

~~206.01:~~500.03 Building Code Adoption of State Law

1. ~~Codes Adopted by Reference. The Pursuant to M.S. 326B, the City hereby adopts the Minnesota State Building Code, as adopted by the Commissioner of Labor and Industry pursuant to Minnesota Statutes chapter 326B, including all of the amendments, rules, and regulations established therein, adopted and published from time to time by the Minnesota Commissioner of Labor and Industry, through the Building Codes and Standards Unit, is hereby adopted by reference with the exception of the optional chapters, unless specifically adopted in this~~

~~Chapter ordinance. The Minnesota State Building Code is hereby incorporated in this Chapter ordinance as if fully set out herein.~~

~~2. Application, Administration and Enforcement. The application, administration, and enforcement of the code shall be in accordance with Minnesota State Building Code. The code shall be enforced within the extraterritorial limits permitted by Minnesota Statutes, 326B.121, Subd. 2(d), when so established by this ordinance.~~

~~2. The code enforcement agency authority of the City is municipality is called the City of Fridley Building Code Enforcement Office, designated to the City's Building Official. This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code in accordance with Minnesota Statutes 326B.133, Subdivision 1.~~

~~3. Permits and Fees. The issuance of building permits and the collection of fees shall be as is authorized in Minnesota Rules Chapter 1300. Permit fees shall will be assessed for work governed by this Chapter code in accordance with the fee schedule adopted by the municipality in City Code Chapter 11. In addition, a surcharge fee shall will be collected on all permits issued for work governed by this Chapter code in accordance with Minnesota Statutes M.S. § 326B.148.~~

~~4. Violations and Penalties. A violation of the code Code is a misdemeanor pursuant to Minnesota Statutes M.S. § 326B.082, Subd. 16.~~

~~5. Building Code Optional Chapters. The Minnesota State Building Code, Chapter 1300 allows the City to adopt by reference and enforce certain optional chapters of the most current edition of the Minnesota State Building Code. Chapter 1306, Special Fire Protection Systems is hereby adopted by the City and incorporated as part of the Code.~~

~~The following optional provisions identified in the most current edition of the State Building Code are hereby adopted and incorporated as part of the building code for the City:~~

~~1. Chapter 1306, Special Fire Protection Systems~~

~~206.02:500.04 Conflicts~~

~~In the event of any conflict between the provisions of this Code adopted by the provisions of this Chapter and applicable provisions of State law, rules or regulations, the latter shall more restrictive will prevail.~~

~~206.03:500.05 Building Permits and Fees~~

~~1. Building Permits must be obtained by every person engaging in the following businesses or work in accordance with the applicable provisions of the Code:~~

(a) General contractors in the business of nonresidential building construction and residential contractors with an exempt card from the State.

(b) Masonry and brick work.

(c) Roofing.

(d) Plastering, stucco work, or sheetrock taping.

(e) Heating, ventilation, and refrigeration.

(f) Gas piping, gas services, or gas equipment installation.

(g) Oil heating and piping work.

(h) Excavations, including excavation for footings, basements, sewer, and water line installations.

(i) Wrecking of buildings.

(j) Sign erection, construction, and repair, including billboards and electrical signs.

(k) Blacktopping and asphalt work.

(l) Chimney sweeps.

(m) Sanitary Sewer Service Cleaners.

~~1.2. The issuance of permits~~Building Permits~~, and collection of fees shall be as authorized in by Minnesota Statute 16B.62 subdivision 1.M.S. § 326B.121.~~

~~2.Violations and Penalties. A violation of the code is a misdemeanor. (Minnesota Statute 16B.69) and Minnesota Rules Chapter 1300.~~

~~3.The fee schedules shall be as follows:~~

~~A.Plan Review Fees:~~

~~(1) — 3. When a plan or other data are submitted for review, the plan review fee shall be~~is ~~65% of the building permit~~Building Permit ~~fee.~~

~~(2) — 4. Where plans are incorporated or changed so as to require additional plan review, an additional plan review fee shall~~may ~~be charged.~~

(3) — 5. Applications for which no ~~permit~~ Building Permits is issued within 180 days following the date of application ~~shall~~ will expire by limitation and any plans and other data submitted for review may thereafter be returned or destroyed. The ~~B~~uilding ~~O~~fficial may extend the time for action upon request of by the applicant once for a period not exceeding 180 days, upon request by the applicant.

6. ~~Permit and Plan Review Refund Policy.~~ The Building Official may authorize the refunding of any fee hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80% of the ~~permit~~ Building Permit fee paid when no work has been done under a ~~permit~~ Building Permit issued in accordance with this ~~code~~ Code. The Building Official may authorize refunding of not more than 80% of the plan review fee paid when an application for a ~~permit~~ Building Permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done. The Building Official ~~shall~~ may not authorize refunding of any fee paid except on written applications filed by the original permittee not later than 180 days after the date of the fee payment. (Ref 1190)

7. Any building contractor applying for a Building Permit to work in the City must comply with the provisions of the Code, submit evidence of holding public liability insurance of at least \$500,000 per occurrence, have a certificates of workers' compensation insurance as required by State Law and if applicable, list a Minnesota State Tax Identification number.

8. A Building Permit granted to a general contractor under this Section will include the right to perform all of the work included in the general contract. Such license must include any or all of the persons performing the work which is classified and listed in this Code, providing that each person performing such work is in the regular employ of the general contractor, and qualified under State law and the provisions of this Code to perform such work. In these cases, the general contractor will be responsible for all of the work so performed. Subcontractors on any work must be required to comply with the Sections of this Code pertaining to all requirements for their work.

9. The City has the power to suspend or revoke the Building Permit of any person under the regulations of this Chapter whose work is found to be improper or defective or so unsafe as to jeopardize life or property.

10. When a Building Permit issued under this Chapter is suspended, the period of suspension will be no less than 30 days and no more than one year.

11. When any person holding a Building Permit has violated the provisions of this Code a second time within one calendar year, the Building Official will revoke the Building Permit issued. Such person may not apply for a new license for a period of one calendar year following the revocation.

12. The owner of any single-family property may obtain a Building Permit and perform work on property which the owner occupies so long as the work is in accordance with the Code.

13. All licensed rental properties in the City must obtain a Building Permit for any work on property which the rental license holder owns.

14. Assumption of Liability. This Section may not be construed to affect the responsibility or liability of any party owning, operating, controlling, or installing the above-described work for damages to persons or property caused by any defect therein. The City may not be held liable by reason of the permitted persons, firms or, corporations engaged in such work.

~~B. Building Permit Fees. (Ref. 901)~~

TOTAL VALUATION	FEE
\$1.00 TO \$500	\$23.50
\$501 TO \$2000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$25,000	\$69.25 for the first \$2000 plus \$14 for each additional \$100 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof.

~~Other Inspections and Fees:~~

Inspections outside of normal business hours (minimum charge — two hours)	\$50 per hour
Re-inspection fees assessed under provisions of Section 108	\$50 per hour
Inspections for which no fee is specifically indicated (minimum charge — one half hour)	\$50 per hour
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge — one half hour) *Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.	\$50 per hour
For use of outside consultants for plan checking and inspections, or both	Actual — Costs — which — include administrative and overhead costs
Residential Mobile Home Installation	\$100

Surcharge on Residential Building Permits.	A surcharge of \$5 shall be added to the permit fee charged for each residential building permit that requires a state licensed residential contract.
--	---

C. Plumbing Permit Fees.

Fixture	FEE
Minimum Fee per MN Statute 16B.60, Subd. 3	\$15 or 5% of cost of improvement, whichever is greater
Each fixture	\$10
Old opening, new fixture	\$10
Beer Dispenser	\$10
Blow Off Basin	\$10
Catch Basin	\$10
Rain Water Leader	\$10
Sump or Receiving Tank	\$10
Water Treating Appliance	\$35
Water Heater Electric	\$35
Water Heater Gas	\$35
Backflow Preventer	\$15
OTHER	Commercial 1.25% of value of fixture or appliance

Other Inspections and Fees:

Inspections outside of normal business hours (minimum charge — two hours)	\$50 per hour
Re-inspection fees assessed under provisions of Section 108	\$50 per hour
Inspections for which no fee is specifically indicated (minimum charge — one half hour)	\$50 per hour
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge — one half hour)	\$50 per hour
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	
For use of outside consultants for plan checking and inspections, or both	Actual Cost including administrative and overhead costs

D. Mechanical Permit Fees.

FEE

(1) Residential minimum fee per MN Statute 16B.60, Subd. 3	\$15 or 5% of cost of improvement, whichever is greater
—Furnace	\$35
—Gas Range	\$10
—Gas Piping	\$10
—Air Conditioning	\$25
—OTHER	1% of value of appliance
(2) Commercial minimum fee	\$35
—All work	1.25% of value of appliance

~~Other Inspections and Fees:~~

Inspections outside of normal business hours (minimum charge—two hours)	\$50 per hour
Re-inspection fees assessed under provisions of Section 108	\$50 per hour
Inspections for which no fee is specifically indicated (minimum charge—one half hour)	\$50 per hour
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge—one half hour)	\$50 per hour
*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	
For use of outside consultants for plan checking and inspections, or both	Actual Cost including administrative and overhead costs

~~E. Electrical Permit Fees.~~

~~(1) Property Owner Electrical Inspection Fees~~

New Home or Associated Structure	
New Dwelling Service/Power Supply	0-400 ampere \$35 401-800 ampere \$60
New Dwelling Feeders/Circuits	Up to 30 Feeders/Circuits \$100 More than 30 Feeders/Circuits or up to 200 (in addition to the above) \$6 each
Detached Garage or Other Associated Structure	
New Service/Power Supply	0-400 ampere \$35
New Feeders/Circuits	\$6 each

	Total (the fee calculated above or \$35 multiplied by the number of required inspection trips, whichever is greater)
Existing Home/Structure Remodel or Addition	
New Service/Power Supply	0-400 ampere \$35 401-800 ampere \$60 Up to 15 Feeders/Circuits \$6 Each
New Feeders/Circuits	16-30 Feeders/Circuits \$100 More than 30 Feeders/Circuits up to 200 \$6 Each
Reconnected Feeders/Circuits	Feeders/Circuits \$2 Each
Existing Detached Garage or other Associate Structure	
New Service/Power Supply	0-400 ampere \$35
New Feeders/Circuits	\$6 Each
Reconnected Feeders/Circuits	\$2 Each
	Total (the fee calculated above or \$35 multiplied by the number of required inspection trips, whichever is greater)

(2) Contractor Electrical Inspection Fee for Single Family Dwelling/Associated Structure

New Home or Associated Structure	
New Dwelling Service/Power Supply	0-400 ampere \$35 401-800 ampere \$60
New Dwelling Feeders/Circuits	Up to 30 Feeders/Circuits \$100 More than 30 up to 200 (in addition to the above) \$6 each
Detached Garage or Other Associated Structure	
New Service/Power Supply	0-400 ampere \$35
New Feeders/Circuits	\$6 each
	Total (the fee calculated above or \$35 multiplied by the number of required inspection trips, whichever is greater)

Existing Home/Structure Remodel or Addition	
New Service/Power Supply	0-400 ampere \$35 401-800 ampere \$60
New Feeders/Circuits	Up to 15 Feeders/Circuits \$6 Each 16-30 Feeders/Circuits \$100 More than 30 Feeders/Circuits up to 200 \$6 Each
Reconnected Feeders/Circuits	Feeders/Circuits \$2 Each

Existing Detached Garage or other Associate Structure	
New Service/Power Supply	0-400 ampere \$35
New Feeders/Circuits	\$6 Each
Reconnected Feeders/Circuits	\$2 Each
	Total (the fee calculated above or \$35 multiplied by the number of required inspection trips, whichever is greater)

(3) Contractor Electrical Inspection Fee for Multi-Family Dwelling/Commercial Structure

Service/Power Supply	0-400 ampere \$35 401-800 ampere \$60 Above 800 ampere \$100
Feeders/Circuits	Up to 200 A \$6 Each Above 200 A \$15 Each
Reconnected Feeders/Circuits	\$2 Each
Manufactured Home Park Lot Supply	\$35 Each
Recreational Vehicle Site Supply Equipment	\$6 Each (for circuits originating in the Equipment)
Street, Parking Lot, Lighting Standard	\$5 Each
Transformers	Up to 10 kva \$15 Each Over 10 kva \$30 Each
Electric Signs and Outline Lighting —Transformer/power supply	\$5 Each
Technology System Devices	75¢ Each
Separate Bonding Inspections for Swimming Pools and Equipotential Planes	\$35 Each
Center Pivot Irrigation Booms —Electrical Drive Unit	\$35 Each \$5 Each
Luminaire Retrofit Modifications	25¢ Each
Concrete-Encased Electrode Inspection	\$35 Each
Investigative Fee	\$70 OR Total inspection fee, whichever is greater up to \$1,000
Special Inspection fee	\$80 Per Hour Plus the number of miles at the current IRS mileage rate
Over 600 Volts	Add the combined service/power supply and feeder/circuit fee to result in double the regular fee (does not apply to electric sign and outline lighting)

New Multi-Family Dwellings -- Feeders/Circuits	Up to 20, \$70 Each Above over 20 <u>as</u> allowed per unit, \$6 Each
Total	The fee calculated above or \$35 multiplied by the number of required inspection trips, whichever is greater)

F. ~~Moving of Dwelling or Building Fee.~~

The permit fee for the moving of a dwelling or building shall be in accordance with the following schedule:

For Principle Building into City	\$300
For Accessory Building into City	\$42
For moving any building out of City	\$20
For moving through or with in the City	\$20

G. ~~Wrecking Permit Fee.~~

- (1) ~~For any permit for the wrecking of any building or portion thereof, the fee charged for each such building included in such permit shall be based on the cubical contents thereof and shall be at the rate of one dollar and twenty-five cents (\$1.25) for each one thousand (1000) cubic feet or fraction thereof.~~
- (2) ~~For structures which would be impractical to cube, the wrecking permit fee shall be based on the total cost of wrecking such structure at the rate of six dollars (\$6.00) for each five hundred dollars (\$500.00) or fraction thereof.~~
- (3) ~~In no case shall the fee charged for any wrecking permit be less than twenty dollars (\$20.00).~~

H. ~~Water and Sewer Fees.~~

Hydrant Rental Agreement -- Service Charge (for use of hydrant only -- City does not supply hose)	\$50
Water Usage -- Metered Minimum	\$1.30/1000 gallons used \$20
Tanker	\$20 per fill
Water Taps	See Engineering
Permanent Street Patch First 5 sq. yds. Over 5 sq. yds.	\$300 \$30 per sq. yd.
Temporary Street Patch (Nov 1 through May1) First 5 sq. yd. Over 5 sq. yds.	\$400

	\$40 per sq. yd. plus cost of permanent street patch
Water Meter Repair – Weekend & Holidays	\$125
Water Connections Permit	\$50
Sewer Connections Permit	\$50
Inspection Fee for Water/Sewer Line Repair	\$40

I. ~~Land Alterations, Excavating, or Grading Fees including Conservation Plan Implementation Fees:~~

50 cubic yards or less	\$40
51 to 100 cubic yards	\$47.50
101 to 1,000 cubic yards	\$47.50 for the first 100 cubic yards plus \$10.50 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$167 for the first 1,000 cubic yards plus \$9 for each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	\$273 for the first 10,000 cubic yards plus \$40.50 for each additional 10,000 cubic yards or fraction thereof
100,001 cubic yards or more	\$662.50 for the first 100,000 cubic yards plus \$22.50 for each additional 100,000 cubic yards or fraction thereof

~~Land Alteration Plan-Checking Fees:~~

50 cubic yards or less	No Fee
51 to 100 cubic yards	\$23.50
101 to 1,000 cubic yards	\$37
1,001 to 10,000 cubic yards	\$49.25
10,001 to 100,000 cubic yards	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof
100,001 to 200,000 cubic yards	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof
200,001 cubic yards or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards or fraction thereof

J. ~~Pollution Monitoring Registration Fee:~~

- (1) ~~Each pollution monitoring location shall require a site map, description and length of monitoring time requested. (For matter of definition pollution monitoring location shall mean each individual tax parcel.) There shall be an initial application and plan check fee of Twenty-Five Dollars (\$25).~~

- ~~(2) The applicant for a Pollution Control Registration shall provide the City with a hold harmless statement for any damages or claims made to the City regarding location, construction, or contaminates.~~
- ~~(3) An initial registration fee of Fifty Dollars (\$50) is due and payable to the City of Fridley at or before commencement of the installation.~~
- ~~(4) An annual renewal registration fee of Fifty Dollars (\$50) and annual monitoring activity reports for all individual locations must be made on or before September first of each year. If renewal is not filed on or before October first of each year the applicant must pay double the fee.~~
- ~~(5) A final pollution monitoring activity report must be submitted to the City within (30) days of termination of monitoring activity.~~

206.04.500.06 Investigations Fees

Should any person begin work of any kind ~~such as hereinbefore set forth, or for which a permit from the Building Code Department~~Building Official is required by this Chapter without having secured the necessary permit ~~therefore from the Building Code Department either previous to or during the day where such work is commenced, or on the next succeeding business day when work is commenced on a Saturday, Sunday or a holiday, they shall~~such person must immediately apply for a permit to perform the work, and will when subsequently securing such permit, be required to pay an investigation fee equal to the ~~permit Building Permit fee and shall will~~ be subject to all ~~the penal provisions of said Code; penalties allowed.~~

206.05.500.07 Reinspections Fee

1. A reinspection fee ~~of fifty dollars (\$50.00) per hour shall will~~ be assessed for each inspection or reinspection when ~~such portion of work for which the inspection is called for is not complete. the inspector determines the work to be inspected is incomplete or when corrections called for given during a previous inspection~~ are not made.
2. This Section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.
3. Reinspection fees may also be assessed when the ~~permit Building Permit~~ card is not properly posted on the work site, or the approved plans are not readily available for the inspection, or for failure to provide access on the date and time for which inspection is requested, or for deviating from plans ~~requiring previously approved by the approval of the Building Official.~~

4. Where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

~~206.06.500.08~~ Certificate of Occupancy

1. Except for single family residential structures, a Certificate of Occupancy stating that all provisions of this Chapter have been fully complied with, ~~shall~~ must be obtained from the City:

(a) ~~Before any structure for which a building permit is required is used or occupied.~~ A temporary Certificate of Occupancy may be issued when the building is approved for occupancy, but the outside development is partially uncompleted.

(b) ~~Or b~~ Before any nonconforming use is improved or enlarged.

2. Application for a Certificate of Occupancy ~~shall~~ must be made to the City when the structure or use is ready for occupancy, ~~and The City will inspect the structure or use within ten (10) days days of the application. thereafter the City shall inspect such structure or use and if the structure or use is found to be in conformity with all provisions of this Chapter, the City shall~~ will sign and issue a Certificate of Occupancy.

~~3. A Certificate of Compliance shall be issued to all existing legal nonconforming and conforming uses which do not have a Certificate of Occupancy after all public health, safety, convenience, and general welfare conditions of the City Code are in compliance.~~

~~43. No permit~~ Building Permit or license required by the City of ~~Fridley~~ or other governmental agency ~~shall~~ may be issued by any department official or employee of the City of such governmental agency, unless the application for such ~~permit~~ Building Permit or license is accompanied by proof of the issuance of a Certificate of Occupancy or Certificate of Compliance.

~~54.~~ Change in Occupancy:

(a) The City ~~will~~ must be notified of any change in ownership or occupancy at the time ~~this~~ the change occurs for all industrial and commercial structures within the City.

(b) A new Certificate of Occupancy or Compliance will be issued after notification. A ~~thirty-five dollar (\$35.00)~~ fee will be assessed for this certificate.

~~65.~~ Existing Structure or Use:

(a) In the case of a structure or use established, altered, enlarged, or moved, upon the issuance and receipt of a Special Use Permit, a Certificate of Occupancy ~~shall~~ may be issued only if all the conditions ~~thereof shall have been~~ of the Building Permit is satisfied.

(b) Whenever an inspection of an existing structure or use is required for the issuance of a new Certificate of Occupancy, a ~~thirty-five dollar (\$35.00)~~ fee will be charged. If it is found that such structure or use does not conform to the applicable requirements, the structure or use ~~shall~~ may not be occupied until ~~such time as the~~ structure or use is ~~again~~ brought into compliance with ~~such~~ all requirements.

~~206.07. Contractor's License~~

- ~~1. — It is deemed in the interest of the public and the residents of the City of Fridley that the work involved in building alteration and construction and the installation of various appliances and service facilities in and for said buildings be done only by individuals, firms and corporations that have demonstrated or submitted evidence of their competency to perform such work in accordance with the applicable codes of the City of Fridley.~~
- ~~2. — The permits which the Building Inspector is authorized to issue under this Code shall be issued only to individuals, firms or corporations holding a license issued by the City for work to be performed under the permit, except as hereinafter noted.~~
- ~~3. — Requirements. Application for license shall be made to the Building Code Department and such license shall be issued upon proof of the applicant's qualifications thereof, willingness to comply with the provisions of the City Code, filing of certificates evidencing the holding of public liability insurance in the limits of \$50,000 per person, \$100,000 per accident for bodily injury, and \$25,000 for property damages and certificates of Worker's Compensation insurance as required by State law and if applicable, list a Minnesota State Tax Identification number. (Ref. 901, 1324)~~
- ~~4. — Fee. The fee for each license required by the provision of this Section shall be thirty-five dollars (\$35.00) per year.~~
- ~~5. — Expiration.
All licenses issued under the provisions of this Section shall expire on April 30th, following the date of issuance unless sooner revoked or forfeited. If a license granted hereunder is not renewed previous to its expiration then all rights granted by such license shall cease and any work performed after the expiration of the license shall be in violation of this Code.~~
- ~~6. — Renewal.
Persons renewing their license issued under this Section after the expiration date shall be charged the full annual license fee. No prorated license fee shall be allowed.~~
- ~~7. — Specific Trades Licensed.
Licenses shall be obtained by every person engaging in the following businesses or work in accordance with the applicable Chapters of the City of Fridley.~~
 - ~~A. — General contractors in the business of nonresidential building construction and residential contractors with an exempt card from the State.~~

- B. — Masonry and brick work.
- C. — Roofing.
- D. — Plastering, stucco work, sheetrock taping.
- E. — Heating, ventilation and refrigeration.
- F. — Gas piping, gas services, gas equipment installation.
- G. — Oil heating and piping work.
- H. — Excavations, including excavation for footings, basements, sewer and water line installations.
- I. — Wrecking of buildings.
- J. — Sign erection, construction and repair, including billboards and electrical signs.
- K. — Blacktopping and asphalt work.
- L. — Chimney sweeps.
- M. — Sanitary Sewer Service Cleaners.

8. — Employees and Subcontractors.

A license granted to a general contractor under this Section shall include the right to perform all of the work included in the general contract. Such license shall include any or all of the persons performing the work which is classified and listed in this Code providing that each person performing such work is in the regular employ and qualified under State law and the provisions of this Building Code to perform such work. In these cases, the general contractor shall be responsible for all of the work so performed. Subcontractors on any work shall be required to comply with the Sections of this Code pertaining to license, insurance, permit, etc., for their particular type of work.

9. — Suspension and Revocation Generally.

The City Council shall have the power to suspend or revoke the license of any person licensed under the regulations of this Section, whose work is found to be improper or defective or so unsafe as to jeopardize life or property providing the person holding such license is given twenty (20) days notice and granted the opportunity to be heard before such action is taken. If and when such notice is sent to the legal address of the licensee and they fail or refuse to appear at the said hearing, their license will be automatically suspended or revoked five (5) days after date of hearing.

10. — Time of Suspension.

When a license issued under this Section is suspended, the period of suspension shall be not less than thirty (30) days nor more than one (1) year, such period being determined by the City Council.

11. — Revocation, Reinstatement.

When any person holding a license as provided herein has been convicted for the second time by a court of law for violation of any of the provisions of this Code, the City Council shall revoke the license of the person so convicted. Such person may not make application for a new license for a period of one (1) year.

12. — Permit to Homeowner.

The owner of any single family property may perform work on property which the owner occupies so long as the work when performed is in accordance with the Codes of the City and for such purpose a permit may be granted to such owner without a license obtained.

All rental property permits shall be obtained by licensed contractors.

~~13. State Licensed Contractor's Excepted.~~

~~Those persons who possess valid State licenses issued by the State of Minnesota shall not be required to obtain a license from the City; they shall, however be required to file proof of the existence of a valid State license together with proof of satisfactory Worker's Compensation and Public Liability insurance coverage. (Ref. 901)~~

~~14. Public Service Corporations Excepted.~~

~~Public service corporations shall not be required to obtain licenses for work upon or in connection with their own property except as may be provided by other Chapters.~~

~~15. Manufacturers Excepted.~~

~~Manufacturers shall not be required to obtain licenses for work incorporated within equipment as part of manufacturing except as may be provided by other Sections of this Code.~~

~~16. Assumption of Liability.~~

~~This Section shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing the above described work for damages to persons or property caused by any defect therein; nor shall the City of Fridley be held as assuming any such liability by reason of the licensing of persons, firms or corporations engaged in such work.~~

206.08.500.09 Utility Excavations (Sewer and Water)

1. Permit Required. ~~Before~~Prior to performing any work ~~is performed which that~~ includes cutting a curb or excavation or installing a liner for a utility pipe on or under any street or curbing, a contractor or individual workers must apply for and obtain a permit ~~shall be applied for from the City and shall pay a permit fee as provided in Chapter 11.~~ The Public Works Department shall ~~must~~ verify the location of the watermain and sanitary sewer connections before any excavation or grading ~~is~~shall be permitted on the ~~premises~~building site. The permit ~~shall~~ must specify the location, width, length, and depth of the necessary excavation. It ~~shall~~ must further state the specifications and ~~condition~~ conditions of public facility restoration. Such specifications ~~shall~~ must require the public facilities ~~to~~ be restored to at least as good a condition as they were prior to commencement of work. Concrete curb and gutter or any similar street patching ~~shall~~ must be constructed by the contractor and inspected by the City, unless specified otherwise.

2. Deposit~~Performance Bond~~ Required.

(a) Where plans and specifications indicate that proposed work includes connection to sanitary sewer, a watermain, a curb cut, or any other disruption that may cause damage to the facilities of the City, the application for permit ~~shall~~ must be accompanied by a ~~two hundred dollar~~

~~(\$200.00) cash deposit~~ performance bond for the value of work within the City right-of-way as a guarantee that all restoration work will be completed and City facilities left in an undamaged condition.

~~(b) The requirement of a cash deposit shall will not apply to any public utility corporation franchised to do business within the City.~~

3. ~~Maximum Deposit.~~ No person shall be required to have more than four hundred dollars (\$400.00) on deposit with the City at any one time by reason of this Section; provided that such deposit shall be subjected to compliance with all the requirements of this Section as to all building permits issued to such person prior to the deposit being refunded.

34. Inspections.

(a) ~~The City must be notified to review the conditions of construction prior to~~ Before any backfilling is done in an excavation otherwise approved under this division, ~~the City shall be notified for a review of the conditions of construction.~~

(b) During and after restoration the ~~City Engineer or a designated agent~~ Public Works Director or their designee ~~shall must~~ inspect the work to ~~assure ensure~~ compliance.

45. ~~Return of Deposit~~ Performance Bond. The Public Works Director ~~shall will~~ authorize a refundment of the ~~deposit~~ bond when restoration has been completed to their satisfaction ~~or compliance with this Section.~~

56. ~~Forfeiture of Deposit~~ Performance Bond. Any person who fails to complete any of the requirements outlined in this Section ~~shall will~~ forfeit ~~to the City such a~~ portion of the ~~deposit~~ bond ~~as is necessary to pay for completing the unfinished having such work done.~~

206.09.500.10 Building Site Requirements

1. General. In addition to the provisions of this Section, all building site requirements ~~of in the City's Zoning Code, Chapter 205~~ zoning chapters of the Code, and any additions must ~~shall~~ be followed in order for ~~before a building permit to~~ be issued.

2. Utilities and Street Required. No building permit ~~shall will~~ be issued for any new construction unless and until all utilities are installed in the public street adjacent to the parcel of land to be improved and the rough grading of the adjacent street has been completed to the extent that adequate street access to the parcel is available.

3. Manufactured Home Prohibitions. Except in a manufactured home or manufactured home park, the removal of wheels from any manufactured home or the remodeling of a manufactured home through the construction of a foundation or the enclosure of the space between the base of the manufactured home and the ground, or through the construction of additions to provide extra

floor space ~~will not be considered as conforming with the City's Building Code in any respect and will therefore be~~ prohibited.

4. Equipment and Material Storage. No construction equipment ~~and/or materials~~ pertaining to construction ~~shall~~ may be stored on any property within the City without a valid building permit or prior approval from a property owner and/or the City. When construction is completed and a Certificate of Occupancy has been issued, any construction equipment or materials must be removed within ~~thirty (30)~~ days from the issuance date on the Certificate of Occupancy.

5. Construction Work Hours. It ~~shall be~~ unlawful for any person or company acting as a contractor ~~for payment, to engage in the construction of any building, structure, or utility, including but not limited to, the making of any excavation, clearing of surface land, and loading or unloading materials, equipment or supplies, anywhere in the City, except between the hours of before 7:00 a.m. and after 9:00 p.m., Monday through Friday and before between the hours of 9:00 a.m. and after 9:00 p.m. on Saturdays. However, such activity shall be lawful if an alternate hour's work permit therefore has been issued by the City upon application in accordance with requirements of the paragraph below. It shall be~~ unlawful to engage in such work or activity on Sunday or any legal holiday ~~unless an alternate hour's work permit for such work has first been issued~~. Nothing in this Chapter ~~shall~~ may be construed to prevent any emergency work necessary to prevent injury to persons or property at any time.

6. Requests for alternate hours must be made, in writing, to the City Engineer or their designee. Requests must state the name of the applicant, their business address, the location of the proposed work, the time(s) of the proposed construction and the reason for seeking an alternate hour accommodation. No such request will be granted unless the applicant can demonstrate that the public welfare will be harmed unless work is performed after hours.

6. — Alternate Hours Work Permit.

~~Applications for an alternate hours work permit shall be made in writing to the Public Works Director and shall state the name of the applicant and the business address, the location of the proposed work and the reason for seeking a permit to do such work, as well as the estimated time of the proposed operations. No such permit shall be issued excepting where the public welfare will be harmed by failure to perform the work at the times indicated.~~

7. Safeguards. Warning barricades and lights ~~shall~~ must be maintained whenever necessary for the protection of pedestrians and traffic during construction; ~~and temporary~~ Temporary roofs over sidewalks ~~must~~ shall be constructed whenever there is potential for danger to pedestrians from falling articles or materials ~~to pedestrians~~. When an existing pedestrian access route is blocked by construction, alteration, maintenance, or other temporary conditions, a Temporary Pedestrian Accessible Route (TPAR) must be provided to assist pedestrians, bicyclists and non-motorized vehicles safe movement within and around the construction zone.

1. Investigation. After a building permit has been applied for and prior to the issuance of said the permit, the City shall thoroughly investigate the existing drainage features of the property to be used.

2. Obstruction of Natural Drainage Prohibited. No building permit shall be issued for the any construction of any building on which construction or necessary grading thereto shall obstruct any existing natural drainage waterway.

3. Undrainable Lands. No building permit shall be issued for the construction of any building upon ground that which cannot be properly drained.

4. Protection of Existing Drainage Installations.

(a) Where an application is made for a building permit and subsequent investigation shows that the property to be occupied by said the building is adjacent to a portion of a public road or street containing a drainage culvert, catch basin, sewer, special ditch, or any other artificial drainage structures used for the purpose of draining the said property and/or any neighboring property, the applicant shall must specifically agree in writing to protect these existing drainage waterways and in such a way that they shall not ensure that they will not be disturbed be affected by the proposed building construction or grading work incidental thereto.

(b) No one is permitted to use or alter land shall be altered and no use shall be permitted in a manner that results in water runoff tending to causing flooding, erosion or deposits of minerals on adjacent properties. Stormwater runoff from a developed site will must leave at no greater rate or lesser quality than the stormwater runoff from the site prior to its development in an undeveloped condition. Stormwater runoff after development shall not exceed the rate of runoff from the undeveloped land for a 24-hour storm with a 1-one year return frequency. Detention facilities shall be designed for a 24-hour storm with a 100-year return frequency. All runoff shall be properly channeled into a storm drain water course, ponding area, or other public facility designed for that purpose. A land alteration permit shall be obtained prior to any changes in grade affecting water runoff onto an adjacent property.

5. Order to Regrade. As part of the permitting process, the the City may order the applicant to regrade any property if existing grade does not conform to any provision of this Section, if the grade indicated in the preliminary plan has not been followed, or if the existing grade poses a drainage problem to neighboring properties.

206.11.Waters and Waterways

1. Definition. As used in this Section, the terms "waters" and/or "waterways" shall will include all public waterways waters as defined by Minnesota Statutes, Section 103G.005, subdivision 15105.38 and shall also include all bodies of water, natural or artificial, including ponds, streams, lakes, swamps, and ditches which that are a part of or contribute to the collection, runoff, or

storage waters within the City or directly or indirectly affect the collection, transportation, storage, or disposal of the storm and surface waters system in the City.

~~2. Permit Required. No person shall cause or permit any waters or waterways to be created, dammed, altered, filled, dredged, or eliminated, or cause the water level elevation thereof to be artificially altered without first securing a permit Building Permit or a Land Alteration Permit from the City, State, or watershed management organization as appropriate.~~

~~3. Application for Permit.~~

~~Applications for permits required by the provisions of this Section shall be made in writing upon printed forms furnished by the City Clerk.~~

~~4. Scope of Proposed Work. Applications for permits required by this Section shall be accompanied with a complete and detailed description of the proposed work together with complete plans and topographical survey map clearly illustrating the proposed work and its effect upon existing waters and water handling facilities.~~

~~5. Fees.~~

~~A fee of twenty-five dollars (\$25.00) shall be paid to the City and upon the filing of an application for a permit required by the provisions of this Section to defray the costs of investigating and considering such application.~~

~~206.12. Penalties~~

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.~~

500.10 Fees

Fees for this chapter are set in the Fees Chapter of the Code.

500.11 Appeals

Any person contesting a citation or decision associated with violations of this Chapter may file an appeal pursuant to the Appeals and Administrative Citations Chapter of the Code.

Section 2

That the Fridley City Code Chapter 501, Residential Swimming Pools, be hereby amended as follows:

Fridley City Code Chapter 501. Residential Swimming Pools

501.01 Purpose

The Fridley City Council (Council) finds that reasonable regulation of swimming pools is necessary to provide for the public health, safety and general welfare in the City of Fridley (City).

501.02 Definitions

Aquatic vessel, swimming pool, pool: A vessel, permanent or temporary, intended for swimming, bathing, or wading and is designed and manufactured to be connected to a circulation system. Portable vessels 12 inches or less in designed water depth which are drained and filled daily are not considered aquatic vessels.

Building Official: Designation by the Council to a City employee who is granted administrative authority for administration of the Fridley City Code (Code).

Circulation system: The mechanical components that are a part of a recirculation system on an aquatic vessel. Circulation equipment may be, but not limited to, categories of pumps, hair and lint strainers, filters, valves, gauges, meters, heaters, surface skimmers, inlet/outlet fittings, and chemical feeding devices. The components have separate functions, but when connected to each other by piping, perform as a coordinated system for the purpose of maintaining the aquatic vessel's water in a clear and sanitary condition.

Residential Pool: Any pool connected with a single-family residence or owner-occupied duplex located on private property under the control of the homeowner, the use of which is limited to swimming or bathing by the resident members or their invited guests. A residential pool is not a pool used as part of a business.

501.03 Permits Required

1. It is unlawful for any person to construct an aquatic vessel within the City without first having secured a permit. An application for this permit must be accompanied by the following:

(a) Proposed location of aquatic vessel illustrated on a certificate of survey with respect to the boundary lines of property.

(b) The types of equipment to be used in connection with the aquatic vessel including, but not limited to, filter unit, pump, heaters or other related equipment.

(c) Aquatic vessels requiring the excavation or addition of soil will be required to show the existing and proposed changes to the site's grading and drainage plan and must include an erosion control plan.

(d) A copy of the manufacturer's installation instructions for the aquatic vessel and all equipment associated with the aquatic vessel installation.

2. An aquatic vessel that is annually disassembled and assembled does not require a building permit but must comply with the requirements of the Code.

501.04 Compliance with Code

It is unlawful for any person to maintain an aquatic vessel that does not comply with this Code.

The Building Official may revoke any permit for failure to comply with this Code. Before a permit is revoked, the aquatic vessel owner must have notice in writing listing and describing the instances of failure to comply with this Code.

501.05 Residential Design and Construction Requirements

1. All aquatic vessels and related equipment must be installed per the manufacturer's printed installation instructions and in compliance with state law.

2. Unobstructed areas of not less than 36 inches wide must be provided to extend entirely around the aquatic vessel. The deck must be designed so as to prevent back drainage into the aquatic vessel. No deck is required for aboveground swimming pools.

3. Aquatic vessels may not be located within any required front yard.

4. Aquatic vessels may only be placed in rear yards

5. Aquatic vessels may not be located within a drainage and utility easement or below any overhead electrical line.

501.06 Drainage

Water discharged from any aquatic vessel may not be discharged into the sanitary sewer system. Water cannot drain onto or across any adjoining property. Erosion control best management practices must be followed when draining into the stormwater system, pursuant to the Erosion Control and Stormwater Management Chapter of the Code.

501.07 Barriers

1. All aquatic vessels must be completely surrounded by a fence or wall not less than four feet in height, which must be constructed so as not to have openings, holes or gaps larger than four inches in vertical or horizontal direction, including doors and gates. A dwelling or accessory building may be used as part of such enclosure.

2. All gates or doors opening through such enclosure must be equipped with a self-latching/self-closing device for keeping the gate or door securely closed at all times when not in actual use, and be provided with hardware for locking devices, except that the door of any dwelling which forms a part of the enclosure need not be so equipped. Pool gates must be locked when the pool is not in use.

3. Fences must comply with the Fence Chapter of the Code.

4. Upon completing excavation of an aquatic vessel and in the absence of a permanent barrier or fence, a temporary fence (such as snow fence) may be installed with the approval of the building official. The maximum time allowed for a temporary fence is 30 days.

5. Aquatic vessels which are wholly enclosed within a building or structure are the only exceptions to the requirements set forth in this section.

501.08 Electrical and Mechanical Requirements

All mechanical and electrical equipment must be installed meeting the requirements of the manufacturer's printed installation instructions. Separate permits are required for electrical and mechanical installation.

501.09 Water Regulations

1. The filling of any aquatic vessels from a fire hydrant is prohibited. There may be no cross-connections of the City water supply with any other source of water supply for the pool. The line from the City water supply to the pool must be protected against backflow of polluted water by means of either an air gap, vacuum breaker or other adequate device to prevent back siphonage.

2. No aquatic vessels containing sewage, waste or other contaminating or polluting ingredients rendering the water hazardous to health are permitted.

501.10 Chemical Storage

The storage of chemicals must meet the requirements of the Minnesota State Fire Code.

501.11 Shielding Lights

Lights used to illuminate any aquatic vessel must be arranged and shaded so as to reflect light away from adjoining premises.

501.12 Unnecessary Noise

It is unlawful for any person to make, continue or cause to be made or continued at any aquatic vessel any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others. In the operation of an aquatic vessel, the use or permitting the use or operation of any radio, machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing of the person or persons who are in the aquatic vessel premises is prohibited.

501.13 Fees

The fees for this chapter are set in the Fees Chapter of the Code.

Section 3

That the Fridley City Code Chapter 105, Landscape Maintenance, be hereby amended as follows:

Fridley City Code Chapter ~~105.502~~ Landscape Maintenance

~~105.01~~502.01 Purpose

The purpose of this ~~section of city code~~ Chapter is to establish minimum standards for landscape maintenance and to protect surface water quality by allowing natural areas where they can benefit water quality throughout the City of Fridley (City).

~~105.02~~502.02 Definitions

~~1-~~Designated Natural Area: An area of native plants that has never been disturbed, or an area intentionally planted with native or naturalized perennial vegetation greater than ~~ten~~ (10) inches in height that has an edged border separating it from areas of turf grass.

~~2-~~Garden: A cultivated area dedicated to the growing of vegetables, fruit, flowers, perennials, shrubs, and similar ornamental plants that were intentionally ~~specifically~~ planted in that location and where common weeds are not the predominant vegetation.

~~3-~~Landscape: The area of a parcel of land that is not covered with an impervious surface.

~~4-~~Lot: A parcel of land adjacent to a street or road, including the right-of-way between the property and the curb.

5. ~~Noxious weeds: Includes both~~ Any prohibited noxious weeds and secondary noxious weeds as defined by the State of Minnesota Department of Agriculture, excluding dandelions. ~~(Note: this does not include dandelions.)~~

6. Right-of-Way: The area on, below, or above a public roadway, highway, alley, street, bicycle lane, public sidewalk, and or boulevard in which the City has an interest, including the dedicated rights-of-way for travel purposes and utility easements of the City. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other nonwire-wireless telecommunications or broadcast service.

7. Waterway: Any body of water that receives storm water runoff, including wetlands, lakes, ponds, streams, rivers, and reservoirs. Shall Waterway does not include water flowing on streets, or water pooling for less than 24 hours on private property after a rain event.

8. Wooded area: An area of trees and other native plant materials, identified as follows: wherefor every 100 square feet of area considered, contains at least there shall not be less than six (6) trees, each of a six inch (6")-caliper measurement when, measured at a point of six inches (6") above grade from the base of each tree measured.

~~105.03~~502.03 Required Maintenance

Landscaped areas of all properties must be maintained by the owner to be and free of noxious weeds. Ground cover, except for trees and shrubs, in landscaped areas may not exceed ten (10) inches in average height except for ground cover in gardens and designated natural areas. Designated natural areas which do not need to be edged include drainage ponds, ditches, lakeshore areas, parks, 3 to 4 three to one or greater slopes, stream banks, vacant lots, wetlands, or wooded areas. Landscaped areas must be kept free of litter. Vegetation shall must not be permitted to be overgrown or encroach onto adjacent properties. Failure to comply is a nuisance as defined in the Public Nuisance Chapter of the Fridley City Code (Code).

~~105.04~~502.04 Intervention by the City

If the provisions of Section 105.03 this Chapter are not complied with, the city manager or his/her City Manager or their designee shall will give written notice to the owner of the property in violation. If the property owner fails to bring the violating property into compliance with Section 105.03 this Chapter within the time specified in the notice, or if the owner of the property cannot be located, designated city City staff shall may perform the necessary work on the landscaping in order to have the landscape broughtbring the landscaping into compliance, and The City will invoice the property owner for the cost-costs incurred by the City for the work performed and of such service and abatement-administrative costs associated with the abatement according to the procedures established in Chapter 128the Abatement of Exterior Public Nuisances Chapter of the City Code.

~~105.05~~502.05 Protection of Waterways

1.——In addition to proper landscape maintenance, all property owners in the City of Fridley must protect surface water quality through the following measures:

~~A.1.~~ No person is permitted to deposit leaves, grass clippings, or other plant waste within ~~twenty-five (25)~~ feet of a waterway or ~~ten (10)~~ feet of a bluff line, whichever is greater.

~~B.2.~~ No person is permitted to deposit or store yard waste of any kind in a right-of-way or roadway, except as permitted in ~~Chapter 113 the Solid Waste Management Chapter of the Code~~ or in the process of maintaining the right-of-way.

~~C.3.~~ Extreme care must be taken to prevent landscape fertilizers, pesticides, and herbicides from falling on a paved surface. Any applied granular landscape fertilizer, pesticide, or herbicide must be swept from any paved surfaces immediately upon completion of application as specified in State ~~Statutes~~ law. Commercial lawn care product applicators must post public notification signs when lawn care products are applied. No person ~~shall~~ may remove such signs for 48 hours ~~or~~ as required by State law.

105.06 Penalties

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code. Each day the violation exists or continues to exist shall be deemed a separate offense.~~

Section 4

That the Fridley City Code Chapter 104, Tree Management, be hereby amended as follows:

Fridley City Code Chapter ~~104.503.~~ Tree Management

~~104.01. Declaration of Policy~~503.01 Purpose

~~The City Council of Fridley has determined that trees~~Trees provide a public benefit including cleaner air, cleaner water, decreased soil erosion and increased property values in the City of Fridley (City). It is further determined that nuisance trees growing ~~upon~~ on public and private property impair the safety, ~~good~~ order, general welfare, and convenience of the public. ~~It is declared to be the intention of the Council to maintain a resilient urban forest and this Chapter is enacted for that purpose.~~

503.02 Definitions

Boulevard Tree: A tree growing within an improved street or alley right-of-way or an easement that has been acquired for an existing improved street or alley.

Removal: The cutting of a tree at the trunk to be level with the surrounding ground.

104.02.503.03 Forester Position Created

The powers and duties of the ~~City~~ Forester as set forth in this Chapter are hereby conferred ~~upon~~ on the Director of Public Works ~~and all designated representatives or their designee~~. It is the duty of the Forester to coordinate under the direction and control of the City Manager or their designee all activities of the City relating to the management of trees on City property, the control and prevention of tree pests that would threaten the integrity of the City's urban forest, and the elimination of nuisance trees. The Forester ~~shall~~ will recommend to the City Manager or their designee the details of the program for the maintenance of a resilient urban forest and perform the duties incident to such a program adopted by the Fridley City Council (Council).

104.03.503.04 Program

It is the intention of the ~~Council of Fridley~~ to conduct a Management Program directed at the maintenance of a resilient urban forest. The City ~~shall~~ will have the right to plant, prune, maintain, remove and replace all trees, shrubs, and other plantings now or hereafter on properties controlled by the City including in any street, park, boulevard, public right-of-way or easement as may be necessary to ensure public safety or to preserve and enhance the City's urban forest. The City ~~shall~~ will also have the right to require the abatement of any trees on public or private property deemed to be public nuisances as outlined in ~~the~~ this Chapter.

104.04.503.05 Nuisance Declared

The following are public nuisances ~~whenever they may be~~ when found within the City ~~of Fridley~~:

1. Any diseased or infested tree or part thereof, including logs, branches, stumps, firewood, or other wooden material which has been determined to present a condition which endangers the safety or health of the public or urban forest and has not been abated according to the prescription of the ~~City~~ Forester.
2. Any hazardous tree ~~which is~~ determined to have structural defects in the roots, stem, or branches that may cause the tree or part ~~thereof~~ of the tree to fail, where such failure may cause personal injury or property damage to a "target." A "target" includes, but is not limited to, people, vehicles, buildings, and property, etc. Trees without targets are not considered hazards even if they are likely to fail and can be considered beneficial in habitat protection.

104.05.503.06 Abatement

1. It is unlawful for any person to allow a public nuisance as defined in ~~Section 104.04~~ this Chapter to remain on any premises owned within, or controlled by, the City ~~of Fridley~~. Such nuisances may be abated in the manner prescribed by this Chapter and according to the procedures established in ~~Chapter 128~~ the Abatement of Exterior Public Nuisances Chapter of the City Code.

2. In abating the nuisances defined in this Chapter, the Forester or their designee will prescribe the nuisance tree or wood to be evaluated, monitored, sprayed, root barriered, removed, burned or otherwise effectively treated so as to eliminate and prevent, as fully as possible, the nuisance. Such abatement procedures will be carried out in accordance with current technical and expert opinions and procedures.

~~104.06.503.07~~ Inventory, Inspection and Investigation

1. The Forester or ~~an agent thereof~~their designee may inspect all premises and places within the City as often as deemed appropriate to determine any condition described in ~~Section 104.04 of this Chapter.~~ The Forester ~~shall~~will investigate all reported incidents of nuisance trees.

2. The Forester or ~~an agent thereof~~their designee may enter ~~upon~~ private premises at any reasonable time for the purpose of carrying out any of the duties assigned under this Chapter.

3. The Forester or ~~an agent thereof~~their designee ~~shall~~will make a field diagnosis according to generally accepted field diagnosis procedures.

~~104.07.~~ Abatement of Nuisances

~~In abating the nuisances defined in Section 104.04, the Forester or an agent thereof shall prescribe the nuisance tree or wood to be evaluated, monitored, sprayed, root barriered, removed, burned or otherwise effectively treated so as to eliminate and prevent, as fully as possible, the nuisance. Such abatement procedures shall be carried out in accordance with current technical and expert opinions and procedures.~~

~~104.08.503.08~~ Procedures for Removal of Infected Trees or Woods

When the Forester or their designee ~~thereof~~ finds that a public nuisance as defined in ~~Section 104.04~~this Chapter exists in any tree or wood in any public or private place in the City, the Forester ~~shall~~will:

1. On private property, notify the property owner in writing with a Nuisance Tree Abatement Notice. The property owner ~~shall~~must carry out any recommended abatement procedure(s) within ~~thirty (30) days from the date of receipt of the notification unless a written extension is granted by the Forester.~~a specified amount of time from the date of receipt of the notification unless a written extension is granted by the Forester.

(a) If the owner fails to follow the recommendation of the Nuisance Tree Abatement Notice within the designated time period, the Forester ~~shall~~will notify the property owner in writing that the City will contract for the abatement of the public nuisance. ~~The Forester shall then proceed to contract for the abatement procedures as soon as possible and shall report to the City Clerk all costs resulting from the abatement procedures carried out on such private~~

~~property. The City Clerk shall list all such charges related to the City abatement administrative costs against each separate lot or parcel by September 15th of each year as special assessments to be collected commencing with the following year's taxes. All assessments and abatement-related costs shall be added to each assessment, and will follow the abatement processes established in the Abatement of Exterior Public Nuisances Chapter of the Code.~~

2. In the case of boulevard trees, ~~defined as a tree growing within an improved street or alley right-of-way or an easement that has been acquired for an existing improved street or alley,~~ notices will be mailed to the owner of the abutting property as previously described in ~~Section 104.08.1. However, the~~ The City shall will abate any nuisance boulevard tree at no cost to the property owner. If the property owner desires, the City will replace the tree with a tree on the owner's property in the vicinity of the removed tree.

3. All assessments levied for the repayment of tree disease abatement costs may be repaid over a period designated by the ~~City Council~~. Such assessments ~~shall will~~ be levied in accordance with the assessment procedures established in ~~City Code Chapter 128~~ the Abatement of Exterior Public Nuisances Chapter of the Code.

4. If the nuisance tree is located on public land, the Forester ~~shall will~~ transmit a similar notification including prescription to the agency responsible for maintenance of said property. Such nuisances on public property ~~shall will~~ be abated by the respective ~~agent~~ agency, according to the prescriptions of the ~~City Forester~~ within ~~thirty (30)~~ days of notification unless a written extension is granted by the Forester.

~~104.09. Program Records~~

~~The Forester shall keep accurate records of the Tree Management Program including the costs of abatements ordered under this program. The Forester shall report to the City Council all work done for which assessments are to be made stating and certifying the description of the land, lots, and parcels involved and the amount chargeable to each.~~

~~104.10.503.09~~ Interference Prohibited

It is unlawful for any person to prevent, delay or interfere with the Forester or ~~agent thereof~~ their designee while they are engaged in the performance of duties imposed by this Chapter.

~~104.11.503.10~~ Tree Management License Required

It ~~shall be~~ is unlawful for any individual, partnership or corporation to conduct as a business the cutting, trimming, pruning, removing, spraying or otherwise treating of trees, shrubs or vines in the City without first having secured a license from ~~a~~ the City to conduct such business.

~~104.12.503.11~~ Tree Management License Requirements Application

1. Application

Application for a license under this Chapter shall be made at the office of the City Clerk of the City.

2. Application Form

1. No person may operate a tree management service within the City without a valid license from the City, which includes the following requirements: The application for a license shall be made on a form approved by the City which includes

(a) Business name and address;

(b) ~~Name~~ Full legal name and address of applicant;

(c) Business phone number;

(d) Number and type of vehicles;

(e) ~~Type of state licenses and/or certifications applicant or employees have~~ Proof of registry in the Minnesota Department of Agriculture Tree Care Registry; and

(f) ~~Any other information deemed necessary by the City Clerk for the license.~~ Location of brush disposal site.

3.2. Liability Insurance

No license or renewal of a license ~~shall will~~ be granted, ~~nor shall the same or~~ be effective, until the applicant has filed with the ~~City Clerk~~ City Manager or their designee, proof of a general liability insurance policy covering all operations of such applicant under this Chapter for the sum of at least ~~one million dollars (\$1,000,000)~~ \$1 million per occurrence and ~~two million dollars (\$2,000,000)~~ \$2 million annual aggregate and for at least ~~one hundred thousand dollars (\$100,000)~~ against liability for damage or destruction of property. The City ~~shall~~ must be named and the insurance provided ~~shall~~ must include the City as an additional party insured. ~~Said policy shall~~ The policy must provide that it may not be cancelled by the insurer except after ~~ten (10)~~ days written notice to the City, and if such insurance is so cancelled and licensee ~~shall will~~ fail to replace the same with another policy conforming to the provisions of this Chapter, said license ~~shall will~~ be automatically suspended until such insurance shall have been replaced.

4.3. Workers' Compensation Insurance

Each license applicant ~~shall~~ must file with the ~~City Clerk~~ City Manager or their designee a Certificate of Insurance evidencing that the applicant carries the statutory amounts of Worker's

~~Compensation~~workers' compensation insurance when such insurance is required by State Statute.

5.4. Chemical Treatment Requirements

Applicants who propose to use chemical substances in any activity related to treatment or disease control of trees, shrubs or vines ~~shall~~must file with the City Clerk proof that the applicant or an employee of the applicant administering such treatment has been certified by the Agronomy Division of the Minnesota Department of Agriculture as a "commercial pesticide applicator." Such certification ~~shall~~must include knowledge of tree disease chemical treatment.

~~6. Minnesota Tree Care Registry~~

~~All applicants must be registered with the Minnesota Department of Agriculture Tree Care Registry.~~

6. Fees

The annual license fee is provided in the Fees Chapter of the Code.

~~104.13. Fees~~

~~The annual license fee and expiration date shall be as provided in Chapter 11 of this Code.~~

~~104.14. Penalties~~

~~Any violation of this Chapter is a misdemeanor and is subject to penalties provided for such violations under the provisions of Chapter 901 of this Code.~~

Section 5

That the Fridley City Code Chapter 514, Snow and Ice Removal, be hereby amended as follows:

Fridley City Code Chapter 514—~~504. SNOW AND ICE REMOVAL~~ Winter Maintenance

~~514.01~~504.01 Purpose

1.—The purpose of this section is to protect the public health and safety arising out of the deposit, accumulation, and/or storage of winter snow, ~~deicers~~, and/or ice on the public streets, sidewalks, bikeways/walkways, and other public or private property and to provide penalties for violations.

2.—Nothing in this ~~section~~Chapter may be construed to prohibit the ~~city~~City of Fridley (City) from conducting snow or ice plowing or removal activities.

514.02504.02 Definitions

The following definitions apply in this section of the Code. References hereafter to sections are, unless otherwise specified, references to sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

Base flood: The flood having a one-percent chance of being equaled or exceeded in any given year. "Base flood" is synonymous with the term "regional flood" used in Minnesota Rules, part 6120.5000.

Bulk deicer storage facilities: All temporary and permanent, indoor and outdoor, salt piles, salt bag storage, sand piles and other storage of materials used for deicing and/or traction during winter conditions that are more than two tons in solid form (or 250 gallons in liquid form).

Bulk snow storage: Fallen snow that is trucked, hauled, or moved to a defined location not including incidental accumulations of snow occurring due to routine roadway snow plowing.

Deicer: Any substance used to melt snow and ice or used for its anti-icing effects.

Floodplain: The beds, channel and the areas adjoining a wetland, lake or watercourse, or other source which have been or hereafter may be inundated by the base flood.

Private property: Property owned by a person, firm, voluntary associations or corporations, other than a government body, that is not generally open for use by the public.

Public property: Property that may be used by the public subject to reasonable regulations by a governmental body, including public rights-of-way for streets and highways.

Semi-public property: Private property generally open for use by the public but not owned or maintained by a governmental body. Such property includes without limitation church property, school property, shopping centers and all other property generally used by patrons of a commercial or private business establishment; including private streets and residential areas.

Snow season: The time between the first snowfall after July 1 in a given year until the last snowfall before June 30 in the subsequent year.

514.03504.03 Snow Removal

1. The City ~~shall will~~ remove snow and ice from City streets, alleys, walks and trails on ~~Public Property~~ public property that it maintains in accordance with its Snow and Ice Control Policy.

2. It ~~shall be~~ is unlawful unless specifically approved by the City for any property owner to place or have placed snow or ~~iced ice~~ from their property, driveway, or parking area onto or across ~~the~~ any public sidewalk, bikeway/walkway, street or highway which results in piles or rows on the paved surface or upon the boulevard or property of another property owner, without prior

permission, whether done by ~~him/herself~~themselves or ~~their~~an agent for him/herself. The Director of Public Works or their designee may give approval for temporary placement of snow from ~~service stations, private parking or similar areas~~private property onto public property, provided the snow will be removed within 48 hours following its placement on City property.

504.04 Bulk Deicer Storage Facility Requirements

1. General Requirements

(a) Indoor operations for the bulk storage of deicing materials must be provided wherever possible in order to prevent such materials from dissolving or otherwise transported or affected by rain, snow and melt water.

(b) All salt, sand and other deicing materials stored outdoors must be covered at all times.

(1) When not using a permanent roof, a waterproof impermeable cover must be placed over all storage piles (to protect against precipitation and surface water runoff). The cover must prevent runoff and leachate from being transported from the outdoor storage pile location. The cover must be secured to prevent its removal by wind or other storm events.

(2) Any leaks, tears or damage to roofs or covers should be immediately repaired in a temporary or permanent fashion during winter to reduce the entrance of precipitation. Permanent repairs must be completed prior to the next winter season.

2. Facility Siting

(a) The facility may not be located on or within floodplains, storm drains, manholes, catch basins, wetlands or any other areas likely to absorb runoff.

(b) The facility must be located entirely on an impermeable surface.

(c) The facility must be protected by grading or other appropriate measures to prevent the intrusion of liquids including stormwater runoff.

3. Bulk Snow Storage. Bulk Snow Storage piles must be located downslope from salt and deicer storage areas to prevent the snow melt from flowing through storage areas and carrying material to the nearest drainage system or waterway.

4. Transfer of Materials. Practices must be implemented in order to reduce exposure (e.g., sweeping, diversions, and/or containment) when transferring salt or other deicing material from the facility.

504.05 Parking Lot, Sidewalk, and Private Road Sweeping Requirements

Accumulated deicer and/or material used for traction during winter conditions remaining following snow and/or ice melt must be removed to avoid discharge into the storm sewer system or downstream waterbodies.

~~514.04~~504.06 Owner Responsibility

1. Every property owner is responsible for ensuring that during the winter snow and ice season that residual snow or ice from the driveway and/or parking area is not placed onto the sidewalk, bikeway/walkway, street or another property without the property owner's permission during the snow or ice removal activities.
2. Property owners must eliminate any hazardous snow or ice condition by clearing residual snow and ice from walks or ~~tails-trails~~ on adjacent Public Property that are plowed by the City in accordance with its Snow and Ice Control Policy. Such clearing of snow and ice by property owners will occur within ~~forty-eight (48)~~ hours of cessation of any snowfall and any subsequent snow and ice removal activities performed by or on behalf of the City.
3. The property owner is responsible for any violation of this ~~section~~Chapter whether the violation is the result of ~~his/her~~their action or that of an agent ~~or tenant for of~~ the property owner.

~~514.05~~504.07 Penalties

1. Violation of this ~~section shall be~~Chapter is a public nuisance as defined by the Public Nuisance Chapter 110 of the Code, and ~~shall be~~ is subject to all penalties and remedies ~~contained therein~~. In addition, ~~violation-violations~~ of this ~~section shall be~~Chapter is subject to all penalties and remedies pursuant to Minnesota Statutes Chapter 429.
2. Upon the first violation of this section each Snow Season, the property owner will be issued a warning notice, subsequent violations may result in a civil penalty.
3. The Snow Removal Penalty is outlined in the Fees Chapter of the Code. ~~Succeeding violations of the provisions of this section shall be a misdemeanor, subject to penalties per occurrence set forth in Chapter 901. In the alternative, the City may, in its discretion, impose a civil penalty as follows:~~

~~2nd Offense during any Snow Season: — \$ 50.00~~

~~3rd Offense during any Snow Season: — \$200.00~~

~~4th Offense or more during any Snow Season: — \$500.00~~

~~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.~~

Section 6

That the Fridley City Code Chapter 505, Erosion Control and Stormwater Management, be hereby amended as follows:

Fridley City Code Chapter 505. Erosion Control and Stormwater Management

505.01 Purpose

The purpose of this Chapter is to control or eliminate stormwater pollution along with soil erosion and sedimentation within the City of Fridley (City) as required by federal and state law. This Chapter establishes standards and specifications for conservation practices and planning activities, which minimize stormwater pollution, soil erosion and sedimentation.

505.02 General Provisions

1. Severability. If any section, clause, provision, or portion of this Chapter is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Chapter will not be affected.

2. Abrogation and Greater Restrictions. It is not intended by this Chapter to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this Chapter imposes greater restrictions, the provisions of this Chapter will prevail. All other Chapters inconsistent with this Chapter are hereby repealed to the extent of the inconsistency only.

3. Minimum Standards. The standards set forth herein and promulgated pursuant to this Chapter are minimum standards. This Chapter does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

4. Responsibility. The City will administer, implement, and enforce the provisions of this Chapter. Any powers granted or duties imposed on the City may be delegated in writing by the City Manager to persons or entities acting in the beneficial interest of, or in the employ of the City.

505.03 Scope

All land alteration or drainage alteration must meet the requirements of this Chapter and the City's Public Works General Specifications and Standards.

505.04 Definitions

Applicant: Any person, firm, sole proprietorship, partnership, corporation, company, state agency or political subdivision that applies for a permit from the City proposing or performing a land alteration or drainage alteration. Applicant also means agents, employees, contractors and others acting under

the applicant's direction. Applicant also refers to the permit holder and their agents, employees and others acting under the permit holder's direction.

Best Management Practices (BMPs): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions and other management practices published by state or designated area-wide planning agencies.

Drainage alteration: An increase in stormwater flows or a change in existing flow route at a property boundary by changing land contours, diverting or obstructing surface or channel flow, or creating a basin outlet.

Erosion: Any process that wears away the surface of the land by the action of water, wind, ice or gravity. Erosion can be accelerated by the activities of people and nature.

Erosion control: Refers to methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover and construction phasing.

Fully reconstructed: Areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed.

General permit: A permit issued under Minnesota Rules 7001.0210 to a category of owners/operators whose operations, emissions, activities, discharges, or facilities are the same or substantially similar.

Hazardous substances: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illicit connection:

1. Any drain or conveyance, whether on the surface or subsurface, that allows an illicit discharge to enter the storm drainage system including but not limited to sewage, processed wastewater, wash water and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

2. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit discharge: Any direct or indirect non-stormwater discharge to the storm drainage system, except as exempted by this Chapter.

Impervious surface: A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than existed prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.

Industrial activity: Activities subject to NPDES Industrial Stormwater Permits as defined in 40 CFR, Section 122.26 (b)(14) titled Storm water discharge associated with industrial activity.

Land disturbance activity: Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the City, including construction, clearing and grubbing, grading, excavating, transporting, and filling of land. Also referred to as "land alteration."

Linear project: Construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale. For example, roads being constructed concurrently with a new residential development are not considered linear projects because they are part of a common plan of development or sale.

Municipal separate storm sewer system (MS4): The system of conveyances, including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains owned and operated by the City and designed or used for collecting or conveying stormwater-that is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit: A permit issued by the Minnesota Pollution Control Agency (MPCA) that authorizes the discharge of pollutants to Waters of the State, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge: Any discharge to the storm drainage system that is not composed entirely of stormwater.

Permit: Written permission granted by the City for construction, subdivision approval, or land disturbing activities.

Sediment: The product of an erosion process, including solid materials, both mineral and organic, that are in suspension, are being transported, or have been moved by water, wind, or ice, and have come to rest on the earth's surface either above or below water level.

Sediment control: The methods employed to prevent sediment from leaving the development site. Examples of sediment control practices are silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection and temporary or permanent sedimentation basins.

Stormwater (or storm water): Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater management plan: A document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, or receiving waters to the maximum extent practicable.

Wastewater: Any water or other liquid, other than uncontaminated stormwater, discharged from a premises.

Watercourse: A ditch, stream, creek, or other defined channel intended for the conveyance of water runoff, groundwater discharge, or similar hydraulic or hydrologic purpose.

Waters of the State: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof as currently defined in Minnesota Statutes (M.S.) §115.01, Subdivision 22.

505.05 Technical Guides

The following are adopted by reference:

1. The Minnesota Wetland Conservation Act, M.S. §§ 103G.221 - 103G.2372, and its implementing rules, Minnesota Rules 8420.
2. The City's "Public Works General Specifications and Standards" (most current version to govern).

505.06 Administration

1. A permit is required for any land alteration within the City that results in:

(a) The creation of 5,000 square feet or more of land disturbance or new or fully reconstructed impervious surface.

(b) The creation of 1,000 square feet or more of land disturbance or movement of 10 cubic yards or more of material within the water quality impact zone as described in the Critical Area Overlay District Chapter of the Code.

(c) The movement of 10 cubic yards or more of material on steep slopes or within the bluff impact zone or shore impact zone as described in the Shoreland Overlay District Chapter of the Code.

(d) The movement of 50 cubic yards or more of material not on steep slopes or within the bluff impact zone or shore impact zone as described in the Shoreland Overlay District Chapter of the Code.

(e) Temporary soil stockpiles of 50 cubic yards or more.

(f) Impacts to wetlands.

(g) Construction of retaining walls that in combination are four feet tall or higher.

(h) Drainage alterations resulting in an increased rate of flow onto adjacent properties.

2. Calculations of areas of land disturbance or movement of material to determine if a permit is required will be based on cumulative project impacts.

3. No land alteration or drainage alteration within the thresholds established in 505.06.01 may occur until a permit is issued by the City.

4. Applications for permits required under this Chapter must submit the following information unless the City Engineer or their designee determines that the information is not needed to determine compliance with this Chapter:

(a) The name and address of the applicant and the location of the activity.

(b) A description of the project including the nature and purpose of the land alteration activity and the amount of grading, utilities, new and reconstructed impervious surface and building construction involved.

(c) A map of the existing site conditions including existing topography, property information, steep and very steep slopes, existing drainage systems/patterns, type of soils, waterways, wetlands, vegetative cover, designation of the site's areas that have the potential for serious erosion problems, and floodplain boundaries.

(d) A site construction plan that includes the location of the proposed land alteration activities and phasing of construction.

(e) An erosion and sediment control plan meeting the requirements of the City's Public Works General Specifications and Standards.

(f) A permanent stormwater management plan meeting the requirements of the City's Public Works General Specifications and Standards.

(g) A wetland management plan meeting the requirements of the City's Public Works General Specifications and Standards if proposing impacts to wetlands.

(h) Copies of any necessary easements or other property interests concerning the flow of water if drainage is directed off-site.

(i) Copies of any inspection schedules as required by the Minnesota Pollution Control Agency's (MPCA) NPDES/SDS Construction Stormwater General and meeting the City's Public Works General Specifications and Standards.

(j) Copies of any necessary easements for maintenance and access meeting the City's Public Works General Specifications and Standards.

(k) A signed stormwater maintenance agreement meeting the requirements of Section 505.12.

(l) Proof of any necessary permits from other agencies including watershed districts, Minnesota Department of Transportation, Anoka County, or other jurisdictional agencies.

(m) For sites with proposed disturbance greater than one acre, any other items necessary to determine compliance with the MPCA's NPDES/SDS Construction Stormwater General Permit MNR100001.

505.07 Wetlands

1. Runoff must not be discharged directly into wetlands except as allowed within the City's Public Works General Specifications and Standards.

2. Wetlands must not be drained, filled, excavated, or otherwise altered except in conformance with the provisions of M.S. §§ 103G.221-103G.2372, Minnesota Rules 8420 and Section 404 of the Federal Clean Water Act.

505.08 Drainage Alterations

1. All newly constructed and reconstructed buildings must route roof drain leaders to pervious areas (not natural wetlands) where the runoff can infiltrate whenever practical. The discharge rate must be controlled so that no erosion occurs in the pervious areas.

2. Drainage may not be altered to be directed onto adjacent property in so far as practical except as allowed with a City permit.

505.09 Illicit Discharge

1. Prohibition of illicit discharges. No person may throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than stormwater. The commencement or continuance of any illicit discharge to the storm drainage system is prohibited except as described below:

(a) Discharges from the following sources are exempt from discharge prohibitions established by this Chapter: flows from riparian habitats and wetlands, diverted stream flows, rising groundwater, springs, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, uncontaminated water from foundation or footing drains, crawl space pumps, air conditioning condensate, irrigation water, lawn watering discharge, individual residential car washing, water hydrant flushing or other water treatment or distribution system, discharges from potable water sources, and street wash water.

(b) Discharge of swimming pools, crawl spaces, sump pumps, footing drains, and other sources that may contain sediment or other forms of pollutants may not be discharged directly to a gutter or storm sewer. This discharge must flow over a vegetated area to allow filtering of pollutants, evaporation of chemicals, and infiltration of water consistent with the stormwater requirements of the City.

(c) Discharges or flow from firefighting and other discharges specified in writing by the City as being necessary to protect public health and safety.

(d) Discharges associated with dye testing. This activity requires a verbal notification to the City prior to the start of any testing.

(e) Discharges associated with the necessary use of snow and ice control materials on paved surfaces.

(f) Any non-stormwater discharge permitted under a NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of Minnesota Pollution Control Agency (MPCA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

2. Prohibition of illicit connections.

(a) The construction, use, maintenance, or continued existence of illicit connections to the storm drainage system is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is considered to be in violation of this Chapter if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

(d) Connections in violation of this Chapter must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the City.

(e) Any drain or conveyance that has not been documented in plans, maps or similar documents, and which may be connected to the storm sewer system, must be located by the owner or occupant of that property at the owner's or occupant's sole expense upon receipt of written notice of violation from the City requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. The results of these investigations must be documented and provided to the City.

3. Notification of Spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or waters, said person must take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person must immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person must notify the City no later than the next business day. Notifications must be confirmed by written notice addressed and mailed to the City within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment must also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records must be retained for at least three years.

4. Management Practices

(a) The City will adopt requirements identifying BMPs for any activity, operation, or premises which may cause or contribute to pollution or contamination of stormwater, the storm drainage system, or Waters of the State. The owner or operator of such activity, operation, or premises must provide, at their owner's or operator's sole expense, reasonable protection

from accidental discharge of prohibited materials or other wastes into the municipal storm drainage system or watercourses through the use of structural and nonstructural BMPs.

(b) Any person responsible for a property or premises that is, or may be, the source of an illicit discharge, may be required to implement, at said person's sole expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, must be deemed proof of compliance with the provisions of this Section. These BMPs will be part of a Stormwater Management Plan (SWMP) as necessary for compliance with requirements of the NPDES permit.

505.10 Watercourse Protection

Every person who owns property through which a watercourse passes, or such person's lessee, must keep and maintain that part of the watercourse within the property free of trash, debris, yard waste, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee must maintain existing privately owned structures at the owner's or lessee's sole expense within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

505.11 Inspections

1. All erosion and sediment control measures and permanent stormwater BMPs must be inspected by the applicant to ensure integrity and effectiveness as outlined in the City's Public Works General Specifications and Standards and any approved Maintenance Agreements.

2. The City and its authorized representatives must be allowed to:

(a) Enter upon a site for the purpose of obtaining information, examination of records, conducting investigations, or performing inspections or surveys as often as may be necessary to determine compliance with the Chapter.

(b) Where feasible, the City will give 24-hours advance notice. In cases of emergency or ongoing discharge, the City must be given immediate access.

(c) Unreasonable delay in allowing the City access to the premises is a violation of this Chapter.

(d) The City may seek issuance of an administrative search warrant from any court of competent jurisdiction if it has been refused access to any part of the premises from which storm water is discharged, and

(1) Is able to demonstrate probable cause to believe that there may be a violation of this Chapter;

(2) That there is a need to inspect or sample as part of a routine inspection and such sampling program is designed to verify compliance with this Chapter or any order issued pursuant to it; and

(3) To protect the overall public health, safety and welfare of the City.

(e) Bring equipment on the site as is necessary to conduct any surveys and investigations or require the property owner/discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment must be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality must be calibrated to ensure their accuracy.

(f) Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the City's Public Works General Specifications and Standards.

(g) Inspect the erosion and sediment controls and permanent stormwater BMPs.

(h) Remove any temporary or permanent obstruction to the safe and easy access of an inspection.

(i) Correct deficiencies in stormwater and sediment and erosion control measures

3. The cost of providing access to inspectors and correcting deficiencies must be paid as outlined in Sections 505.13 and 505.15.

505.12 Maintenance

1. Maintenance of erosion and sediment control devices must occur in conformance with the Public Works General Specifications and Standards and the approved Maintenance Agreement.

2. All stormwater BMPs must be designed to minimize the need for maintenance, to provide access for maintenance purposes and to be structurally sound.

3. A Maintenance Agreement must be developed for the ongoing inspection maintenance of all permanent structural stormwater BMPs that documents all responsibilities for operation and maintenance. The Maintenance Agreement will be executed and recorded against the parcel. The Maintenance Agreement must be in a form approved by the City and must, at a minimum:

(a) Designate the Responsible Party who is responsible for ongoing inspection and maintenance of the permanent structural stormwater BMPs and the costs of any needed inspection and maintenance to be completed by the City as outlined in Section 505.15.

(b) Pass responsibilities for such maintenance to successors in title.

(c) Include a maintenance plan that contains, but is not limited to the following:

(1) Identification of all structural permanent stormwater BMPs.

(2) A schedule for regular inspection, monitoring, and maintenance of each structural BMP. Monitoring must verify whether the practice is functioning as designed and may include, but is not limited to quality, temperature, and quantity of runoff.

(3) Include a schedule and format for reporting compliance with the maintenance agreement to the City.

(d) Allow the City and its representatives the right-of-entry for the purpose of inspecting all permanent stormwater BMPs.

(e) Allow the City the right to repair and maintain the facility, if necessary maintenance is not performed after proper and reasonable notice to the Responsible Party, at the cost to the Responsible Party as outlined in Section 505.15.

4. The Responsible Party must make records of the installation and of all maintenance and repairs of the stormwater BMPs and must retain the records for at least three years. These records must be made available to the City during inspection of the stormwater BMPs and at other reasonable times upon request.

505.13 Financial Securities

1. The applicant must provide a financial security for the performance of the work in conjunction with a permit in the amount outlined in the Fees Chapter of the Code.

2. This security must be available prior to commencing the project. The form of the security must be:

(a) By a cash security deposited to the City for 30% of the total financial security when less than five acres of soil will be simultaneously exposed. When over five acres of soil will be simultaneously exposed to erosion, the cash security increases to the first \$5,000 or 10% of the total financial security, whichever is greater.

(b) The remainder of the financial security must be placed either with the City, a responsible escrow agent, or trust company, at the option of the City. Such security must contain money,

an irrevocable letter of credit, negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges that the funds are on deposit and guaranteed for payment. This security must declare the City free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement, or storage of rock, sand, gravel, soil, or other like material within the City. The type of security must be of a type acceptable to the City.

3. The City may request greater financial security from an applicant if the City determines that the development site is especially prone to erosion or the resource to be protected is especially valuable. If more soil is simultaneously exposed to erosion than originally planned, the amount of security must increase in relation to this additional exposure.

4. If at any time during the work the deposited security amount falls below 50% of the required deposit, the Applicant must make another deposit in the amount necessary to restore the deposit to the required amount within five days. If a deposit is not made, the City may:

(a) Withhold the scheduling of inspections or the issuance of a Certificate of Occupancy.

(b) Revoke any permit issued by the City to the applicant for the site in question and any other of the Applicant's sites within the City's jurisdiction.

(c) When more than one-third of the applicant's maximum exposed soil area achieves final stabilization, the City may reduce the total required amount of the financial security by one-third, if recommended in writing by the City Engineer. When more than two-thirds of the applicant's maximum exposed soil area achieves final stabilization, the City may reduce the total required amount of the financial security by two-thirds of the initial amount, if recommended in writing by the City Engineer.

(d) Any unspent amount of the financial security deposited with the City for faithful performance of the permit and permit related remedial work must be released not more than one full year after the completion of the installation of all such measures and the establishment of final stabilization.

505.14 Enforcement

1. In the following instances, the City may take enforcement actions against the applicant or property owner:

(a) The applicant or property owner ceases land disturbing activities and abandons the work site prior to completion of the permit requirements.

(b) The applicant or property owner fails to conform to this Chapter, the approved permit, City's Public Works General Specifications and Standards, the approved erosion and sediment

control plan, the permanent stormwater management plan, or related supplementary instructions.

(c) The Responsible Party does not follow the approved Maintenance Agreement.

2. When an applicant, property owner, or Responsible Party fails to conform to any provision of this Chapter, the City's Public Works General Specifications and Standards, an approved permit, or an approved Maintenance Agreement within the time stipulated by the City, the City may take the following actions:

(a) Issue a stop work order, withhold the scheduling of inspections or the issuance of a Certificate of Occupancy.

(b) Suspend or revoke any permit issued by the City to the applicant for the site in question or any other of the applicant's sites within the City's jurisdiction.

(c) Perform corrective work to address the violation either utilizing City staff or by a separate contract.

3. Additionally, the City may undertake the following enforcement actions against the property owner for violations related to Section 505.09, Illicit Discharge:

(a) Written warnings. When the City finds that a person has violated a prohibition or failed to meet a requirement of this Chapter and the violation or failure to meet a requirement has no ongoing adverse impact to the MS4 or Waters of the State, City staff may issue a written warning to the violator, provided that it is the person's first violation or failure to meet a requirement, to obtain voluntary compliance with this Chapter.

(b) Notice of violation. Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the City may order compliance by written notice of violation to the person. Such notice may require without limitation:

(1) The performance of monitoring, analysis, and reporting;

(2) The elimination of illicit connections or discharges;

(3) That violating discharges, practices, or operations must cease and desist;

(4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

(5) The implementation of source control or treatment BMPs. If abatement of a violation or restoration of affected property is required, the notice will set forth a deadline within which such remediation or restoration must be completed. Said notice must advise that,

should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense will be charged to the violator as outlined in Section 505.15;

(c) Suspension due to illicit discharge. The City may suspend MS4 discharge access under the following circumstances:

(1) Suspension due to illicit discharge in emergency situations. The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as it deems necessary to prevent or minimize damage to the MS4 or Waters of the State.

(2) Suspension due to detection of illicit discharge. Any person discharging to the MS4 in violation of this chapter may have its MS4 access suspended if such suspension would abate or reduce an illicit discharge. The City will notify the violator of the proposed suspension of its MS4 access. The person may petition the City for reconsideration and hearing. A person commits an offense if the violator reinstates MS4 access to premises suspended pursuant to this Chapter, without the prior approval of the City.

4. The City will begin corrective work under the following schedule:

(a) For failures of erosion and sediment control devices, illicit discharges, and illicit connections:

(1) Except during an emergency action, 48 hours after notification by the City or 72 hours after the failure of erosion and sediment control measures, whichever is less, or the date listed within the notice of violation, the City at its discretion may begin corrective work.

(2) Notification of the need to perform corrective work should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties the City has been unable to establish contact, the City may proceed with the corrective work.

(b) For failures of permanent stormwater BMPs or failures to comply with an approved maintenance plan, the City will provide the applicant, property owner, or the Responsible Party notice in writing that it intends to correct a violation of the design standards or maintenance plan by performing all necessary work to place the stormwater BMP in proper working condition. The notified party will have 30 days to perform the required maintenance and repair of the BMP in an approved manner. After 30 days, the City may proceed with the corrective work.

(c) If circumstances exist such that noncompliance with this Chapter poses an immediate danger to the public health, safety, and welfare as determined by the City Engineer or their designee, the City may take emergency preventative action. During such a condition the City may take immediate action prior to notifying the applicant and notify the applicant as soon as possible after work commences. Any cost to the City may be recovered from the applicant or property owner.

5. Violations deemed a public nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance as outlined in the Public Nuisances Chapter of the Code.

6. Remedies not exclusive The remedies listed in this chapter are not exclusive of any other remedies, including but not limited to civil action to enjoin or otherwise compel the cessation of any violation of this Chapter, available under any applicable federal, state or local law, and it is within the discretion of the City to seek cumulative remedies. The City may recover all attorneys' fees, court costs and other expenses associated with enforcement of this Chapter, including sampling and monitoring expenses.

505.15 Abatement

1. All costs incurred by the City during inspection and enforcement actions including but not limited to site access, staff time, contractor fees, and attorney's fees, must be reimbursed to the City. If payment is not made within 30 days after costs are incurred by the City, payment will be made from the applicant's financial securities.

2. If there is an insufficient financial amount in the financial securities to cover the costs incurred by the City, or if no financial security was provided, then the City may assess the remaining amount against the property. As a condition of the permit for land disturbance activities, the owner will waive notice of any assessment hearing to be conducted by the City, concurs that the benefit to the property exceeds the amount of the proposed assessment, and waives all rights by virtue of M.S. § 429.081 to challenge the amount or validity of the assessment.

505.16 Fees

The fees for this chapter are set in the Fees Chapter of the Code.

Section 7

That the Fridley City Code Chapter 214, Signs, be hereby amended as follows:

Fridley City Code Chapter ~~214~~506. Signs

~~214.01~~506.01 Purpose

The purpose of this Chapter is to provide a comprehensive and constitutionally-sound sign ordinance providing for the regulations ~~of signs~~ in the City of Fridley (City). Regulation of signs is necessary to prevent traffic hazards and ~~personal and/or~~ property damage. The purpose of this Chapter is to:

1. Regulate the number, location, size, type, illumination, and other physical characteristics of signs within the City in order to promote the public health, safety, and welfare;
2. Maintain, enhance, and improve the aesthetic environment of the City by preventing visual clutter that is harmful to the appearance of the community;
3. Improve the visual appearance of the City while providing for effective means of communication, consistent with constitutional guarantees and the City's goals of public safety and aesthetics; and
4. Provide for the fair and consistent enforcement of this Chapter.

It is not the purpose or intent of this Chapter to regulate the message displayed on any sign, to regulate any building design or any display not defined as a sign, nor to regulate any sign which cannot be viewed from outside a building.

~~214.02~~506.02 Definitions

Abandoned Sign: A sign which:

1. ~~Is~~ Continues to be displayed after expiration of a Sign Permit;
2. Remains after the demolition of a principal structure located on the ~~real~~ property where the sign is located.

Any ~~Sign~~ sign meeting this definition ~~shall~~ will be considered abandoned even if the Sign is legally nonconforming or authorized pursuant to a Special Use Permit or variance.

Address Sign: A sign consisting of numbers or numbers and a street name, identifying the address of a building ~~and/or~~ property.

Alteration: Any major change to a sSign sStructure, a sSign fFace, or a sSign aArea. Alteration does not include changes to the sSign's message if the message solely is changed without altering the sSign fFace, sSign sStructure, or the surface of the sSign.

Area Gateway Sign: A permanent, free-standing sSign located near a principal entrance of a residential or commercial property or group of properties sharing a common identity (e.g., plat, neighborhood, development, etc.).

Banner: A type of Temporary Sign comprised of any fabric, vinyl, or similar lightweight or non-rigid material, attached on all edges or corners to prevent movement of the material. Banner will include flags with a dimensional ratio exceeding 1.9 as established in this Chapter.

Bench Sign: A sSign which is attached to the front and rear surfaces of the backrest of a bench.

Billboard: A permanent, free-standing sSign with a standard sSign aArea of 14 ~~feet~~ by 48 ~~feet~~.

Changeable Message: A message on a sSign ~~or portion thereof~~ with characters, letters, pictures, panels, or illustrations that can be changed, rearranged, or replaced electronically or manually without altering the sSign fFace or the sSign sStructure.

Commercial Speech: Speech advertising a business, profession, commodity, service, or entertainment.

Directional Sign: A permanent, freestanding sign located no closer than 10 feet to a property line or driveway and situated ~~so as~~ to be readily visible to vehicles and pedestrians accessing ~~the~~ a property.

~~District: A zoning district as defined in Chapter 205 Zoning of the City Code.~~

Electronic Changeable Message: Programmable electronic message board, ~~and/or~~ programmable illuminated sign.

Flag: Any fabric or similar lightweight material attached at one edge or no more than two corners of the material, usually to a staff or pole, to allow movement of the material, and which has dimensions in a 1.9 ratio or other ratio as prescribed by Executive Order 10834, "The Flag of the United States." ~~and which contains distinctive colors, patterns, symbols, or text. If any dimension of a flag is more than three times as long as any other dimension, it shall be regulated as a temporary sign for the purposes of this section.~~

Flashing Sign: A directly or indirectly Illuminated sSign ~~which exhibits~~ with changing light or color effects ~~by any means, or that to provides~~ the illusion of intermittent flashing light, zooming, twinkling, or sparkling by means of animation.

Free-Standing Sign: A sSign which is located on the ground and not attached to any part of a building or structure.

~~Illuminated Sign: A Sign which contains an element designed to emanate artificial light internally or externally.~~

Incidental Sign: A small sign with a purpose secondary and accessory to the uses on the property on which it is located. No sign with a message legible off the premises ~~shall~~will be considered incidental.

Institution: A public or private institution including but not limited to places of worship, schools, ~~hospitals~~hospitals, and medical clinics.

Institutional Sign: A sSign on the premise of an ~~i~~nstitution.

Interstate 694 Corridor: Any real property immediately adjacent to and within 275 feet of the centerline of Interstate 694 right-of-way.

Interstate 694 Primary Sign: A permanent, free-standing sSign located within the Interstate 694 Corridor, intended to be visible from Interstate 694, and constructed ~~and/or~~ erected pursuant to § 214.15 Interstate 694 Corridor Signage Minnesota Statutes (M.S.).

Interstate 694 Secondary Sign: A permanent, free-standing sSign located on real property within the Interstate 694 Corridor, intended to be visible from public right-of-way intersecting Interstate 694, and constructed ~~and/or~~ erected pursuant to § 214.15 Interstate 694 Corridor Signage M.S.

Multiple Use Non-Residential Building: A building designed for multiple occupancy of non-residential tenants.

Motion Sign: A sSign which revolves, rotates, has moving parts, or gives the illusion of motion. A m~~m~~otion sSign does not include w~~w~~alking sSigns, ~~or c~~hangeable sSigns or ~~f~~flashing sSigns if the sole motion is changing lights or, illuminance, ~~or the message~~. A Motion Sign also does not include a Flag as defined and regulated by this chapter.

Mural: An image painted or applied to the exterior of a building wall or other permanent structure, and for which no more than five percent of the total area covered by the mural, or 100 square feet (whichever is less), consists of text.

Nonconforming Sign: A sSign lawfully erected prior to the effective date of this Chapter and which fails to conform to the requirements of this Chapter.

Non-~~c~~ommercial Speech: Speech not classified as commercial speech which includes, but is not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.

Obsolete Sign Copy: Sign copy that no longer advertises or correctly identifies a use conducted on the property where the sign is located.

~~Permanent Sign: A Sign comprised of durable materials and which is designed to be displayed for an indefinite period of time and which is not easily removed or relocated.~~

~~Projecting Sign: A Sign attached to a wall space that projects perpendicularly from a building or structure.~~

~~Roof: The exterior surface and its supporting structure on the top of a building or structure.~~

~~Roof Sign: A Sign erected, placed, and/or constructed on and/or above the Roof of a building, and which is supported by the Roof.~~

~~Sign: Any letter, word, symbol, poster, picture, reading matter, advertisement, announcement, message, or visual communication, whether painted, posted, printed, affixed, or constructed, which is displayed for informational or communicative purposes, and including its Sign Structure. The term Sign does ~~shall~~ not include architectural features or art not intended to communicate information, nor Murals murals, nor Flags flags as defined by this chapter.~~

Sign Area: The area of a Sign, including the border and the surface ~~that~~ which bears the message, but excluding the Sign Structure containing no message. The area of a sign with more than one visible face ~~is~~ shall be calculated by the sum of the area of each sign face divided by two. For signs without a frame, the square footage ~~shall be~~ is calculated as the area within a plane figure or figures bounded by straight lines connecting at right angles connecting the outermost points of the sign, as illustrated in Exhibit 1 below.

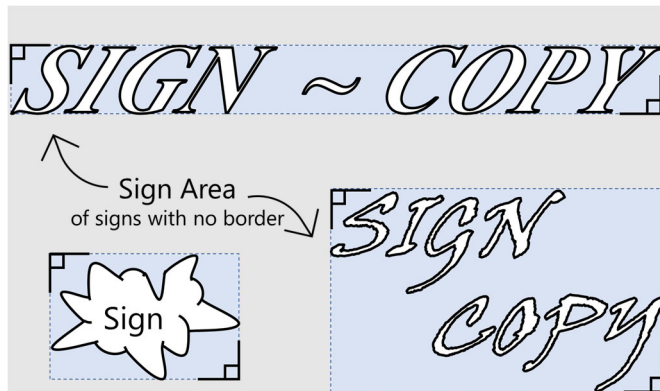


Exhibit 1: Sign Area

~~Sign Face: The surface of a Sign upon, against, and/or through which the message of the Sign is exhibited.~~

~~Sign Permit: An official document or certificate granting permission to erect a sign.~~

Sign Structure: A structure including the supports, uprights, bracing, and framework which supports or is capable of supporting a Sign.

Special Use Permit: A Special Use Permit as defined in ~~Chapter 205~~ the zoning chapters of the Fridley City Code (Code).

Static Display Area Signage: A durable, non-moving sign or grouping of signs constructed of plywood, rigid plastic, or similar durable weatherproof materials.

Temporary Sign: A ~~sign which is~~ designed to be erected or displayed for a limited period of time, including but not limited to: banners, pennants, beacons, sandwich or curb ~~signs, walking signs, yard signs and~~ balloons or other air or gas filled structures.

Vision Safety Zone: The triangular area of a corner lot beginning at the intersection of the street surface edge or curb lines, measuring 40 feet along each curb line and a straight line between the two points, as illustrated in Exhibit 2.

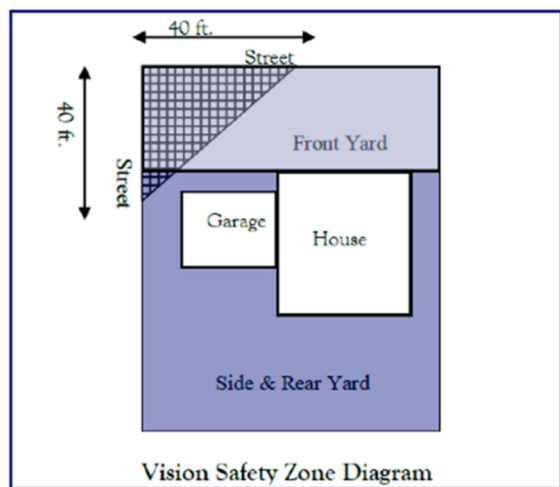


Exhibit 2: Vision Safety Zone

Wall Sign: A ~~sign~~ which is attached to the wall of a building or structure.

Walking Sign: A ~~sign held by or attached to a person or animal~~ human being who stands or walks on the premises ~~of at a business or event location. A person or animal dressed in costume, both for the purposes of advertising and/or otherwise seeking to drawing~~ attention to an individual, business, commodity, service, activity, or product is considered a walking sign.

Window Sign: A ~~sign~~ attached to the inside of a window for the purpose of viewing from outside the building. ~~A window sign does not include merchandise located in a window.~~

~~214.03506.03~~ General Provisions for Signs

1. No ~~sign shall~~ may be erected, constructed, posted, ~~and/or~~ utilized in the City unless the ~~sign is safe and~~ in compliance with this Chapter and all other provisions of the City Code.

2. No ~~f~~Free-~~s~~Standing ~~s~~Sign ~~may~~shall be placed closer than 10 feet to any property line or driveway, except ~~F~~free-~~s~~Standing ~~t~~Temporary ~~s~~Signs may be placed on sidewalks ~~during the hours that~~ in front of businesses or location otherwise open to the public when the adjacent ~~property~~business or location is open. ~~to the public, if the~~ The sign ~~must be placed~~ is located immediately in front of the entrance and ~~the Sign does~~must not violate the Americans with Disabilities Act or otherwise prohibit or impede pedestrian or vehicular traffic.

3. Freestanding ~~s~~Signs located within a Vision Safety Zone must have a minimum height of 10 feet from the bottom of the ~~s~~Sign to the finished ground grade, as illustrated in Exhibit 3:

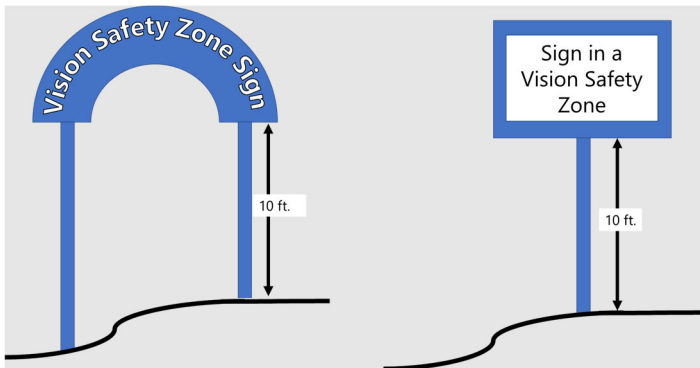


Exhibit 3: Freestanding Sign Height

4. No sign ~~shall~~may create a glare that ~~will~~impacts adjacent properties, drivers, or ~~pedestrians~~pedestrians.

5. Sign Maintenance

(a) Sign structures and surfaces of all signs must be maintained in a safe and presentable condition at all times, including the replacement of defective parts, painting, repainting, cleaning, and other acts required to prevent the sign and sign structure from becoming unsafe or hazardous.

(b) When any permanent sign erected pursuant to a sign permit is removed, the City must be notified, and the entire sign must be removed.

6. Nonconforming Signs. Nonconforming signs will be treated like other nonconforming uses and structures as for provided in the Zoning Title of the Code or M.S. Use of any nonconforming sign may not be continued after the sign is abandoned.

7. No sign may cause a public nuisance. If the City determines a sign is a public nuisance, the City may proceed in accordance with the Violations section of this Chapter and may bill the costs of enforcement to the property owner. The following are deemed to be public nuisances:

(a) Electronic signs which are non-working, have burnt out bulbs, incoherent messages, or are malfunctioning.

(b) Signs which have an incoherent message or missing characters.

(c) Signs that due to defective parts or lack of maintenance are deemed unsafe or hazardous.

(d) Signs that are dilapidated or damaged.

(e) Abandoned signs.

(f) Obsolete sign copy that has not been covered or removed within 30 days after written notification from the City.

(g) Signs in violation of this Chapter, including but not limited to, those posted without a sign permit, signs in excess of number limitations, signs exceeding size limitations, signs in violation of setback and location requirements, signs impeding pedestrian or vehicular traffic, signs with changeable messages changing more quickly than allowed, electronic signs exceeding luminance levels, and signs that otherwise are a menace to the general health, safety, and welfare of the public.

214.04506.04 Signs Allowed in all Districts

1. Address Signs: Each dwelling, business, or building must have a minimum of one ~~a~~Address sSign, that is a minimum size as prescribed in the Building Code ~~of four inches high and one-half inch wide.~~ The ~~s~~Sign must be illuminated or reflective and visible from the public right-of-way. Where building access is by means of a private road and the building address cannot be viewed from the public right of way, a monument, pole, or other sign ~~or means shall~~must be used to identify the structure. ~~A No-S~~ sign ~~p~~Permit is not required for address signs.

2. Bench Signs: Bench ~~s~~Signs may be displayed in all ~~d~~Districts but may only be placed on benches at transit stops and may not be any larger than or extend beyond any portion of the bench. A bench sign may only be placed on a bench not larger than 42 inches high or more than 30 inches wide or seven feet long overall. No ~~s~~Sign pPermit is required for bench signs.

3. Noncommercial Flags: Non-~~c~~Commercial flags may be displayed in all ~~d~~Districts in accordance with state and federal law. Any ~~n~~Non-cCommercial flag may be displayed in lieu of the United States or State of Minnesota flag. No ~~s~~Sign pPermit is required for noncommercial flags.

4. Permanent Free-Standing Sign: Permanent ~~f~~Free-sStanding ~~s~~Signs may be displayed in all Districts, subject to all requirements of the District, including permit requirements.

5. Wall Signs: Wall ~~s~~Signs may be displayed in all ~~d~~Districts but must comply with size and number requirements of the ~~d~~District, including permit requirements.

6. Noncommercial Signs: During a state general election year, there ~~shall be~~ no permit required or restrictions on size or number of ~~n~~Noncommercial ~~s~~Signs beginning 46 days before the state primary election until 10 days following the state general election, pursuant to Minnesota Statute Section 211B.045, ~~as may be amended from time to time~~. Such ~~s~~Signs are subject to all other restrictions for their ~~s~~Sign type and ~~d~~District, including all setback requirements.

In the R-1, R-2, R-3, R-4, & S-1 ~~d~~Districts, ~~n~~Noncommercial ~~s~~Signs are also allowed as are ~~also be allowed at all times as w~~Window ~~s~~Signs, subject to a maximum ~~s~~Sign AArea of 40 percent of the window area where the sign is placed.

7. Temporary Signs: All other ~~t~~Temporary ~~s~~Signs may be displayed in all ~~d~~Districts, subject to ~~a~~ the requirements of the ~~d~~District, including permit requirements.

8. Window Signs: Window ~~s~~Signs may be displayed in all ~~d~~Districts without a permit, but must comply with all size and number requirements of the ~~d~~District.

9. Signs may be erected within a public right-of-way in any ~~d~~District provided that such ~~s~~Sign is approved by the appropriate governmental agency with authority over the right of way.

10. Incidental Signs: Incidental signs may be displayed without a permit in all ~~d~~Districts, subject to all requirements of the ~~d~~District.

11. ~~Hospital Signs on Hospital Property~~: Notwithstanding any provisions to the contrary, due ~~to~~ the confusion and anxiety that may arise from emergencies, and the necessity of quickly and efficiently finding treatment, the City Council finds that hospital identification and emergency ~~s~~Signs on hospital property may be larger than other ~~p~~Permanent ~~f~~Free-~~s~~Standing ~~s~~Signs or ~~w~~Wall ~~s~~Signs for the public to quickly identify a hospital. Consistent with this, ~~a Hospital sSigns on a hospital property,~~ including both ~~f~~Free-~~s~~Standing and ~~w~~Wall ~~s~~Signs, may have a maximum ~~s~~Sign aArea of 100 square feet in all ~~d~~Districts. A ~~s~~Sign ~~p~~Permit is required.

214.05506.05 Signs Prohibited in All Districts

1. Signs erected or displayed ~~upon~~ any public right-of-way, ~~as defined in~~ City Code § 205.02.72, or public property, as defined in the Definitions section of the zoning chapters of the Code~~City Code § 205.02.71~~, except official or temporary traffic control signs, signals, or devices, ~~at any time the public right-of-way or public property is open for public use~~, unless otherwise permitted by this Chapter or other applicable law. Any ~~s~~Sign posted in violation of this Section is ~~declared to be deemed~~ abandoned property and. ~~T~~he City may seize the ~~s~~Sign and immediately destroy it. A violation of this Section is a misdemeanor. The City may file a citation against the individual who placed the sign and may seek the costs of removal.

2. Signs depicting, representing, or constituting obscene material, pursuant to ~~Minnesota Statutes, as may be amended from time to time~~ M.S. or other applicable law.

3. Signs which by reason of size, location, movement, content, coloring, or manner of illumination may be confused with the lights of an emergency or road equipment vehicle, a traffic sign, signal, or device, or which hides from view any traffic sign, signal, or device.

4. Motion ~~s~~Signs.

5. Flashing ~~s~~Signs.

6. Signs obstructing a Vision Safety Zone.

7. Roof ~~s~~Signs.

8. Abandoned ~~s~~Signs.

9. Signs with oObsolete ~~s~~Sign ~~c~~Copy.

~~214.06~~506.06 Permit Requirements

1. The following ~~s~~Signs ~~shall~~ may not be erected, altered, reconstructed, or moved in the City without first securing a ~~s~~Sign ~~p~~Permit from the City. ~~However, a A sign permit shall is not be required for the to changing of the display surface or message on a previously approved and erected sign:~~

(a) Permanent, ~~f~~Free-~~s~~Standing ~~s~~Signs, including but not limited to ~~a~~Area ~~g~~Gateway ~~s~~Signs, ~~b~~Billboards, ~~i~~Institutional ~~s~~Signs, and ~~t~~Interstate 694 ~~C~~Corridor ~~s~~Signs.

(b) Wall ~~s~~Signs.

(c) Temporary ~~s~~Signs not located in an R-1, R-2, R-4, or S-1 District.

(d) Static ~~d~~Display ~~a~~Area ~~s~~Signs.

2. For ~~s~~Signs requiring a ~~s~~Sign ~~p~~Permit, the content of the message or speech displayed on the ~~s~~Sign ~~shall~~ will not be reviewed or considered in determining whether to approve or deny a ~~s~~Sign ~~p~~Permit. Applications ~~for a sSign pPermit shall must~~ be made in writing on a form approved by the City and addressed to the City Manager or their designee. Applications ~~must~~ shall contain the information necessary to approve the permit request.

3. The City ~~shall or their designee may~~ approve or deny a ~~t~~Temporary ~~s~~Sign ~~p~~Permit within five business days of receiving a complete application. ~~The City shall approve or deny a pPermanent sSign pPermit within 60 days of receiving a complete application. If the City denies the sSign pPermit, the City shall must provide written reasons for the denial at the time the City denies the sSign pPermit.~~

4. A ~~t~~Temporary ~~s~~Sign ~~p~~Permit ~~is~~shall be valid for the time period stated on the approved permit. ~~A~~The time period for a Ttemporary ~~s~~Sign ~~p~~Permit ~~will~~shall not exceed 30 days. ~~There must be 30 days between repeated temporary sign permits for the same location.~~

5. Failure to comply with this Section is a misdemeanor.

(a) If a ~~t~~Temporary ~~s~~Sign is posted in violation of the permit requirements, the City may issue a citation to the ~~s~~Sign owner, remove the ~~s~~Sign, and~~/or~~ invoice the property owner for the cost of the ~~s~~Sign ~~p~~Permit and any penalties as provided ~~in the Fees Chapter of the Code.~~by Chapter 11.

(b) If a ~~p~~Permanent ~~s~~Sign is posted in violation of the permit requirements, the City may issue a citation to the property owner, and~~/or~~ seek abatement in accordance with ~~§ 214.20~~the Violations section of this Chapter, including, but not limited to, removal of the ~~s~~Sign, and payment of the ~~s~~Sign ~~p~~Permit, ~~and~~ any penalties as provided by ~~Chapter 11~~the Fees Chapter of the Code, and any enforcement costs.

6. A ~~s~~Sign ~~p~~Permit for a permanent sign ~~shall~~will expire if the work has not been substantially initiated within 180 days ~~and/or~~ substantially completed within one year of the date of the permit's issuance.

7. Any ~~s~~Sign ~~p~~Permit may be revoked by the City ~~upon~~ failure of the holder to comply with any provision of this ~~Chapter, the City Code,~~code or with the terms of the permit ~~at the time of its issuance.~~ A permit holder may appeal a decision to revoke a permit pursuant to the process set forth in the Appeals section of this Chapter. The revocation will be stayed pending a decision on an appeal.

~~214.07~~506.07 Signs Allowed by District

The following table represents the allowable signage and area requirements of a single sign (in square feet) by zoning district. "No" indicates the sign type is not allowed in the district. A ~~s~~Sign ~~p~~Permit is required unless otherwise specified in this Chapter:

Sign Type	Maximum Sign Size by Zoning District (in square feet unless otherwise noted)							Number of Signs Allowed	Sign Specific Standard
	R-1, R-2, R-4, & S-1	R-3	CR-1	C-1, C-2	C-3	M-1, M-2	M-3, M-4, S-3		
Area Gateway Sign	24	32	48	80	80	80	80	1 per development	214 <u>506</u> .07.01
Institutional Sign	32/80/^	32/80/^						1 freestanding sign	214 <u>506</u> .07.02

								per street frontage	
Directional Signs	4	4	4	4	4	4	4	No numeric limit	214 506. 07.03
Wall Signs	3	^	^	^	^	^	^	1 sign in R-1, R-2, R-4, & S-1 2 in M-1, M-2, M-3, M-4, & S-3 & as Institutional Signs 1 per wall in CR-1, C-1, C-2, & C-3	214 506. 07.04
Window Signs (Percentage of Window Size)	40%*	40%*	40%	40%	40%	40%	40%	1 per window	214 506. 07.05
Permanent Freestanding Signs	32; as Institutional Signs only	32	48	80	80	80	80	1 per street frontage	214 506. 07.06
Billboards	No	No	No	No	700	700	No	No numeric limit	214 506. 07.07
I-694 Corridor Signs	No	No	By property size	By property size	By property size	By property size	By property size	1 per frontage	214 506. 07.08
Temporary Signs	6	32	32	32	32	32	32	1 per property in R-1, R-2, R-4, & S-1 1 or 2 per street frontage in all other Districts	214 506. 07.09
Incidental Signs	2	4	6	6	6	6	6	No numeric limit	214 506. 07.10
Static Display	32; as Institutional	48	48	48	48	48	48	1 per property	214 506. 07.11

Area Signage	nal Signs Only								
	*Noncommercial signs only.								
	^ Fifteen times the square root of the wall length where the sign is to be located.								

1. Area Gateway Signs are allowed under the following parameters:

(a) Maximum of one ~~a~~Area ~~g~~Gateway ~~s~~Sign per development. The development ~~shall~~must include at least six parcels or two acres of land, whichever is less, and all properties that comprise the area ~~shall~~must consent to the placement of the ~~a~~Area ~~g~~Gateway ~~s~~Sign.

(b) The land ~~upon~~ which the sign is located ~~must~~has been dedicated for ~~such a~~ use by easement, plat or other legal and recordable instrument unless such sign would otherwise be permitted ~~herein~~.

(c) A maintenance agreement ~~shall~~must be recorded which, among other things, provides for the long-term responsibility, care, and maintenance of ~~such the~~ sign.

~~(d) —~~Maximum height of 25 feet above the finished ground grade.

~~(e) —~~~~(d)~~ Maximum sign area of 24 square feet in R-1, R-2, R-4, ~~&~~and S-1 Districts, 32 square feet in the R-3 District, 48 square feet in the CR-1 District, and 80 square feet in the C-1, C-2, C-3, M-1, M-2, M-3, M-4, ~~&~~and S-3 Districts.

2. Institutional Signs.

(a) In the R-1, R-2, ~~&~~and S-1 Residential Districts, a property which contains a legal nonresidential institutional use authorized by issuance of a Special Use Permit may display ~~the following i~~Institutional ~~s~~Signs under the following parameters:

(1) Institutions may have one Ppermanent freestanding sign per street frontage area.s ~~shall be allowed as follows:~~

~~———— One per street frontage.~~

(2) Maximum sign area of 32 square feet, or 80 square feet, if located a minimum distance of 50 feet from any neighboring residential property.

(3) Maximum height of 25 feet above the finished ground grade.

~~(2) —~~~~(b)~~ Institutions may have wWall ~~s~~Signs ~~shall be allowed~~ as follows:

(1) ~~—~~~~((a))~~ Maximum of two walls per ~~i~~Institution.

(2) ~~—((b))~~ Maximum sSign aArea of 15 times the square root of the wall length on which the sSign is to be placed.

~~(3)(c)~~ Institutions may have sStatic dDisplay aArea signs are shall be allowed as follows:

(1) ~~—((a))~~ One per street frontage.

(2) ~~—((b))~~ Maximum size of 32 square feet.

~~(d)~~ In all other districts, iInstitutional sSigns shall may be allowed by dDistrict rRegulations for applicable sign type (e.g., wWall sSigns, pPermanent fFreestanding sSigns, or sStatic dDisplay Aarea rea sSigns).

~~(e)~~ Sign pPermits are required for iInstitutional sSigns.

3. Directional Signs.

(a) Directional signs are allowed under the following parameters:

~~(a)(1)~~ 1. Maximum sSign aArea of four square —feet.

~~(b)~~ (2) Minimum 20 feet in any direction between dDirectional sSigns placed on the same property.

~~(c)~~ (3) -Sign pPermits are not required for dDirectional sSigns.

3.4. Wall Signs.

(a) Wall signs are allowed under the following parameters:

~~(1)~~ 1. For residential properties in the R-1, R-2, R-4, ~~& and~~ S-1 dDistricts, the mMaximum wWall sSign sSize is three square feet.

~~(b)~~ (2) 2. For pPermitted nNonresidential uUses in the R-1, R-2, ~~& and~~ S-1 Residential Districts, a property which contains a legal nonresidential institutional use authorized by issuance of a Special Use Permit, two walls may display signs with a mMaximum sSign aArea of ~~fifteen~~ 15 times the square root of the wall length on which the sSign is to be placed, as illustrated in Exhibit 4:

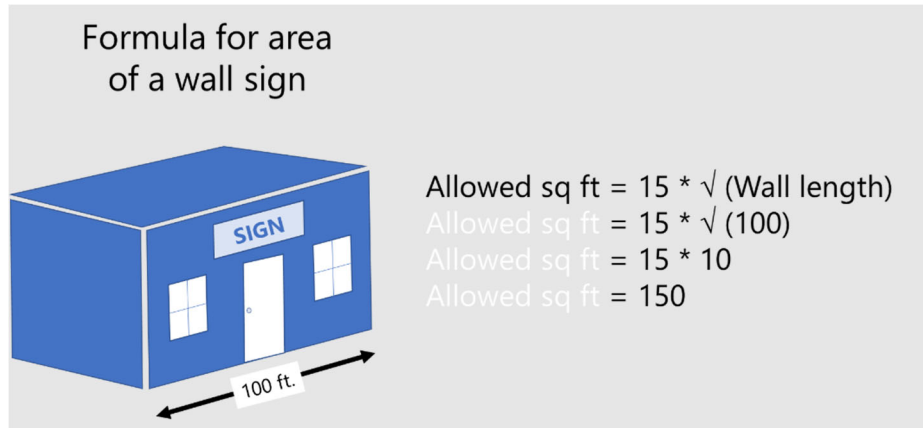


Exhibit 4: Wall Sign Area

~~(c) 3(3).~~ Wall signs with a mMaximum sSign aArea of ~~fifteen (15)~~ times the square root of the wall length on which the sSign is to be placed may be placed on a maximum of two walls of properties in the M-1, M-2, M-3, M-4, and S-3 Districts, as illustrated in Exhibit 4 ~~above~~.

~~(d) 4.~~ Wall signs with a mMaximum sSign aArea of ~~fifteen (15)~~ times the square root of the wall length on which the sSign is to be placed may be placed in the CR-1, C-1, C-2, and C-3 Districts, as illustrated in Exhibit 4 above.

~~(e) 5.~~ Sign Permits are required for wWall sSigns.

4.5. Window Signs.

~~(a) 1.~~ (a) Window signs are allowed under the following parameters:

~~(1) 1.~~ Maximum sSign aArea of 40 percent% of the window area.

~~(b) 2.~~ In the R-1, R-2, R-3, R-4, ~~& and~~ S-1 Districts, nNoncommercial wWindow sSigns are allowed.

~~(c) 3.~~ Sign pPermits are not required for wWindow sSigns.

5.6. Permanent Freestanding Signs.

~~(a) 1.~~ (a) Permanent freestanding signs are allowed under the following parameters:

(1) Maximum of one sSign per street frontage, not including dDirectional sSigns, bBillboards, Interstate 694 primary signs and Interstate 694 secondary signs.

(2) ~~(b)~~ Maximum height of 25 feet above the finished ground grade.

~~(c)~~(3) Minimum distance of 50 feet from any R-1, R-2, R-4, ~~& and~~ S-1 Residential District.

~~(d)~~(4) Maximum size of 32 square feet as ~~Institutional Signs~~ in the R-1, R-2, R-4, ~~& and~~ S-1 Districts; 32 square feet in the R-3 District; 48 square feet in the CR-1 District; and 80 square feet in the C-1, C-2, C-3, M-1, M-2, M-3, M-4, ~~& and~~ S-3 Districts.

~~(e)~~(5) May have an electronic changeable message provided that the:

~~(a)~~(1) Message does not change more than once every eight seconds.

~~(b)~~(2) Message ~~shall never flashes~~ or ~~has~~ve motion that may distract vehicular traffic.

~~(c)~~(3) Light level ~~shall does not exceed~~ three tenths of a 3-foot candles above ambient light as measured from 250 feet.

~~(f)~~(6) Sign ~~p~~Permits are required for ~~p~~Permanent ~~f~~Freestanding ~~s~~Signs.

6.7. Billboards.

(a) Billboards are ~~shall be~~ permitted in the C-3, M-1, ~~& and~~ M-2 Districts on real property adjoining the public rights-of-way of the Interstate Highway 694 Corridor and must follow the following parameters:

~~(b)~~——(1) Maximum height of 35 feet above the finished ground grade.

~~(c)~~——(2) Minimum vertical distance between the bottom of the ~~b~~Billboard and the ground ~~is of 10~~ten feet.

~~(d)~~——(3) ~~N~~shall not to exceed two ~~s~~Sign ~~f~~Faces.

~~(e)~~——Billboards with two ~~s~~Sign ~~f~~Faces must~~shall~~ have the ~~s~~Sign ~~f~~Faces attached back-to-back at a horizontal angle not to exceed 45 degrees.

~~(f)~~——Distances and Setbacks.

~~(1)~~(4) Minimum of 1,000 linear feet ~~linear~~ between ~~b~~Billboards located on the same side of the public right-of-way. Distance ~~shall~~must be measured along the centerline of the right-of-way.

~~(2)~~——(5) Minimum of 2,500 linear feet between ~~b~~Billboards located on the same side or the opposite side of the public right-of-way that have an electronic changeable message. Distance ~~shall~~must be measured along the centerline of the right-of-way.

~~(3)~~(6)_Minimum of 30 feet from any property line abutting a public right-of-way.

~~(4)~~(7)_Minimum of ~~ten~~ ~~(10)~~ feet from any other property line.

~~(5)~~(8)_Minimum of 500 feet from any street, ramp, or merging traffic.

~~(6)~~(9)_Minimum of 500 feet from any residential or public zoning diDistrict.

~~(g)~~——(10)_The sSign sStructure shall must be all metal or another durable material and be either painted or treated to prevent deterioration.

~~(h)~~——(11)_Any lighting will must be shielded to prevent beams or rays of light from being directed at any portion of the traveled way of the public rights-of-way, shall may not be of such intensity or brilliance as to cause glare or to impair the vision of any motor vehicle operator, shall may not otherwise interfere with any driver's operation of a motor vehicle, and shall may not create a nuisance on adjoining property.

~~(i)~~(12)_Billboards shall may be in addition to, and not in lieu of, pPermanent fFree-sStanding sSign allowances.

~~(j)~~(13)_.Sign pPermits are required for bBillboards.

7.8. Interstate 694 Corridor Signage.

(a) Interstate 694 Corridor signage is allowed under the following parameters:

(1) Maximum of one Interstate 694 primary sign per property zoned CR-1, C-1, C-2, C-3, M-1, M-2, M-3 and S-2 and located within 275 feet of the centerline of Interstate 694.

~~(b)~~——(2)_Where the property abuts a second public right-of-way, the property shall may also be allowed an Interstate 694 sSecondary sSign on the frontage adjacent to the second public right-of-way.

~~(c)~~ Height.

~~——(1)~~——(3)~~For~~ Interstate 694 pPrimary sSigns may be up to: 35 feet above the finished ground grade.

~~——(2)~~——~~For~~(4)_. Interstate 694 sSecondary sSign may be up to: 25 feet above the finished ground grade.

~~(d)~~ Maximum Sign Area.

~~(1) — (5) For Interstate 694 pPrimary sSigns, maximum sSign aArea is determined by the acreage class of the development. The following chart determines the maximum sSign aArea:~~

<u>Acreage Class</u>	<u>Sign Size Permitted</u>
35 acres +	500 square feet
10-35 acres	240 square feet
1-10 acres	120 square feet
Less than one acre	80 square feet

Allowed size by parcel is shown in Exhibit 5/~~Appendix A below:~~

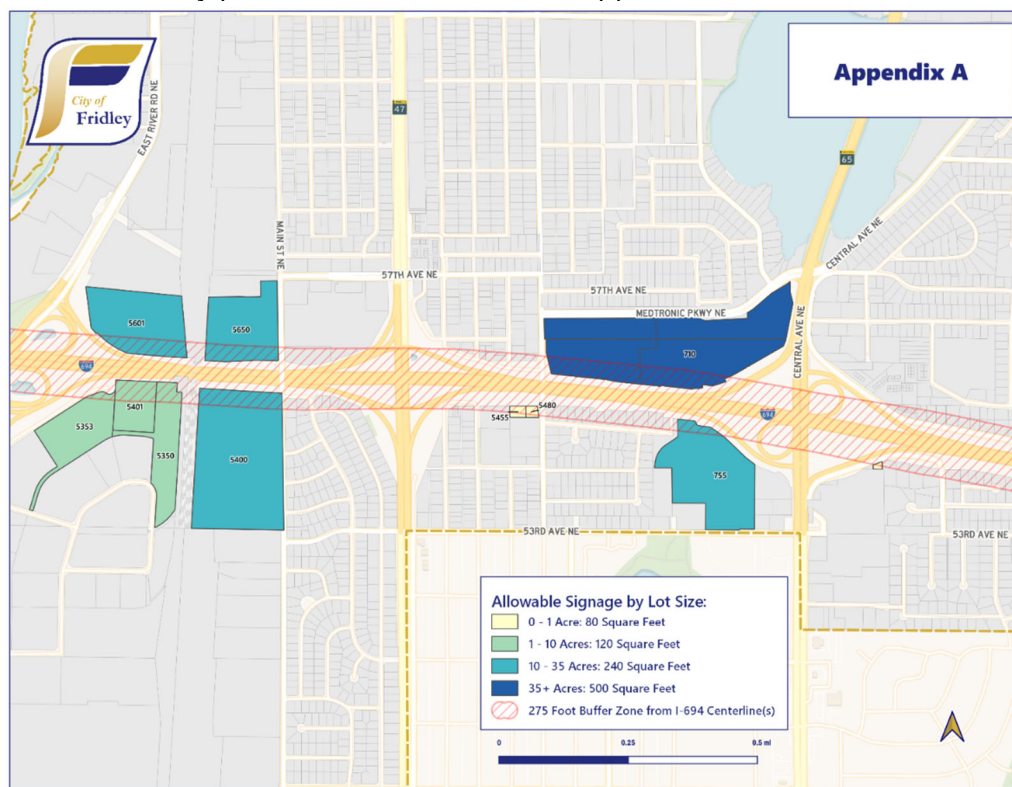


Exhibit 5: I-694 Signage

~~(2)(6) For Interstate 694 sSecondary sSigns may have a:~~ maximum sSign aArea of 40 square feet. The maximum sSign aArea can be increased up to 80 square feet if the sSign aArea of the Interstate 694 pPrimary sSign is reduced by the equivalent number of square feet (e.g., if the Interstate 694 sSecondary sSign is 72 square feet, the maximum sSign aArea of the Interstate 694 pPrimary sSign is reduced by 32 square feet).

~~(e) — Setback and Location.~~

(7) ~~(1)~~—Interstate 694 Corridor sSignage is subject to all setback requirements for Permanent Free-Standing Signs~~permanent free-standing signs~~ within the District.

(8) ~~(2)~~—Interstate 694 pPrimary sSigns must be located within the Interstate 694 Corridor.

~~(3)~~(9) Interstate 694 sSecondary sSigns must be located on frontage adjacent to a public right-of-way intercepting Interstate 694.

~~(4)~~(10) Interstate 694 primary sign and Interstate 694 secondary signs ~~shall~~may be in addition to, and not in lieu of, permanent free-standing sign allowances.

~~(5)~~(11) Interstate 694 pPrimary sSigns and Interstate 694 sSecondary sSigns are subject to all restrictions for pPermanent fFree-sStanding sSigns within the District not in conflict with this subsection.

~~(6)~~(12) Sign pPermits are required for Interstate 694 Corridor sSigns.

8.9. Temporary Signs.

(a) ~~Free-Sstanding tTemporary sSigns~~ may be placed on sidewalks during the hours that the property placing the tTemporary sSign is open to the public under the following parameters:

(1) The sign must be is-located immediately in front of the entrance of the property placing the temporary sign.

(2) The sign ~~Sign does not must not cannot~~ violate the Americans with Disabilities Act or otherwise prohibit or impede pedestrian or vehicular traffic.

(3) ~~A shall be limit ofed to~~ one sign per property in the R-1, R-2, R-4, ~~& and~~ S-1 Districts and one per street frontage in all other Districts, except properties with more than 100 linear feet of street frontage may have two temporary signs per street frontage exceeding 100 linear feet. ~~(c)~~

(4) Maximum size of six 6-square feet in the R-1, R-2, R-4, ~~& and~~ S-1 Districts and 32 square feet in all other Districts. ~~(d)~~——

(5) Sign pPermits are not required for tTemporary sSigns in the R-1, R-2, R-4, ~~& and~~ S-1 Districts. Sign pPermits are required for tTemporary sSigns in other Districts.

10. Incidental Signs.

(a) Incidental signs are allowed under the following conditions:

(1)(a) ~~Signs must~~ be oriented or so designed so that the sign message is not legible off the premises where the sign is displayed.

(2)(b) The sign must be accessory to the use(s) on the property on which it is located.

(3)(c) Maximum size of ~~two~~ 2 square feet in the R-1, R-2, R-4, ~~& and~~ S-1 Districts, ~~four~~ 4 square feet in the R-3 District, and ~~six~~ 6 square feet in all other Districts.

(4)(d) A sign permit is not required for incidental signs.

11. Static Display Area Signage.

(a) ~~Static display area signage is allowed under the following parameters:~~

(1) A manual ~~changeable~~ message may comprise up to 50% of the static display area signage.

(2)(b) ~~Signs may~~ not include an electronic ~~changeable~~ message.

(3)(c) ~~Signs may~~ not be internally illuminated.

(4)(d) A maximum height of six feet for freestanding static display area signage.

(5)(e) A maximum size of 32 square feet as Institutional Signs in the R-1, R-2, R-4, ~~& and~~ S-1 Districts and 48 square feet in all other Districts.

(6)(f) One static display area signage installation is allowed per street frontage.

(7)(g) Legal nonconforming real estate signs and construction signs established prior to the effective date of this Chapter ordinance shall ~~will~~ be included in a property's allowance for static display area signs.

(8)(h) Static display area signage shall ~~will~~ be allowed in addition to other freestanding or wall signs for a property.

214.08 Sign Erectors' License Requirements

~~No person, firm, or corporation shall engage in the business of erecting, altering, constructing, moving, or removing permanent free-standing signs under this Chapter unless a licensed to do so has been approved by the City. The annual license fee and expiration date shall be as provided in Chapter 11 of the City Code. A license is not required for changes to an existing sign in a way not constituting an alteration.~~

214.09 Existing Signs

~~—1. Sign Maintenance.~~

~~(a) — The Sign Structures and surfaces of all s Signs shall be maintained in a safe and presentable condition at all times, including the replacement of defective parts, painting, repainting, cleaning, and other acts required to prevent the sSign and/or Sign Structure from becoming unsafe or hazardous.~~

~~(b) — When any pPermanent sSign erected pursuant to a sSign pPermit is removed, the City shall be notified, and the entire sSign shall be removed.~~

~~2. Nonconforming Signs. Nonconforming signs shall be treated like other nonconforming uses and structures as for provided in City Code § 205.04.3, or as otherwise specified Minnesota Statutes, or may be amended from time to time. However Nonconforming Signs may not be continued if the Sign is abandoned.~~

~~—3. Public Nuisance.~~

~~(a) — The following are deemed to be public nuisances:~~

~~(1) — Electronic sSigns which are non-working, have burnt out bulbs, or incoherent messages, or are malfunctioning.~~

~~(2) — Signs which have an incoherent message or missing characters.~~

~~(3) — Signs that due to defective parts or lack of maintenance are deemed unsafe or hazardous.~~

~~(4) — Signs that are dilapidated or damaged.~~

~~(5) — Abandoned sSigns.~~

~~(6) — Obsolete sign copy that has not been covered or removed within 30 days after written notification from the City.~~

~~(7) — Signs in violation of this Chapter, including but not limited to, those posted without a necessary sSign pPermit, sSigns in excess of number limitations, sSigns exceeding size limitations, sSigns in violation of setback and location requirements, sSigns impeding pedestrian or vehicular traffic, signs with Cchangeable Mmessages changing more quickly than allowed, eElectronic sSigns exceeding luminance levels, and sSigns that otherwise are a menace to the general health, safety, and welfare of the public.~~

~~(b) — If the City determines a sSign is a public nuisance, the City may proceed in accordance with Section § 214.12 of this Chapter and may bill the costs of enforcement to the property owner.~~

~~214.10~~506.08 Multiple Use Non-Residential Buildings

1. All owners of multiple use non-residential buildings containing three or more non-residential units, ~~if they have not already done so,~~ must submit a comprehensive sSign pPlan to the City Manager or their designee for approval.
2. All future sSigns erected within the multiple use non-residential building ~~shall~~must conform to the ~~conditions of the sSign pPlan.~~
3. Existing sSigns within the multiple use non-residential building which do not meet the requirements of this Chapter ~~and/or sSign pPlan are,~~ shall be defined as a Nonconforming sSigns and ~~shall will~~ be subject to the restrictions set forth in the Nonconforming Signs Section ~~214.09.02 of this Chapter.~~

~~214.11~~506.09 Enforcement

The City Manager or their designee ~~shall be~~is responsible for the enforcement of this Chapter.

~~214.12~~506.10 Violations

1. Any sSign that ~~which~~ is unsafe, appears unkempt or neglected, has been constructed or erected in violation of the ~~City Code,~~ is a hazard to the health, safety, and/or general welfare of the public, or is in violation of any other section of the ~~City Code~~ is hereby declared to be a nuisance and to be in violation of this Chapter.
2. Any person who has erected a sSign without ~~securing the necessary~~ first obtaining a sSign pPermit prior to erection, ~~shall will be,~~ when subsequently securing such sSign pPermit, be required to pay an investigation fee equal to the sSign pPermit fee and ~~is are shall be~~ subject to all other penal provisions of this City Code.
3. Notice of violations, hearings, and abatement ~~shall will~~ be governed by the provisions in ~~City Code of the Public Nuisance Chapter 128~~ providing for the abatement of nuisances. Copies of the notice ~~shall will~~ be mailed to the property owner. Administrative assessments and penalties may be assessed as provided in ~~Chapter 11~~Fee Chapter to the property owner.
4. Nothing in this Section or in ~~City Code Chapter 128~~the Abatement of Exterior Public Nuisances Chapter ~~shall will~~ be deemed to prevent the City from seeking other relief and penalties, including but not limited to, criminal penalties.

~~214.13~~ Penalty

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 and Chapter 11 of the City Code. Each day the violation continues in existence shall be deemed a separate violation.~~

~~214.14~~506.11 Appeals

1. To provide for a reasonable interpretation of the provisions of this Chapter, any owner, tenant, applicant, or any other person or business aggrieved by any order, requirement, decision, or determination made by the City or its representatives in the enforcement and interpretation of this Chapter may request a hearing before the Planning Commission. Appeals ~~shall~~will be governed by the procedure in ~~City~~the Appeals section of the zoning chapters of the Code § 205.07.

2. Any owner, tenant, applicant, or any other person or business aggrieved by a final decision of the Planning Commission, pursuant to the procedure in ~~City Code § 205.07~~the zoning chapters may seek judicial review within 30 days after the final decision.

~~214.15~~506.12 Noncommercial Speech Substitution

Signs containing ~~n~~Noncommercial ~~s~~Speech are permitted anywhere that ~~s~~Signs containing ~~c~~Commercial ~~s~~Speech are permitted, subject to the same regulations applicable to such ~~s~~Signs.

~~214.16~~506.13 Variances

Variances to the strict application of this Chapter may be granted under the provisions established under ~~City Code § 205.05.6. Zoning: Variances~~the Variance requirements of the zoning chapters of the Code.

~~214.17~~506.14 Severability

If any subsection, sentence, clause, or phrase of this section is for any reason held to be invalid by a court of competent jurisdiction, such decision ~~shall~~will not affect the validity of the remaining portions of this section. The City Council hereby declares that it would have adopted this Chapter and ~~section~~section in each subsection, sentence, clause~~clause~~, or phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, or phrases ~~be~~were declared invalid.

Section 8

That the Fridley City Code Chapter 220, Residential Rental Property Maintenance and Licensing Code, be hereby amended as follows:

Fridley City Code

Chapter ~~220.507.~~ Residential Rental Property Maintenance and Licensing Code

~~220.01.~~ Title

~~This Chapter shall be referred to as the "Residential Rental Property Maintenance and Licensing Code".~~

~~220.02.~~ 507.01 ~~Preamble~~Purpose

The City of Fridley (City) believes that providing for public health, safety, and welfare to its citizens mandates the existence of a rental property licensing and maintenance program which corrects substandard conditions and maintains a standard for rental property. This Chapter establishes licensing, inspection and maintenance requirements for rental dwellings.

~~220.03.~~ 507.02 Scope

Except as provided herein, this Chapter applies to all buildings which are rented in whole or in part as a dwelling ~~for to~~ persons other than the property owner. It includes all accessory structures such as garages and storage buildings, and appurtenances such as sidewalks and retaining walls, ~~which are on the lot where the rental property is located.~~

~~220.04.~~ Purpose

~~This Chapter establishes licensing, inspection, and maintenance requirements for rental dwellings.~~

~~220.05.~~ Discrimination and Private Contracts

~~This Chapter shall be enforced in a non-discriminatory manner and exclusively for the purpose of promoting public health, safety and welfare. The City neither expressly nor by implication assumes any obligations or liabilities respecting such private rights or disputes, including those which involve or arise out of the nonconformity of any premises in the City to the provisions of this Ordinance. Nothing in this Ordinance precludes a Licensee from entering into a contract for the maintenance, repair, or management of a rental dwelling; in such cases, however, Licensee will still be held responsible to ensure the condition of the property conforms with this Chapter.~~

~~220.06.~~ 507.03 Definitions

~~For the purpose of this Chapter, certain terms and words are defined. Words not specifically defined in this Chapter shall have their ordinary meanings within the context with which they are used. The referenced dictionary of the governing Minnesota State Building Code shall will be considered as providing ordinarily accepted meanings.~~

Whenever the words "Dwellings," "Dwelling Unit," "Building," "Structure" or "Premises" are used in this Chapter, they shall will be construed as though they were followed by the words, "or any part thereof."

~~The following words, terms, and phrases and their derivatives shall be construed as defined in this section; words used in the singular include the plural and the singular; words used in the masculine gender include the feminine and vice versa.~~

1.—Accessory Structure or Use: A subordinate building or use ~~which is~~ located on the same lot as principal building or use ~~and is~~ which is necessary or incidental to the conduct of the principal building or use.

2.—Approved.

~~Approved as to construction, installation, and maintenance in accordance with all applicable codes and state statutes.~~

3.—Basement: That portion of a building between floor and ceiling which is partly below grade, but so located that the vertical distance from grade to floor below is more than the vertical distance from grade to ceiling.

4.—Bedroom: A habitable room within a dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, ~~but shall not to~~ include any kitchen or dining area.

5.—Building: Any structure having walls and a roof, built for the shelter or enclosure of persons, animals, or property of any kind.

6.—Clean.

~~The absence of rubbish, garbage, vermin, and other unsightly, offensive, or extraneous matter.~~

7.—Compliance Official: The designated authority charged with the administration and enforcement of the Fridley City Code (Code) ~~this code~~, or ~~his/her~~ their duly authorized representative.

8.—Condominium: A building containing multiple dwellings in which portions are designated for separate ownership and the remainder ~~of which~~ is designated for common ownership solely by the owners of ~~these separate dwellings- portions~~ separate dwellings. A building containing multiple dwellings is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

9.—Dwelling: A building or one or more portions of a building occupied or intended to be occupied for residential purposes.

10.—Dwelling, Multiple: A building or one or more portions of a building occupied or intended to be occupied for residential purposes by two (2) or more individuals or families with separate living units independently of each other.

11.—Dwelling, One-Family: A detached building designed exclusively for occupancy by one (1) individual or family.

12.—Dwelling, Two-Family: A detached building designed exclusively for occupancy by two (2) individuals or families with two (2) separate living units independently of each other.

13.—Dwelling Unit: A single unit meant to provideing complete independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

14.—Easily Cleanable: Readily accessible and of such material and finish, and so fabricated and placed that residue which may accumulate can be completely removed by normal cleaning methods.

15.—~~Electrical System.~~

~~Any and all methods of transmitting electricity to and within any dwelling or dwelling unit.~~

16.—~~Exit.~~

~~A continuous and unobstructed means of egress to a public way and shall include intervening doors, doorways, corridors, ramps, stairways, smoke proof enclosures, horizontal exits, exit passageways, exit courts, and yards.~~

17.—Extermination: The control and elimination of insects, rodents, or other pests by eliminating their harborage places, ~~by~~ removing or making inaccessible materials that may serve as their food, ~~by~~ poisoning, spraying, fumigating, or trapping, or by any other ~~recognized or~~ legal pest elimination methods ~~approved.~~

18.—Family

1. An individual or two or more persons legally related by blood, marriage, domestic partnership, or adoption, including foster children, in a linear relationship such as spouses, grandparents, parents, children, grandchildren and siblings.

B.—2. A group of not more than five (5) persons not related by blood, ~~or~~ marriage, domestic partnership, foster care, guardianship, or adoption living together in a dwelling unit.

~~19. Floor Area, Gross: The sum of the gross horizontal area of the several floors of a structure or structures measured from the exterior faces and exterior walls or from the center line of common walls separating dwelling units. Basements devoted to storage and/or off-street parking shall may not be included.~~

~~20. Functioning:~~

~~In such physical condition as to safely perform the service or services for which an item is designed or intended.~~

~~21. Governing Building Code:~~

~~The applicable edition of the Minnesota State Building Code.~~

~~22. Habitable Room: A room or, enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes; excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements, pantries, utility rooms, foyers, communicating corridors, stairways, closets, storage spaces, and attics.~~

~~23. Heated Water:~~

~~Heated water supplied to plumbing fixtures at a temperature of not less than 110 degrees Fahrenheit.~~

~~24. Heating, Ventilating and Air Conditioning Systems:~~

~~Any and all units, equipment, material, and miscellaneous devices used in the process of heating, ventilating, and air conditioning of any dwelling or dwelling unit.~~

~~25. Infestation: The presence within or around a dwelling or dwelling unit of an unusually large number of insects, rodents, vermin, or other pests causing damage or distress to the occupants of the dwelling.~~

~~26. International Building Code (I.B.C.): Shall mean ~~t~~The code published by the International Code Council, Inc., and any materials referenced therein.~~

~~27. Kitchen:~~

~~A habitable room within a dwelling unit intended to be used for the cooking of food or the preparation of meals.~~

~~28. Let, Operate or Rent: To permit possession or occupancy of a dwelling or dwelling unit, whether or not compensation is paid, by a person who is not the legal owner of the dwelling unit record thereof, pursuant to a written or unwritten lease.~~

~~29. Licensee: The owner of property licensed as a rental dwelling pursuant to this Chapter.~~

~~30. Living Room:~~

~~A habitable room within a dwelling unit which is intended to be used primarily for general living purposes.~~

~~31. Lodging House:~~

~~Any building or portion thereof containing not more than five (5) guest rooms where rent is paid in money, goods, labor, or otherwise.~~

~~32. Maintenance:~~

~~To keep in a good state of repair; to preserve from deterioration.~~

~~33. Non-combustible:~~

~~Any material or a combination of materials which complies with the current version of the Minnesota State Building Code, including the most recent adopted version of the International Building Code and International Residential Code incorporated therein by reference.~~

~~34. Non-resident Owner:~~

~~An owner of a rental dwelling who does not reside or live in the rental dwelling.~~

~~35. Nuisance:~~

~~A nuisance shall be any act as defined in Chapter 110 of the City Code.~~

~~36. Occupancy: The purpose for which a structure, or part thereof, is used or intended to be used.~~

~~37. Occupant: Any person residing in a dwelling or dwelling unit.~~

~~38. Operator, Manager, Caretaker, or Agent: Any person who has charge, care or control of a structure, or part thereof, in which rental dwelling units are let.~~

~~39. Owner: Any person, firm, corporation, or agent who alone, jointly or severally with others having a legal or equitable interest in the property or recorded in the official state, county or City records has holding title to the property or otherwise having control of the property.~~

40.–Person: An individual, corporation, firm, association, company, partnership, organization, or any other legal entity.

41.–Plumbing System: All of the following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, vents, and any other similar fixtures and the installation thereof, together with all connections of water, sewer, or gas lines.

42.–Premises: A platted lot or portion thereof or an unplatted parcel of land and adjacent right-of-way either occupied or unoccupied by a building and/or accessory structure.

~~43.–Property.~~

~~All land and structures and systems therein, platted lots or parts thereof or an unplatted parcel of land.~~

~~44.–Proper Connection to an Approved Sewer System.~~

~~A functioning sewer connection free from defects, leaks or obstructions with sufficient capacity to drain all fixtures or appliances which feed into it. The sewer system must be capable of disposing of sewage in a safe, sanitary, and adequate manner.~~

~~45.–Proper Connection to an Approved Water System.~~

~~A functioning plumbing connection free from defects, leaks or obstructions providing a potable, controllable flow of water.~~

~~46.–Public Areas.~~

~~Those areas which are normally used by or open to the general public, regardless of access restriction by a locked exterior door.~~

~~47.–Reasonable Care.~~

~~The treatment of all facilities, fixtures, equipment, and structural elements such that depreciation of these objects and materials is due to their age and normal wear rather than due to neglect.~~

48.–Refuse: Any solid or liquid waste products or those having the character of solids rather than liquids in that they will not flow readily without additional liquid and which are composed wholly or partly of such materials as garbage, swill, sweepings, cleanings, trash, rubbish, litter, industrial solid wastes or domestic solid wastes, organic wastes or residue of animals sold as meat, fruit or other vegetable or animal matter from kitchens, dining rooms, markets, or food establishments of any

places dealing in or handling meat, fowl, grain or vegetables; offal, animal excrete or the carcass of animals; tree or shrub trimmings; grass clippings, brick, plaster or other waste matter resulting from the demolition, alteration or construction of buildings or structures; accumulated waste materials, cans, containers, tires, junk; or other such substance which may become a nuisance.

~~49. Rental Dwelling or Rental Dwelling Unit: A dwelling or dwelling unit and accessory structure (if any) let for rent or lease. The term rental dwelling ~~shall~~ will include all dwelling units located within the rental dwelling.~~

~~50. Repair:~~

~~To restore to a sound and acceptable state of operation, serviceability or appearance in the determination of the City.~~

~~51. Retaining Wall: A wall or structure constructed of stone, concrete, wood, or other materials used to retain soil, as a slope transition, or edge of a planting area.~~

~~52. Rodent Harborage: Any place where rodents live, nest, or seek shelter.~~

~~53. Rodent Proof: A condition where a structure or any part thereof is protected from rodent infestation by eliminating ingress and egress openings such as cracks in walls and holes in screens. For the purpose of this Chapter ordinance, the term "rodent-proof" ~~shall~~ may be construed as though it included "insect-proof" and "vermin-proof."~~

~~54. Safe:~~

~~The condition of being free from danger and hazards which may cause accidents or disease.~~

~~55. Story:~~

~~That portion of a building included between the upper surface of any floor and the upper surface of the next floor above it; if there is no floor above it, the space between the floor and the ceiling above it. A basement is a story for the purposes of height regulations if one-half (1/2) or more of the basement height is above the level of the adjoining ground.~~

~~56. Structure: Anything constructed or erected which requires location on or under the ground or attached to something having location on or under the ground.~~

~~57. Unsafe: As applied to a structure, a condition or combination of conditions which are dangerous or hazardous to persons or property.~~

~~58. Unsanitary:~~

~~Conditions which are dangerous or hazardous to the health of persons.~~

~~59. Use:~~

~~The purpose for which land, a building, or structure is or is to be used or occupied, and shall include the performance of such activity as defined by the performance standards of this Chapter.~~

~~60. Water Closet: A toilet, with a bowl and trap made in one piece, which is connected to the City water and sewer system or other approved water supply and sewer system.~~

~~61. Yard: All ground, lawn, court, walk, driveway, or other open space constituting part of the same premises and on the same lot with a main building.~~

~~220.07.~~—507.04 Responsibility of Owners

The owner of a dwelling or dwelling unit ~~shall be~~ is responsible for the maintenance of the ~~at~~ structure and for meeting the provisions of this Chapter. ~~Those~~ These responsibilities may not be abrogated by a private agreement.

~~220.08.~~—507.05 Joint Responsibilities of Occupants and Owners

1. No owner, operator, or occupant of any dwelling unit ~~shall~~ should allow the accumulation or formation of dirt, filth, refuse, or rodent harborages on the premises ~~which they occupy or controls in a manner that could create a health hazard to the dwelling occupants or the general public.~~

2. ~~Nuisances:~~ No owner, operator, or occupant of any dwelling unit ~~shall~~ may allow the formation or presence of any nuisances in or ~~about~~ on the premises ~~he/she/they~~ occupy/ies or controls.

~~3. Conduct on licensed premises: Every owner, operator, or occupant of any dwelling unit shall conform to the provisions of Section 220.14 of this Chapter.~~

~~220.09.~~—507.06 Removal of Equipment and Discontinuance of Basic Services

No owner, operator, or occupant ~~shall~~ may cause any service, utility, facility, or equipment ~~which is~~ required under this Chapter, to be removed from or shut off from any occupied dwelling or dwelling unit except for such temporary interruptions as may be necessary ~~while during actual repairs or alterations are in process or during temporary emergencies.~~

~~220.10.~~—507.07 Minimum Standards for Principal Structures

1. Minimum Exterior Standards

(a) Foundations, exterior walls, and roofs. The foundation, exterior walls, and exterior roof ~~shall must~~ be water-tight, rodent proof, and ~~shall~~ be kept in sound condition and repair. Every window, exterior door, and hatchway ~~shall must~~ be substantially tight, and ~~shall must~~ be kept in sound condition and repair. The foundation ~~shall must~~ adequately support the building at all points. Exterior walls ~~shall must~~ be maintained and kept free from dilapidation by cracks, tears, or breaks or from deteriorated plaster, stucco, brick, wood, or other material that is extensive and gives evidence of long neglect. The protective surface on exterior walls of a building above ground level ~~shall must~~ be maintained in good repair so as to provide a sufficient covering and protection of the structural surface underneath against its deterioration. Without limiting the generality of this section, a protective surface of a building ~~shall will~~ be deemed to be out of repair if:

(1) The protective surface is paint which is blistered to an extent of more than ~~twenty-five percent (25%)~~ of the area of any plane or wall or other area including window trim, cornice members, porch railings, and other such areas;

(2) More than ~~ten percent (10%)~~ of the pointing of any chimney or ~~twenty-five percent (25%)~~ of the pointing of any brick or stone wall is loose or has fallen out.

(3) More than ~~twenty-five percent (25%)~~ of the finish coat of a stucco wall is worn through or chipped away.

(4) Any exterior surface or plane required to be repaired under the provisions of this section ~~shall must~~ be repaired in its entirety. If a weather-resistant surface such as brick, plaster, or metal is covered with paint that is more than ~~twenty-five percent (25%)~~ blistered, it ~~shall must~~ be repainted unless the defective paint covering is removed in its entirety.

(b) Accessory Structure Maintenance. Accessory structures supplied by the owner, operator, or occupant on the premises of a dwelling ~~shall must~~ be structurally sound, and be maintained in good repair and appearance. Exterior walls, foundations, roofs, and exits of ~~an~~ accessory structures ~~shall must~~ be maintained in accordance with the standards set forth for principal structures.

(c) Fence Maintenance. Fences ~~shall must~~ be maintained in good condition both in appearance and in structure. Wood material, other than decay-resistant varieties, ~~shall must~~ be protected against decay by use of paint or other preservatives. If ~~twenty-five percent (25%)~~ or more of the painted surface of a fence is determined by the Compliance Official to be paint blistered, the surface ~~shall must~~ be properly scraped and repainted.

(d) Retaining Walls. Retaining walls ~~shall must~~ be kept in good condition, repair, and appearance. A retaining wall ~~shall will~~ be deemed out of repair when it has substantially shifted or slumped out of its original design position.

(e) Yard Cover. All exposed areas surrounding (or within) a principal or accessory use, including street boulevards which are not devoted to parking, drives, sidewalks, patios, or other such uses, ~~shall~~must be landscaped with grass, shrubs, trees, or other ornamented landscape material and ~~shall~~must be maintained to prevent erosion from wind and/or water runoff. Such landscaping ~~shall~~must be maintained in good condition and free of noxious weeds. Grass and weeds may not exceed ~~ten~~(10) inches in height at any time.

(f) Gutters and Downspouts. Existing gutters, leaders, and downspouts ~~shall~~must be maintained in good working condition as to provide proper drainage of storm water. In no case ~~shall~~may storm water be channeled into the sanitary sewer system. ~~Neither shall~~In no case may storm water, ice, or snow be directed into, or channeled across walkways or streets where it is likely to be a hazard to life or health.

(g) Exterior Lighting. For multiple family dwellings, all exterior parking areas ~~shall~~must be provided with an average, maintained, horizontal illumination of six-tenths ~~(0.6)~~ foot candles. Parking lot illumination ~~shall~~may not be directed onto a public street or adjoining property.

(h) Snow and Ice Removal. The owner of a dwelling containing two ~~(2)~~ or more dwelling units ~~shall be~~is responsible for cleaning and maintaining all walks, drives, and parking areas, and keeping steps free of any ice or any snow accumulations of two or more inches within 24 hours of the storm's completion.

(i) Driving and Parking Areas. The owner of a multiple family dwelling or dwellings ~~shall is~~be responsible for providing and maintaining ~~in good condition~~all paved and delineated parking areas and driveways in good condition for occupants ~~consistent with the City Code~~.

(j) Facilities for Storage and Disposal of Refuse. Every owner of a residential property ~~shall is~~be responsible for providing and maintaining facilities for the storage and disposal of refuse and for arranging for the collection of refuse ~~this material as required by the City Code~~.

(k) Grading and Drainage. Every yard, court, or passageway on a rental property ~~the premises on which a dwelling stands~~ must be maintained ~~in a way~~ to prevent the excessive accumulation of standing water ~~which constitutes a detriment to the health and safety of the occupants or the general public~~.

2. Minimum Plumbing Standards. All plumbing systems in every dwelling unit and in all shared or public areas ~~shall~~must be properly installed and maintained in a sanitary, safe, and functioning condition, and ~~shall~~must be properly connected to an approved sanitary system.

(a) Every fixture, facility, or piece of equipment requiring a sewer connection ~~shall~~must have a functioning connection, free from defects, leaks, or obstructions, and ~~shall~~must possess sufficient capacity to drain all other fixtures, facilities, or pieces of equipment which feed into it. The sewer system must be capable of conveying all sewage into the municipal sanitary sewer system.

(b) Every fixture, facility, or piece of equipment requiring a water connection ~~shall~~must have a functioning connection, free from defects, leaks, or obstructions. Each water connection ~~shall~~must possess sufficient capacity to adequately supply all fixtures, facilities, or pieces of equipment to which connected with an uncontaminated, controllable flow of water.

3. Minimum Electrical Standards. Every dwelling unit and all public and private areas ~~shall~~must be supplied with electric service, functioning and safe circuit breakers or fuses, electric outlets, and electric fixtures which are properly installed and maintained in a safe working condition. The minimum capacity of such electric service and the minimum number of electric outlets and fixtures ~~shall be~~are as follows:

(a) Dwellings containing one or two dwelling units ~~shall~~must have at least the equivalent of ~~sixty (60)~~ ampere, electric service per dwelling unit;

(b) Dwelling units ~~shall~~must have at least one ~~fifteen (15)~~ ampere branch electric circuit for each ~~six hundred (600)~~ square feet of dwelling unit floor area;

(c) Every habitable room ~~shall~~must have at least one floor or wall-type electric convenience outlet for each ~~sixty (60)~~ square feet or fraction thereof of total floor area, and in no case less than two such electric outlets. Temporary wiring, extension cords, or drop cords ~~shall~~may not be used as permanent wiring. In cases where more than two outlets are required, one ceiling or wall-type light fixture may be substituted for one required outlet. Required outlets ~~shall~~must, insofar as possible, be spaced equal distances apart;

(d) Every water closet compartment, bathroom, kitchen, laundry room, and furnace room ~~shall~~must contain at least one supplied ceiling or wall-type electric light fixture and every bathroom and laundry room ~~shall~~must contain at least one electric convenience outlet;

(e) Every public hall and stairway in every multiple family dwelling ~~shall~~must be adequately ~~lighted~~ by natural or electric light at all times, so as to provide illumination having an intensity of not less than one foot candle at floor level to all parts thereof. The lights in the public halls and stairways of dwellings containing not more than two dwelling units may be controlled by conveniently located switches instead of full-time lighting;

(f) A convenient switch for turning on a light in each dwelling unit ~~must~~shall be located near the principal point of entrance to such unit. A patio door entrance may be exempt if it is not a principal entrance;

(g) If provided, exterior electrical outlets ~~must~~shall be weather proofed. No electrical drop cords, extension cords, or electrical wires ~~shall~~may extend across a walkway or driveway, or otherwise create a hazard to pedestrians or vehicles.

4. Minimum Heating Standards

(a) All dwellings must have primary heating facilities which are properly installed and maintained in a safe, efficient working condition and which can maintain a minimum indoor temperature of not less than 68 degrees F at a point three feet above the floor in all habitable rooms, bathrooms and water closet compartments in every dwelling unit location therein, pursuant to Minnesota Statute (M.S.) § 216B.096, commonly referred to as the Minnesota Cold Weather Rule.

(b) Gas or electric appliances designed specifically for cooking or water heating purposes, and portable heating equipment, ~~shall~~are not ~~be~~ considered primary heating facilities for the purposes of this Section.

~~C. No owner or occupant shall install, operate, or use a heater employing a flame that is not installed and maintained in accordance with the manufacturer's specifications and applicable City and State Codes.~~

~~(d)~~(c) Whenever the occupant lacks direct control over the primary heating facility to ~~his/her/their~~ dwelling unit, it ~~shall be~~is the responsibility of the owner to maintain minimum heating standards as set forth above.

5. Water Heating Standards: Every dwelling unit ~~must~~shall have supplied water heating facilities which are installed in an approved manner, properly maintained, and which are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower, and laundry facilities, or other similar units at a temperature of not less than ~~one hundred ten degrees (110 degrees)~~ Fahrenheit, ~~forty six degrees (46 degrees)~~ Celsius, at any time needed. Water temperatures ~~shall~~must comply with but not exceed the standards stipulated in the most recently adopted Minnesota Energy Code.

6. Minimum Natural Light and Ventilation Standards: Every habitable room ~~must~~shall have window area of no less than eight percent ~~(8%)~~ of the floor area and at least one window facing directly outdoors which can be opened easily. At minimum, the total openable window area of every habitable room ~~shall~~must be ~~four percent (4%)~~ of the floor area of the room, and in no case less than four ~~(4)~~ square feet. In lieu of natural ventilation, a mechanical ventilating system may be provided which is capable of providing two air changes per hour, with ~~twenty percent (20%)~~ of the air supply taken from the outside. Every bathroom and water closet compartment ~~shall~~must have at least ~~fifty percent (50%)~~ of the openable window requirement otherwise appropriate for the floor area, except that no windows ~~shall~~may be required if such rooms are equipped with an exhaust fan connected directly to the outside, capable of providing five ~~(5)~~ air changes per hour. For the purpose of determining light and ventilation requirements, any room may be considered as a portion of an adjoining room when one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or ~~twenty five (25)~~ square feet, whichever is greater. Windows ~~shall~~may not be required in kitchens of dwelling units when such kitchen has an opening of at least ~~twenty~~

{20} square feet into an adjoining habitable room and when such kitchen is provided with an approved mechanical ventilation system. In addition, the window area of the adjoining habitable room referred to above ~~shall~~ may be of sufficient size so as to provide for the light and ventilation requirements of the kitchen area as well as for said adjoining habitable room.

7. Minimum Structural Standards

(a) Floors, Interior Walls, and Ceilings. Every floor, interior wall, and ceiling ~~must~~ shall be adequately protected against the passage and harborage of vermin, rodents, and insects. Every floor ~~must~~ shall be free of loose, warped, protruding, or rotted flooring materials and all floor covering ~~must~~ shall be maintained in good condition. Every interior wall and ceiling ~~must~~ shall be free of holes and large cracks, loose plaster, and blistered paint and ~~must~~ shall be maintained in good condition. Lead based paints classified toxic to children ~~must~~ shall not be used on wall or molding surfaces. Every toilet room, bathroom, and kitchen floor surface ~~must~~ shall be easily cleanable and maintained in good condition.

(b) Stairways, Porches, and Balconies. Every stairway, inside or outside of a dwelling, and every porch or balcony, ~~must~~ shall be kept in safe condition and sound repair. Every flight of stairs and every porch and balcony floor ~~must~~ shall be free of structural deterioration. Every stairwell and every flight of stairs which is more than three risers high ~~must~~ shall have at least one handrail approximately ~~thirty to thirty-eight~~ (30-38) inches high, measured vertically from the nose of the stair tread to the top of the handrail. All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than ~~thirty~~ (30) inches above grade or floor below, and roofs used for other than service of the building ~~must~~ shall be protected by a guardrail; guardrails ~~must~~ shall be not less than ~~thirty-six~~ (36) inches in height. Open guardrails and open stair railings on unenclosed stairways ~~must~~ shall have intermediate rails such that a sphere four ~~(4)~~ inches in diameter cannot pass through. Every handrail and balustrade ~~shall~~ must be firmly fastened and maintained in good condition. A flight of stairs which has settled out of its intended position, or pulled away from the supporting or adjacent structures enough to cause a hazard, must be repaired. No flight of stairs ~~shall~~ may have rotting, loose or deteriorating supports. Excepting spiral and winding stairways, the treads and risers of every flight of stairs ~~shall~~ must be uniform in width and height. Stairways ~~must~~ shall be capable of supporting loads that normal use may cause to be placed thereon. The minimum dimensions that will be accepted for existing stairways are as follows: rise not to exceed eight ~~(8)~~ inches in height, run of treads to be not less than nine ~~(9)~~ inches in depth.

(c) Windows, Doors, and Screens. Every window, exterior door, and hatchway ~~must~~ shall be substantially tight and ~~must~~ shall be kept in sound condition and repair. Every window other than a fixed window or storm window, ~~must~~ shall be capable of being easily opened. Every window or other device with openings to outdoor space which is used or intended to be used for ventilation ~~must~~ shall be supplied with ~~sixteen~~ (16) mesh screens. All windows on basement and first floor levels ~~must~~ shall have proper locking devices to prevent opening from the outside. All doors and door and window frames ~~must~~ shall be free of blistered paint

and ~~shall~~must be maintained in good condition. All door and window hardware and locks must all be functional and be maintained in good condition.

(d) Safe Building Elements. Every roof, floor, ~~every~~ porch, ~~and~~ balcony, stairway, and every appurtenance thereto, must ~~shall~~ be safe to use and capable of supporting loads that normal use may cause to be placed thereon.

(e) Access to Dwellings. Access to and egress from each dwelling must ~~shall~~ be provided by at least one doorway that is a minimum of ~~thirty-six (36)~~ inches wide and ~~eighty (80)~~ inches high and otherwise complies with the fire exit provisions of the ~~City's Fire Code~~.

(f) Minimum Ceiling Height. The ceiling height of any habitable room must ~~shall~~ be at least seven ~~(7)~~ feet; except that in any habitable room under a sloping ceiling, at least one-half of the floor area ~~shall~~ may have a ceiling height of at least seven ~~(7)~~ feet, and the floor area of that part of such a room where the ceiling height is less than five ~~(5)~~ feet ~~shall~~ may not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy.

(g) Rooms Below Grade. A room located partly or wholly below grade may be used as a habitable room of a dwelling unit provided all of the requirements of this ~~Chapter~~ Ordinance are met. If a room below grade is used for sleeping purposes, an emergency escape or egress must be provided. Acceptable means of egress include:

(1) Escape or rescue window with a minimum net clear openable area of 5.7 square feet. The minimum net clear openable height dimension ~~shall~~ will be 24 inches. The minimum net clear openable width dimension must ~~shall~~ be 20 inches. The finished sill height ~~shall~~ may not exceed 44 inches above the floor.

(2) Exterior-type door or hatch meeting the same minimum requirements as specified in ~~this Chapter~~ 220.10.07. ~~(G)-(I)~~.

(h) Door Locks and Security. All doors leading to public or shared areas from all dwelling units must ~~shall~~ be ~~provided~~ furnished with a single cylinder deadbolt lock, ~~which must be~~ openable from the interior without the use of a key or tool. Deadbolt, night latch, or chain locks must be mounted at a height not to exceed 48" inches from the finished floor and a minimum of 34" inches from the finished floor. The deadbolt must be capable of being locked from the exterior of the unit. Manually operated flush bolts or surface bolts are not permitted.

8. Minimum Interior Standards

(a) Kitchen Facilities. Every kitchen in every dwelling unit must ~~shall~~ include the following:

(1) A kitchen sink in good working condition and properly connected to an approved water supply system. It ~~must~~ shall provide at all times an adequate amount of heated and unheated running water under pressure and be connected to an approved sewer system.

(2) Cabinets ~~and/or~~ shelves for the storage of eating, drinking, and cooking equipment and utensils, and of food that does not require refrigeration for safekeeping; and a counter or table for food preparation. Said cabinets ~~and/or~~ shelves and counter or table ~~must~~ shall be, adequate for the permissible occupancy of the dwelling unit and ~~must~~ shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.

(3) A stove and a refrigerator which are properly installed with all necessary connections for safe, sanitary, and efficient operation. ~~Provided that such~~ The stove, refrigerator, or similar devices need not be installed when a dwelling unit is not occupied ~~and/or~~ when the occupant ~~is expected~~ has agreed, in a written lease, to provide same ~~the devices~~ on occupancy, in which case sufficient space and adequate connections for the installation and operation of said stove, refrigerator, or similar devices must be provided.

(b) Toilet Facilities. Within every dwelling unit, there ~~must~~ shall be a ~~nonhabitable~~ nonhabitable room with an entrance door which affords privacy to a person within ~~said~~ room. ~~The room must be and which room is~~ equipped with a flush water closet in good working condition. ~~Said~~ The flush water closet ~~shall~~ must ~~be equipped with~~ have easily cleanable surfaces, ~~shall~~ must be connected to an approved water system that at all times provides an adequate amount of running water under pressure to cause the water closet to ~~be~~ operated properly, and ~~shall~~ must be connected to an approved sewer system.

(c) Lavatory Sink. Within every dwelling unit, there ~~must~~ shall be a lavatory sink. ~~Said~~ The lavatory sink may be in the same room as the flush water closet, or if located in another room, the lavatory sink ~~must~~ shall be located in close proximity to the door leading directly into the room ~~in which said~~ where water closet is located. The lavatory sink ~~shall~~ must be in good working condition, ~~and shall be~~ properly connected to an approved water system, ~~and shall~~ provide ~~at all times~~ an adequate amount of heated and unheated running water under ~~adequate~~ pressure, and ~~shall~~ must be connected to an approved sewer system.

(d) Bathtub or Shower. Within every dwelling unit, there ~~shall~~ must be a non-habitable room which affords privacy ~~to a person within said room~~ and which is equipped with a bathtub or shower in good working condition. ~~Said~~ The bathtub or shower may be in the same room as the flush water closet, or in another room, ~~and shall~~ must be properly connected to an approved water supply system, ~~and shall~~ provide ~~at all times~~ an adequate amount of heated and unheated water under ~~adequate~~ pressure, and ~~must~~ shall be connected to an approved sewer system.

(e) Every bathroom and water closet compartment ~~shall~~ must have ~~a least fifty percent (50%)~~ of the openable window requirement otherwise appropriate for the floor area, except that no

windows ~~shall~~ may be required if such rooms are equipped with an exhaust fan connected directly to the outside, capable of providing five (5) air changes per hour.

9. Minimum Standards for Pest Extermination

(a) All openings in the exterior walls, foundations, basements, ground or first floors, and roofs must ~~shall~~ be rodent-proofed in a manner approved by the Compliance Official.

(b) All windows used or intended to be used for ventilation, all other openings, and all exterior doorways which might provide an entry for rodents and insects, must ~~shall~~ be supplied with adequate screens or such other devices as will effectively prevent the entrance of rodents and insects into the structure.

(c) All sewers, pipes, drains, ~~or~~ conduits, and openings around such pipes and conduits ~~shall~~ must be constructed to prevent the ingress or egress of rodents and insects to or from a building.

(d) Interior floors of basements, cellars, and other areas in contact with the soil ~~shall~~ must be rodent-proofed in a manner approved by the Compliance Official.

(e) The owner or operator of a dwelling unit ~~is~~ shall be responsible for the extermination of rodents, insects, or other vermin on the premises. Anyone who ~~controls~~ is contracted to eliminate pests in a structure must have a pest control license. ~~Anyone who uses a restricted use pesticide must have a pesticide license to apply pesticides, in accordance with the requirements of the Department of Agriculture. If proper heat treatments are being used to eradicate bed bugs and the heat treatment is performed by the owner of the property and they are not using pesticides and are not charging the renter for the treatment, no license is required by the Department of Agriculture.~~

10. Minimum Energy Standards. All dwellings which are renter occupied during all or a portion of the months of November through April must ~~shall~~ comply with the following weatherization requirements:

(a) Install weatherstripping between exterior operable window sash and frames and between exterior doors and frames. Weatherstripping is not required on storm doors or storm windows.

(b) Caulk, gasket, or otherwise seal accessible exterior joints between foundation and rim joist; around window and door frames; between wall and roof; between wall panels; at penetrations for utility services through walls, floors and roofs, and all other openings in the exterior envelope.

(c) Install storm windows on all single glazed exterior window units enclosing conditioned space.

(d) Install storm doors on all exterior door openings into conditioned spaces unless a single door, enclosed porch, vestibule, or other appurtenance provides a double door effect or provides an "R" value of two ~~(2)~~ or more.

(e) Install positive shut-offs for all fireplaces or fireplace ~~stoves, unless~~ stoves unless an existing damper provides a positive shut-off.

(f) Install insulation in accessible attics to achieve a minimum total "R" value of the insulation of R-19. If there is insufficient space for the installation of the recommended "R" value, then the available space must ~~shall~~ be insulated to capacity.

(g) Install insulation in accessible walls and floors enclosing conditioned spaces to achieve a minimum total "R" value of the insulation of R-11 when there is no insulation in a substantial portion of the exterior walls or floors over an unconditioned space. Accessible walls ~~shall~~ may not include above grade foundation walls of basements. If there is insufficient space for the installation of the recommended "R" value, then the available space must ~~shall~~ be insulated to capacity.

11. Occupancy Standards. Notwithstanding any private agreements between the landlord and occupant providing for more restrictive occupancy standards, the maximum occupancy standards ~~shall be~~ are:

(a) No more than one family ~~shall~~ may occupy a dwelling unit; and

(b) The maximum number of occupants in any rental dwelling unit ~~shall~~ may not exceed ~~the total of two times the number of bedrooms and the living room~~ the following formula:

$$\text{number of bedrooms} \times 2 + 1 = \text{maximum occupancy}.$$

~~220.11.~~ 507.08 Hazards

The following are considered immediate hazards to the health, safety, and general welfare of the occupants of a dwelling unit.

1. Heating systems that are unsafe due to burned out or rusted out heat exchangers (fire box); burned out, rusted out, or plugged flues; ~~not being properly~~ improper ~~ventilation~~ being ~~connected with~~ unsafe gas piping connection; or ~~failure~~ ing to meet ~~the~~ minimum heating standards set forth in ~~Section 220.10.04~~ this Chapter.

2. Water heaters that are unsafe due to burned out or rusted out ~~h~~ heat exchangers (fire box); burned out, rusted out or plugged flues; ~~not being~~ improperly ~~ventilation~~ being ~~connected with~~ unsafe gas piping connection; or lack of a properly installed and maintained temperature and pressure relief valve.

3. Electrical systems that are unsafe due to dangerous overloading; damaged or deteriorated equipment; improperly taped or spliced wiring; exposed uninsulated wires; distribution systems of extension cords or other temporary methods; or ungrounded systems or appliances.
4. Plumbing systems that are unsanitary due to sewer backups; leaking waste system fixtures and traps; lack of water closet; lack of washing and bathing facilities; or cross connections of potable water supply and sewer lines.
5. Structural systems, walls, windows, chimneys, ceilings, roofs, foundations and floor systems that ~~will not~~cannot safely carry imposed loads or provide safe living conditions.
6. Refuse, garbage, human waste, decaying vermin, ~~or~~ other dead animals, or other materials rendering it unsanitary for human occupancy.
7. Infestation of rodents, insects, vermin, ~~and~~ or other pests.
8. Missing or non-functioning smoke detectors and carbon monoxide detectors.
9. Using a room or rooms with no proper egress ~~for sleeping as a bedroom~~.
10. A dwelling unit that is not serviced with functioning utilities.

~~220.12.~~ 507.09 Fire Safety

1. Fire Exits

- (a) ~~All~~ Pursuant to the Minnesota State Building Code, all dwellings ~~shall~~must have required fire exits, maintained in fully operable condition, and readily accessible to occupant, ~~as per the governing Building Code.~~
- (b) All exit stairways in multiple dwellings or condominiums which ~~have~~ing more than two ~~(2)~~ occupied levels ~~shall~~must be separated from each other by a substantial separation of at least a one-hour fire resistance rating as detailed in the most recent edition of the I.B.C., or other approved one hours assembly.
- (c) ~~All~~ multiple unit dwellings or condominiums having more than two ~~(2)~~ levels and where the lowest level is at an elevation less than grade and having the exit at grade level ~~shall~~must provide a substantial barrier constructed and placed so as to prevent a person from proceeding down the stairs to a level lower than the level of exit.
- (d) All multiple unit dwellings or condominiums with 25 or more dwelling units must ~~shall~~ provide emergency lighting in the exit ways, corridors, and systems in accordance with ~~Chapter 5-1021 of the N.F.P.A. Std. 101.~~ standards of the National Fire Protection Association.

2. Automatic Alarms

(a) All multiple dwellings and condominiums having an excess of four ~~(4)~~ dwelling units ~~shall~~ must provide a manually operated fire alarm system capable of alerting all the occupants of the structure. Each such alarm system ~~must~~ shall be activated by a manual pull station located at each exit door and by an automatic device located in the utilities ~~and/or~~ room in which the primary heating system is located. Such devices ~~must~~ shall be a smoke detector, detecting products of combustion other than heat, and bearing the approval of the Underwriters Laboratories or Factory Mutuals Testing Service for such service, or the International Conference of Building Officials.

(b) Every dwelling unit within a dwelling or condominium ~~must~~ shall be provided with a smoke detector, detecting products of combustion other than heat, and conforming to the requirements of the Underwriters Laboratories or approved by the International Conference of Building Officials. When actuated, the detector ~~must~~ shall provide an alarm in the dwelling unit.

3. Fire Protection System. All fixed and portable fire protection systems and appliances must be accessible and maintained for immediate emergency use.

4. Prohibiting Inside Connection of External Appliances. ~~It shall be unlawful for an~~ No owner of a rental dwelling ~~to may~~ allow electrical drop cords, extension cords or any electrical wire to run from any electrical outlet from inside the dwelling or dwelling unit for service to an electrical appliance outside of the dwelling or dwelling unit.

~~220.13.~~ 507.10 Licensing

1. License Requirement

(a) Except as otherwise provided herein, no person ~~shall~~ may operate, let, or cause to be let, a rental dwelling or rental dwelling unit without first having obtained a rental license from the City of ~~Fridley~~. Upon receipt of a properly executed initial application for a rental license, the Compliance Official ~~and/or his/her~~ their ~~designated agent~~ designee ~~shall cause an~~ will inspection ~~to be made of the premises~~ the property to determine whether the structure is in compliance with this Chapter, other chapters of the Code ~~other Fridley ordinances~~, and the laws and rules of the State of Minnesota. Each rental license ~~will~~ shall be issued annually and ~~shall~~ expires 12 ~~twelve~~ months from the date of issuance. Renewal applications ~~shall~~ must be filed at least ~~thirty~~ (30) days prior to the license expiration date. Every rental dwelling, including all rental units, may be inspected after a renewal license application is filed to determine if the premises still conforms to all applicable ~~ordinances and~~ codes.

(b) Any owner of a rental dwelling who does not reside within the eleven-county metro area comprising of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright counties must appoint a designated agent residing within the

eleven-county area. The designated agent must be listed on the application and empowered by the property owner to perform maintenance, upkeep, and emergency repairs for the rental dwelling. The Compliance Official must be notified in writing within ~~ten (10)~~ business days of any change in designated agent.

2. Conformance. No rental license ~~shall~~ may be issued or renewed unless the rental dwelling conforms to the provisions of this Chapter, ~~the ordinances of the City Code,~~ and the laws, ~~rules~~ rules, and regulations of the State of Minnesota.

3. Fees

(a) The annual license fee for a rental license, and for reinspection, is ~~shall be as provided in Chapter 11 the Fees Chapter of the City Code.~~

(b) Any rental inspection ~~which requires~~ requiring three or more inspections or attempts for an inspection will be assessed an additional inspection fee. This fee will be charged starting on the third inspection and will include ~~attempts to~~ prior inspections and ~~for each subsequent inspections or attempted inspections.~~ The reinspection fee ~~shall be as provided in Chapter 11 of the City Code for each reinspection needed after the initial inspection and the second inspection.~~ No license ~~shall~~ may be issued or renewed until all outstanding fees and fines in Section 220.15, Subd. 3, pursuant to this Chapter have been paid, other than those which may be assessed against the property. ~~If a rental dwelling has been licensed, the license may be denied at the time of renewal or may be revoked or suspended in the manner described in Section 220.13.07.~~

(c) In order to restore a license for a rental dwelling or individual dwelling unit which has had its license denied at the time of renewal or revoked or suspended, the license application ~~shall~~ must be accompanied by the license fee as provided in ~~Chapter 11 of the City code.~~ the Fees Chapter of the Code.

D. ~~— A fee as provided in Chapter 11 of the City Code shall be paid when filing the license Transfer Form as required in Section 220.13.06.~~

E. ~~— (d)~~ Failure to obtain a rental license prior to letting or operating a rental dwelling or allowing a rental license to expire will result in a ~~twenty-five percent (25%)~~ addition to the rental license fee. Continued noncompliance with the licensing requirements may results in a criminal citation.

4. Application Requirements and Process

(a) Application Requirements. License application ~~must~~ shall be made by the owner of record of the property. Application forms may be acquired from and ~~subsequently~~ filed with the Compliance Official ~~within the Community Development Rental Licensing/Inspections~~

~~Division.~~ The applicant ~~shall~~ must supply the following information as well as all other information requested on the rental license application:

(1) Name, address, telephone number, and email address of the property owner ~~if an individual, and, if an entity, the same information for at least one officer, manager or director of the entity or managing agent.~~ The City must be notified in writing within ~~ten~~ (10) days of any change of address or other requested information for the owner.

(2) Name, address, telephone number, and email address of a designated agent or operator, if different from the owner. The City must be notified in writing within ~~ten~~ (10) days of any change of address or other requested information for the designated agent or operator.

(3) Name, address, and telephone number of vendee if dwelling is being purchased through a contract for deed or mortgage (name of lender or financial institution holding mortgage). Proof of recording the contract for deed ~~documentation and/or filing in Anoka County~~ must be provided with the application.

(4) Legal address of the property where the rental dwelling is located.

(5) Number of units in each rental dwelling and the types of units that ~~(one (1) bedroom, two (2) bedroom, etc.) exist~~ within each of the rental dwellings.

(6) The number of paved off street parking spaces available, ~~if requested (e.g. enclosed parking spaces, exterior parking spaces, and handicap parking spaces)~~ to available to tenants, if requested.

(7) Description of procedure ~~through which~~ for tenant ~~inquires inquiries~~ and complaints, if requested ~~are to be processed.~~

~~(8) Each owner of a rental dwelling within the City, when the owner does not reside within the eleven county metro area comprising of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington and Wright counties, must appoint a designated agent residing within the eleven county area. The designated agent must be listed on the application and empowered by the property owner to perform maintenance and upkeep and empowered to institute emergency repairs for the rental dwelling. The Compliance Official shall be notified in writing within ten (10) business days of any change in designated agent.~~

(b) Inspection Required. Licensed rental dwellings are ~~at all times~~ subject to the Compliance Official's right to inspect the rental dwelling and dwelling units to determine whether they are in compliance with the ~~city code~~ Code and state law. The ~~Inspection Department Compliance Official~~ shall will set up a schedule of periodic inspections to ensure ~~city-wide~~ City-wide compliance with this Chapter. ~~The Compliance Official shall will~~ provide

reasonable notice to the owner or operator ~~of as to~~ the date and time of the inspection. Every occupant of a dwelling unit ~~shall~~ must give the owner or operator ~~or their~~ thereof, or his/her agent or employee, access to any part of ~~such the~~ dwelling unit, ~~or its premises~~, at reasonable times for the purposes of effecting inspection, maintenance, repairs, or alterations as ~~are~~ necessary ~~to comply with the provisions of this Chapter~~. If any owner, operator, occupant, or other person in charge of a dwelling or dwelling unit fails or refuses to permit ~~free~~ access and entry to the ~~structure or~~ premises under ~~their~~ his/her control for an inspection pursuant to this Chapter, the Compliance Official may seek a court order authorizing ~~such an~~ inspection. The submission of a rental license application or the possession of a rental license issued by the City ~~shall~~ will constitute agreement to such inspection by the owner identified on the rental license.

5. Posting of License. Licensees ~~shall cause~~ must conspicuously post a copy of the rental license for the rental dwelling ~~to be conspicuously posted~~ in a frame with transparent protective covering in the main entry way of the rental dwelling or other conspicuous location ~~therein~~.

6. License Transferability. Rental licenses may be transferred upon completion of a license transfer application, payment of the license transfer fee, and written approval by the Compliance Official.

7. License Suspension, Revocation or Conversion to Provisional License. The City may revoke, suspend, convert to a provisional license, deny, or decline to renew any rental license applied for or issued under this Chapter ~~as detailed here~~.

(a) Suspension, Revocation, or Conversion to Provisional License. Every rental license issued under the provisions of this Chapter is subject to suspension, revocation, or conversion to a provisional license for the entire rental dwelling or for individual rental dwelling units by the City Council (Council) if the licensee fails to operate or maintain the licensed rental dwelling(s) and dwelling units in compliance with the provisions of this Chapter, the Code and M.S.

(b) A rental license may also be suspended, denied, converted to a provisional license, not renewed or revoked for any of the following reasons:

(1) The license was obtained by misrepresentation of material facts, fraud, deceit or bad faith.

(2) The licensee or applicant has failed to comply with any condition set forth in any permits granted by the City related to the rental dwelling.

(4) The activities of the licensee on the rental dwelling premise have created a serious danger to the public health, safety or welfare.

(5) The rental dwelling contains conditions that might injure or endanger the safety, health or welfare of any member of the public.

(6) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the rental license.

(7) Failure to include the Crime Free/Drug Free Lease Addendum in all leases as required by this Chapter.

(8) A violation of any other term and condition of the rental license or of this Chapter.

(c) Hearing. Upon violation of any of the terms and conditions of a rental license, the Council may hold a hearing to consider the suspension, revocation or conversion to a provisional license. At this hearing, the licensee will be provided with due process, including:

(1) Interested parties may be represented by an attorney, present evidence, witnesses, and cross-examine all adverse witnesses, and

(2) The City will make a complete record of all proceedings, including findings of fact and conclusions of law.

~~A.(d) Notification. The Compliance Officer shall~~must send written notice to the licensee of the date and time of a hearing before the ~~city council~~Council regarding any license application or any potential revocation, suspension or conversion to a provisional license. ~~Such a~~Notice must~~shall~~ be sent to the owner's and/or agent's address on file with the City ~~and shall be sent~~ not less than ~~twenty ten (20)~~10 days from the date of ~~any license-related~~the hearing.

~~B. Hearing. Upon violation of any of the terms and conditions of a rental license, the city council may hold a license hearing for consideration of the suspension, revocation or conversion to a provisional license. At any such hearing, the licensee shall be provided with due process, including:~~

~~(1) Allowing interested parties the right of legal representation, the right to present evidence, witnesses, and to cross-examine all adverse witnesses, and~~

~~(2) Making a complete record of all proceedings, including findings of fact and conclusions of law.~~

~~A. Suspension, Revocation, or Conversion to Provisional License. Every rental license issued under the provisions of this Chapter is subject to suspension, revocation, or conversion to a provisional license for the entire rental dwelling or for individual rental dwelling units, by the City Council, should the licensee fail to operate or maintain the licensed rental dwelling(s) and dwelling units therein in compliance with the provisions of this Chapter, all applicable ordinances of the City, and the laws and regulations of the State of Minnesota.~~

B. ~~A rental license may also be suspended, denied, converted to a provisional license, not renewed, or revoked for any of the following reasons:~~

- ~~(1) The license was procured by misrepresentation of material facts, by fraud, by deceit, or by bad faith.~~
- ~~(2) The applicant or one acting in his/her behalf made oral or written misstatements or misrepresentations or material facts in or accompanying the application.~~
- ~~(3) The licensee or applicant has failed to comply with any condition set forth in any other permits granted by the City of Fridley.~~
- ~~(4) The activities of the licensee in the licensed activity create or have created a serious danger to the public health, safety, or welfare.~~
- ~~(5) The rental dwelling, the building of which such dwelling is a part, or any portion thereof, contains conditions that might injure or endanger the safety, health or welfare of any member of the public.~~
- ~~(6) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the rental license.~~
- ~~(7) Failure to include the crime free/drug free lease addendum in all leases as required by this Chapter.~~
- ~~(8) A violation of any other term and condition of the rental license or of this Chapter.~~

(e) Effect of Suspension or Revocation. In the event that a rental license is suspended or revoked by the ~~city council~~Council for any violation under the provisions of ~~Chapter 220~~this Chapter, it ~~shall~~will be unlawful for the owner or ~~their~~his/her duly authorized agent to ~~thereafter~~thereafter permit any new occupancies ~~in~~of vacant, ~~or thereafter vacated~~ rental units until, ~~until such time as~~ a valid operating license is restored to the affected units. Issuance of a new license after suspension or revocation ~~shall~~will be ~~is~~be made in the same manner as provided for obtaining an initial license.

(f) Terms of Provisional License. At the time of approval of the provisional license, the ~~city council~~Council ~~shall~~may approve a mitigation plan to address and prevent future license violations. -The mitigation plan may include adding security measures, improving the exterior of the property, reducing or changing the hours of operation, holding neighborhood meetings, or taking other measures that~~other steps~~ the ~~city council~~Council deems appropriate.

8. Posted to Prevent Occupancy. Whenever any dwelling or individual dwelling unit has been denied a license, has had its license suspended or revoked pursuant to ~~Section 220.13~~this

Chapter, or is unfit for human habitation, it ~~shall~~will be ~~posted~~marked with a placard by the Compliance Official to prevent further occupancy. No person, other than the Compliance Official or ~~their~~his/her representative designee, ~~shall~~may remove or tamper with any placard ~~used for posting~~. The Compliance Official will post on the placard the date that the vacancy ~~shall~~will become effective. On or after the placard vacancy date, no person ~~shall~~may reside in, occupy, or cause to be occupied any dwelling or dwelling unit which has been posted to prevent occupancy.

9. Failure to Obtain License. If it is determined that a rental dwelling or rental dwelling unit is being operated without a valid license, an immediate inspection ~~shall~~will be conducted. It ~~shall~~is unlawful for an owner, designated agent, or operator, after notice sent by first class mail, to continue operation of a rental dwelling unit without submitting an application for a license under this Chapter, along with the necessary license fee. Once an application ~~has been~~is made, it ~~is~~shall be unlawful for the owner, or ~~his/her~~duly authorized ~~their~~ agent, to permit any new occupancies of vacant, ~~or thereafter vacated~~ rental units until ~~such time as~~ the license is issued.

10. Issuance of Rental License. If the rental dwelling is in compliance with this Chapter, ~~all applicable ordinances of the City Code~~ and the laws and regulations of the State of Minnesota, a license ~~shall~~will be issued to the present owner or ~~his/her~~their designated agent. If the City finds that the circumstances of the occupancy following the issuance of the license involve possible Code violations, substandard maintenance, or abnormal wear and tear, the City may reinspect the premises during the licensing period.

11. Additional License Conditions

(a) Licensees must, as a continuing obligation of a license, maintain a current register of tenants and other person(s) who have lawful right to occupancy of rental properties.- In ~~its~~their application, the licensee must designate the person(s) who will have possession of the register and must promptly notify the City of any change of the identity, address or telephone number of such person(s). The register must be made available for inspection by the City at all times.

(b) Licensees are responsible for the acts or omissions of their managers and operators.

(c) The licensee or manager is required to complete one educational course of the Crime-Free/Drug Free-Rental Housing Program, or similar course, as approved by the City Manager or their designee. -The certification must be complete within one ~~(4)~~year of the initial license issuance and repeated once every five ~~(5)~~years.- Program attendees ~~will be~~are required to pay a participation fee in an amount determined to cover the cost of the program.

(d) The licensee or manager must provide all tenants with a written lease which must include the City approved Crime Free/Drug Free Lease Addendum~~crime free/drug free rental housing addendum~~. The lease and addendum must be made available for review by the City Manager or their designee upon request.

(e) All licensees or managers must complete a criminal background check on all occupants of a dwelling and provide proof of completion of said background check at the request of the City Manager or their designee.

(f) Licensees ~~shall~~ must comply with ~~state statutes~~ State law regarding completion of background checks on all managers, caretakers, and agents.

12. Exemptions. No rental license is required for the following:

(a) Hotels

(b) Motels

(c) Hospitals

(d) State-licensed residential care facilities

(e) Assisted living facilities

(f) Nursing homes

(g) Single-family homes or duplexes in which the owner resides within a portion of the single-family home or duplex, and if the building is a duplex, only that portion of the building in which the owner resides is exempt. The other portion of the duplex requires a rental license.

~~220.14.~~ 507.11 Conduct on Licensed Premises

1. It ~~is shall~~ be the responsibility of the licensee to see that residents, guests or other persons affiliated with the resident occupying a premises ~~conduct themselves in such a manner and~~ avoid engaging in illegal conduct so as not to cause the premises to be disorderly. For purposes of this Section, a premises is disorderly when illegal conduct occurs on the premises, ~~including any of the following types of illegal conduct in violation of the listed statutes:~~

~~A. Minn. Stat. SS 609.75 through 609.76, which prohibit gambling.~~

~~B. Minn. Stat. SS 609.321 through 609.324 which prohibit prostitution and acts relating thereto;~~

~~C. Minn. Stat. SS 152.01 through 152.025, and S 152.027, subds. 1 and 2, which prohibit the unlawful sale or possession of controlled substances;~~

~~D. Minn. Stat. S 340A.401, which regulates the unlawful sale of alcoholic beverages;~~

~~E. Minn. Stat. S 609.33, which prohibits owning, leasing, operating, managing, maintaining, or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;~~

~~F. Minn. Stat. SS 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716 and Chapter 103 of the City Code, which prohibit the unlawful possession, transportation, sale or use of weapon; or~~

~~G. Minn. Stat. S 609.72, which prohibits disorderly conduct.~~

~~H. Fridley City Code 124.07, prohibiting public nuisance noises, and Chapter 110 of the City Code prohibiting public nuisances.~~

~~I. Minn. Stat. SS 609.221, 609.222, 609.223, 609.2231, and 609.224 regarding assaults in the first, second, third, fourth, and fifth degree.~~

~~J. Minn. Stat. SS 609.50 which prohibits interference with police officer;~~

~~K. Minn. Stat. SS 609.713 which prohibits terroristic threats;~~

~~L. Minn. Stat. SS 609.715 which prohibits presence of unlawful assembly;~~

~~M. Minn. Stat. SS 609.71 which prohibits riot;~~

~~N. Minn. Stat. SS 609.226 and 347.56, relating to dangerous dogs;~~

~~O. Minn. Stat. SS 609.78 which prohibits interfering with "911" phone calls;~~

~~P. Minn. Stat. SS 609.229 which prohibits crime committed for benefit of a gang;~~

~~Q. Minn. Stat. SS 609.26, Subd. 1(8) which prohibits causing or contributing to a child being a runaway;~~

~~R. Minn. Stat. SS 609.903 which prohibits racketeering;~~

~~S. Minn. Stat. SS 607.23 which prohibits indecent exposure;~~

~~T. Minn. Stat. SS 609.595 which prohibits criminal damage to property;~~

~~U. Minn. Stat. SS 152.027, Subd. 4, which prohibits unlawful sale or possession of small amounts of marijuana;~~

~~V. Minn. Stat. SS 260B.425 which prohibits contributing to the delinquency of a child.~~

~~2. Incidents where the victim and suspect are "family" or "household" members as defined in the Domestic Abuse Act, found in Minn. Stat. SS 518.01 and Where there is a report of "dDomestic aAbuse" as defined in the Domestic Abuse Act or where the tenant is the victim of an order for protection violation under Minn. Stat. SSM.S. § 518B.01, Subd. 14, the incident will shall not be considered "Disorderly Use" of the premises for purposes of requiring owners to proceed against a tenant who is the victim in such situations under the Crime Free/Drug Free Lease Addendum.~~

~~32. The Public Safety Director or their designee shall is be responsible for determining when there has been an incident of illegal conduct that constitutes disorderly use of the licensed premises.~~

~~43. Upon determination by the Public Safety Director or their designee that a licensed premises or an individual dwelling unit was used in a disorderly manner, as described in subsection 1this Chapter, or otherwise used in violation of the Crime Free/Drug Free Lease Addendumcrime free/drug free lease addendum, the Public Safety Director or their designee shall must notify the licensee of the violation and direct the licensee or their a legally constituted agent or operator to take steps to prevent further violations. Notice may be personally delivered to served on the licensee or legally constituted, agent or operator, sent by certified mail to the licensee's, and legally constituted agent, or operator's last known address, or, if the licensee, agent, or operator does not acknowledge receipt of the notice, neither method of service effects notice, by posting the notice in on a conspicuous place on the rental unit and mailing a copy of the notice of the violation by first class mail. The notice shall will direct the licensee to take steps to prevent further violations. A copy of said the notice shall must also will be sent by first class mail to the occupant in violation of subsection 1. The owner shall must notify the tenant or tenants within ten (10) days of the notice of violation of the disorderly use constituting a violation of the Crime Free/Drug Free Lease Addendumcrime free/drug free lease addendum, and tThe owner shall must further take steps to prevent further disorderly use violations.~~

~~54. Upon a second violation within twelve (12) months of any one previous instance of disorderly use of a rental dwelling or dwelling unit as described in subsection 1, notice of the disorderly use violation shall will be sent to the property ownerlicenseese, agent, or operator. The notice shall will require the licensee to submit a written report of the actions taken, and proposed or to be taken, to prevent further disorderly use violations.- This written report shall must be submitted to the Public Safety Director or their designee within ten (10) business days of receipt of such the notice, and mustshall detail all actions taken in response to all the notices regarding violations of subsection 1 within the preceding twelve (12) months. If no written report is received within the required timeframe for the response, the rental license for the property or the individual dwelling unit may be denied, revoked, suspended, not renewed, or converted to a provisional license. An action to deny, revoke, suspend, convert to a provisional license, or not renew a license under this Ssection shall will be initiated by the city councilCouncil at the request of the Public Safety Director in the manner described in Section 220.13.07. The owner shall licensee, agent, or operator must notify the tenant or tenants within ten (10) days of the notice of violation of the disorderly use constituting a violation of the Crime Free/Drug Free Lease Addendumcrime~~

~~free/drug free lease addendum~~, and the owner shall must take steps to prevent further disorderly use violations.

~~65. If a third or subsequent violation in an of subsection 1 involving residents, guests, or other persons affiliated with the resident occupying an individual dwelling unit occurs within twelve (12) months after the first of two (2) previous instances for which notices (pursuant to this section) were sent to the licensee, the rental license may be denied, revoked, suspended, converted to a provisional license or not renewed. An action to deny, revoke, suspend, convert to a provisional license, or not renew a license under this section Chapter shall may be initiated by the city council Council at the request of the Public Safety Director or their designee in the manner described in Section 220.13.07.~~

~~76. No adverse license action shall may be imposed if the violation of subsection 1 occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the licensee to an occupant to vacate the premises, where the violation was related to conduct by that occupant, other occupants, or their occupant's guests. Eviction proceedings shall will not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, convert to a provisional license, or not renew a license based upon violations of this Ssection may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will to prevent further disorderly use of the premises. The owner shall must notify the tenant or tenants within ten (10) days of the notice of violation of the disorderly use constituting a violation of the Crime Free/Drug Free Lease Addendum, crime free/drug free lease addendum, and the owner shall take steps to prevent further disorderly use violations.~~

~~87. A determination that the licensed premises or dwelling unit has been used in violation of this subsection 1 shall Chapter will be made upon a preponderance of the evidence to support such at the determination. It shall is not be necessary that for criminal charges to be brought to support a determination of violation to subsection 1, nor will shall the fact of a dismissal or acquittal of criminal charges operate as a bar to adverse license action under this section Chapter.~~

~~220.15.~~—507.12 Compliance

1. The City Manager ~~shall will~~ designate ~~the a~~ Compliance Official to administer and ~~to enforce~~ the provisions of this Chapter. -The Compliance Official is ~~hereby~~ authorized to cause inspections on a scheduled basis ~~and/or~~ when reason exists to believe that a violation of this Chapter has been or is being committed.

2. Whenever the ~~city~~ Compliance Official determines that any dwelling or dwelling unit fails to meet the provisions of ~~Section 220.07 through 220.14 of this Chapter~~, the ~~Ceity~~ may issue a compliance order setting forth the violations of this Chapter and ordering the owner, agent, operator, or occupant to correct such violation. This compliance order ~~shall must~~:

(a) Be in writing.

(b) Describe the location and nature of the violation in this Chapter.

(c) Specify a reasonable time in which violations must be corrected.

(d) Be ~~provided to the~~served on licensee. ~~The compliance order must be~~Service shall be
~~sufficient if personally delivered~~served, posted in a conspicuous place on or about the
premises, or ~~if~~ mailed by first class mail to the licensee's last known address on file ~~pursuant~~
~~to Section 220.13.04.~~

3. The Compliance Official may investigate complaints ~~relating~~related to the rental dwelling or dwelling unit. The Compliance Official ~~shall~~must contact the owner or agent to verify that the owner or agent is aware of the complaint. ~~If deemed necessary by the Compliance Official, an inspection of the unit may be conducted to determine if there are violations to this Chapter and other applicable ordinances of the city~~City and the State laws and regulations of the State of Minnesota. ~~If the inspection reveals that an ordinance or code~~a Code violation exists, the Compliance Official ~~shall~~must notify the owner or agent ~~pursuant to subsection (2) of the violation.~~ Unless the correction or repair is an emergency case ~~as regulated in Section 220.16,~~ the owner or agent ~~must~~shall comply with the timeframes established in the Compliance Order; ~~it is not expected that repairs or corrections are completed within twenty four (24) hours.~~

~~220.16.~~507.13 Emergency Cases

When a violation of ~~Section 220.11~~ of this Chapter constitutes an imminent peril to life, health, safety, or property, the City may require immediate compliance and, if necessary, take appropriate action to correct the violation. The City may bill the costs of repair to the owner of the property and, in the case of nonpayment, may assess the cost of the repairs to the property.

~~220.17.~~507.14 Collection of Recyclables

Every owner of a multiple dwelling of 13 or more units or other units not serviced under the City contract for recycling services ~~shall~~must arrange and contract for at least monthly collection of recyclables to include at least newsprint, glass (food and beverage), aluminum, steel, ~~and~~ tin cans, and corrugated cardboard. A copy of the owner's contract for recycling services ~~shall~~must be submitted to the City in conjunction with the annual renewal of the rental license.

~~220.18.~~507.15 Unfit for Human Habitation

1. Declaration. Any structure dwelling or dwelling unit which is damaged, decayed, dilapidated, unsanitary, unsafe, infested, or ~~which~~ lacks provision for illumination, ventilation, or sanitary facilities to the extent that the defects create a hazard to the health, safety, or general welfare of the occupants or to the public may be declared unfit for human habitation by the City Manager or their designee, or the applicable state authority. Whenever any structure, dwelling, or dwelling unit has been declared unfit for human habitation, the City ~~shall~~will order ~~same~~the dwelling

vacated within a reasonable time and ~~shall~~must post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such structure dwelling or dwelling unit ~~shall~~will be revoked.

2. Vacated Dwelling. It ~~shall be~~is unlawful for a vacant ~~structure dwelling or dwelling unit, which that~~ has been declared unfit for human habitation, ~~as provided above,~~ to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the City. ~~It shall be unlawful for any person to deface or remove the declaration placard from any such structure dwelling or dwelling unit.~~

3. Secure Unfit and Vacated Dwellings. The owner of any ~~structure dwelling or dwelling unit that, which,~~ has been declared unfit for human habitation, or ~~which~~ is otherwise vacant for a period of 60 days or more, ~~shall must make same safe and secure the unit~~ so that it is not hazardous to the health, safety, or general welfare of the public and does not constitute a public nuisance. Any vacant dwelling or dwelling unit with unguarded open at doors or windows is considered, if unguarded, shall be deemed to be a hazard to the health, safety, and general welfare of the public and a public nuisance within the meaning of this Chapter and Chapter 110the Public Nuisances Chapter of the Code.

4. Hazardous Building Declaration. In the event that a dwelling or dwelling unit has been declared unfit for human habitation and the ~~owner licensee, agent, or operator~~ has not remedied the defects within a prescribed reasonable time, then it may be declared a hazardous building and treated consistent with the provisions of ~~Minnesota Statutes, Section M.S. §§ 463.15-463.261.~~

~~220.19.~~—507.16 Execution of Compliance Codes

Upon failure to ~~comply with~~abide by a compliance order within the ~~given time set and no appeal having been taken,~~ the ~~city council~~Council may, by resolution, cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy ~~shall~~will be placed against the subject property and may be levied and collected as a special assessment in the manner provided by ~~Minnesota Statutes, M.S. Chapter 429.~~

~~220.20.~~—507.17 Appeal

~~When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this Chapter, such person may appeal the compliance order as provided under Chapter 6 of the City Code. The filing of an appeal shall stay all proceedings, unless such a stay would cause imminent peril to life, health, safety, or property.~~

1. Any person contesting a citation or decision associated with violations of this Chapter may file an appeal pursuant to the Appeals and Administrative Citations chapter of the Code.

2. Within 14 business days of a determination by the Hearing Examiner, any person contesting that decision may appeal to the Council by submitting a written appeal to the City Clerk. At its

next regular meeting following the Hearing Examiner's decision, the Council will affirm, repeal, or modify that decision.

3. The filing of an appeal will stay all proceedings, unless such a stay would cause imminent peril to life, health, safety or property.

220.21. — 507.18 Transfer of Ownership

Anyone securing an interest in ~~the a~~ dwelling or dwelling until ~~which that~~ has received a violation tag or compliance order ~~shall is~~ be bound by the ordersame without further service of notice and ~~shall be~~ is liable to all penalties and procedures under this Chapter.

220.22. — 507.19 No Warranty by City

By enacting and undertaking to enforce this Chapterordinance, neither the ~~city~~ City nor its ~~council~~ Council, agents, or employees warrant or guarantee the safety, fitness, or suitability of any dwelling in the City, and any representation to the contrary by any person is a misdemeanor. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare. -A warning in substantially the foregoing language ~~shall~~ will be printed on the face of the license.

220.23. — Severability

~~Every section, provision, or part of this Chapter is declared separable from every other section, provision, or part to the extent that if any section, provision, or part of this Chapter shall be~~ is held invalid, such holding ~~shall~~ will not invalidate any other section, provision, or part thereof.

220.24. — PENALTIES

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.~~

~~It is a misdemeanor for any person to prevent, delay, or provide false information to the Compliance Official, or his/her representative, while they are engaged in the performance of duties set forth in this Chapter.~~

Section 9

That the Fridley City Code Chapter 223, Manufactured Home Park Closings, be hereby amended as follows:

Fridley City Code Chapter ~~223~~508. Manufactured Home Park Closings

~~223.01.~~—508.01 Purpose

In view of the peculiar nature and problems presented by the closure or conversion of manufactured home parks, the City Council finds that the public health, safety, and general welfare will be promoted by requiring compensation to displaced residents of manufactured homes~~such~~ parks. The purpose of this ordinance is to require park owners to pay displaced residents reasonable relocation costs and to require purchasers of manufactured home parks to pay any additional compensation, pursuant to ~~the authority granted under Minnesota Statutes, Section~~ (M.S.) § 327C.095.

~~223.02.~~—508.02 Definitions

~~The following words and terms when used in this Chapter ordinance shall have the following meanings unless the context clearly indicates otherwise:~~

Closure statement: A statement prepared by the manufactured home park owner clearly stating that the park is closing, addressing the availability, location, and potential costs of adequate replacement housing within a 25-mile radius of the park that is closing and the probable relocation costs of the manufactured homes located in the park. ~~clearly stating the park is closure ing, addressing the availability, location, and potential costs of adequate replacement housing within a twenty-five (25) mile radius of the park, that is closing and the probable relocation costs of the manufactured homes located in the park.~~

~~Displaced Owner. A resident of an owner-occupied manufactured home who rents a lot in a manufactured home park, including the members of the resident's household, as of the date the park owner submits a closure statement to the City's Planning Commission.~~

Displaced resident: A resident of an owner-occupied manufactured home who rents a lot in a manufactured home park, including the members of the resident's household, as of the date the park owner submits a closure statement to the City's Planning Commission. ~~A displaced owner.~~

Lot: An area within a manufactured home park, designed and used for the ~~accommodation~~ accommodation~~placement~~ of a manufactured home.

Manufactured home: A structure which is, not affixed to or part of, real estate, transportable in one or ~~of~~ more sections, which in ~~its~~ the traveling mode, is eight body (8)-feet or more in width or ~~forty~~ (40 body)-feet or more in length, or, when erected on site, ~~is three hundred twenty~~ (320) or more square

feet, and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and includes the plumbing, , and ~~Manufactured homes must be equipped with includes the plumbing, heating, air conditioning, and an electrical systems contained in it contained in it.~~

Park closure: A closure, conversion of use, or termination of use, whether in whole or in part, of a manufactured home park. For purposes of this definition, use shall mean any use related to the manufactured home park and related services.

Park owner: The owner of a manufactured home park and any person acting on behalf of the owner in the operation or management of the park.

~~The owner of a manufactured home park.~~

Person: Any individual, corporation, firm, partnership, incorporated and unincorporated association, or any other legal or commercial entity. ~~corporation, firm, partnership, incorporated and unincorporated association or any other legal or commercial entity.~~

Purchaser: The person buying the manufactured home park from the park owner. In the event that the park owner intends to retain ownership and convert the park to a different use, all references to the "purchaser" refer to the park owner.

Relocation cost: The reasonable cost of relocating a manufactured home due to the conversion of all or a portion of a manufacture home park to another use, the closure of a manufactured home park, or cessation of use of land as a manufactured home park as further detailed in M.S. § 327C.095. ~~The reasonable cost of relocating a manufactured home from a manufactured home park within the City of Fridley that is being closed or converted to another use to another manufactured home park within a 25twenty-five (25) mile radius of the park as follows under~~

~~A. Preparation for Move. The reasonable costs incurred to prepare the eligible manufactured home for transportation to another site. This category includes crane services if needed, but not the cost of wheel axles, tires, frame welding or trailer hitches.~~

~~B. Transportation to Another Site. Reasonable costs incurred to transport the eligible manufactured home and personal property within a twenty-five (25) mile radius. This category also includes the cost of insuring the manufactured home and contents while the home is in the process of being relocated, and the cost of obtaining moving permits provided that the park owner shall not be required to pay delinquent taxes on a manufactured home if necessary in order to obtain a moving permit. This category also includes the reasonable cost of disassembling, moving, and reassembling sheds and any attached appurtenances, such as porches, steps, decks, skirting, air conditioner units and awnings, which were acquired before the notice of closure or conversion of the park.~~

~~C. Hook-up at New Location. The reasonable cost of connecting the eligible manufactured home to utilities at the relocation site, including crane services if needed. The park owner shall not be required to upgrade the electrical or plumbing systems of the manufactured home.~~

~~D. Insurance. The cost of insurance for the replacement value of the property being moved.~~

~~Relocation costs do not include the cost of any repairs or modifications to the manufactured home needed to bring the home into compliance with the state and federal manufactured home building standards for the year in which the home was constructed. Relocation costs also do not include the cost of any repairs or modifications to the home or appurtenances needed to bring the home or appurtenances into compliance with the rules and regulations of the manufactured home park to which the manufactured home is to be relocated, if those rules and regulations are no more stringent than the rules and regulations of the park in which the home is located and the resident was notified of non-compliance with the rules and regulations of the park in which it is located within sixty (60) days prior to delivery of the closure statement.~~

~~223.03. — 508.03 Park Closure Statement~~Notice

~~If a manufactured home park is to be closed, converted in whole or part to another use or terminated as a use of the property, the park owner shall, at least nine (9) months prior to the closure, conversion to another use or termination of use, provide a copy of a closure statement to a resident of each manufactured home and to the City's Planning Commission.~~

If all or a portion of a manufactured home park is to be converted to another use, or is being closed or will cease being used as a manufactured home park, the park owner must prepare a closure statement and provide a copy of the statement to the Commissioners of Health and the Minnesota Housing Finance Agency, the City's Planning Commission and a resident of each manufactured home where the residential use is being converted at least 12 months before the conversion or closure. The closure statement must include the following language in a font no smaller than 14 point: "YOU MAY BE ENTITLED TO COMPENSATION FROM THE MINNESOTA MANUFACTURED HOME RELOCATION TRUST FUND ADMINISTERED BY THE MINNESOTA HOUSING FINANCING AGENCY."

~~223.04. — 508.04 Notice of Public Hearing~~

The City's Planning Commission ~~shall~~must submit the closure statement to the City Council and request that the City Council ~~to~~ schedule a public hearing ~~on the closure~~. The City ~~shall~~will mail a notice to at least ten (10) days prior to the public hearing to a residents of each manufactured home in the park at least ten (10) days prior to the public hearing, stating the time, place, and purpose of the public hearing. The park owner shall provide the City with a list of the names and addresses of at least one ~~displaced~~ resident of each manufactured home in the park at the time when the owner at the time when they submits the closure statement ~~is submitted~~ to the City's Planning Commission.

~~223.05. — 508.05 Public Hearing~~

A public hearing ~~shall will~~ be held ~~before by~~ the City Council ~~within 90 days of~~ after receipt of the closure statement ~~to for the purpose of reviewing the closure statement and evaluating~~ ~~any~~ what impact the park closing may have on the displaced residents and the park owner. At the time of, and in the notice for, the public hearing, displaced residents must be informed that they may be eligible for payments from the Minnesota manufactured home relocation trust fund under M.S. § 462A.35 as compensation for reasonable relocation costs. The City Council may also require that other parties, including the City, but excluding the park owner or its purchaser, involved in the park closing provide additional compensation to residents to mitigate the adverse financial impact of the park closing upon the residents. At the public hearing, the City Council will determine if any ordinance was in effect on May 26, 2007, that would provide compensation to displaced residents and provide this information to the third-party neutral to determine the applicable amount of compensation.

508.06 Qualified Third-Party Neutral Appointment

At the public hearing, the City Council must appoint a qualified neutral third party, to be agreed upon by both the manufactured home park owner and manufactured home owners, whose hourly cost must be reasonable and paid from the Minnesota manufactured home relocation trust fund. The neutral third party will act as a paymaster and arbitrator, with decision-making authority to resolve any questions or disputes regarding any contributions or disbursements to and from the Minnesota Manufactured Home Relocation Trust Fund by either the manufactured home park owner or the manufactured home owners. If the parties cannot agree on a neutral third party, the City Council may determine who will act as the neutral third party.

223.06. DISPLACED RESIDENT OBLIGATIONS

~~As a condition of receiving assistance under this Chapter, a displaced resident shall submit a contract or other verified cost estimate of relocation costs to the park owner for approval. If the park owner refuses to pay the contract or other verified cost estimate, the park owner must arrange for relocating the manufactured home and pay the actual relocation costs incurred. In the alternative, the displaced resident may submit a written statement to the park owner, identifying that the displaced resident either cannot or chooses not to relocate his or her manufactured home to another manufactured home park within a twenty-five (25) mile radius of the park to be closed and elects to receive either relocation assistance as defined in 223.07.02 or compensation as defined in 223.08.~~

223.07 ELECTION TO RELOCATE

~~1. After service of the closure statement by the park owner and upon submittal by the displaced resident of a contract or other verification of relocation expenses, the park owner shall pay to the displaced resident the reasonable costs as defined in 223.02.10 of relocating the manufactured home to another manufactured home park located within a twenty-five (25) mile radius of the park that is being closed, converted to another use, or ceasing operation.~~

~~2. If a displaced resident cannot or chooses not to relocate the manufactured home within a twenty-five (25) mile radius of the park which is being closed, and the displaced resident elects to retain title~~

to the manufactured home, the displaced resident is entitled to relocation costs as defined in 223.02 based upon an average of the actual relocation costs paid to other displaced residents in the manufactured home park. For purposes of this section, in the event that it is not possible to calculate the average using this formula, the amount of compensation shall be based on the average of the estimated relocation costs submitted by other residents in the park.

3. A displaced resident compensated under this section shall retain title to the manufactured home and shall be responsible for its prompt removal from the manufactured home park.

4. The park owner shall make the payments under this section directly to the person performing the relocation services after performance thereof, or, upon submission of written evidence of payment of relocation costs by a displaced resident, shall reimburse the displaced resident for such costs.

5. The displaced resident must submit a contract or other verified cost estimate for relocating the manufactured home to the park owner as a condition to the park owner's liability to pay relocation expenses.

~~223.08. — ELECTION TO RECEIVE COMPENSATION~~

If a displaced resident chooses not to relocate the manufactured home within a twenty five (25) mile radius of the park that is being closed and tenders title of the manufactured home to the park owner, the displaced resident is entitled to compensation, to be paid by the purchaser of the park in order to mitigate the adverse financial impact of the park closing. In such instance, the compensation shall be an amount equal to:

1. The current fair market value of the manufactured home as determined by a real property appraiser licensed by the State of Minnesota, or

2. If no appraisal exists, the current assessed value for tax purposes of the manufactured home as established by Anoka County.

Under 223.08.01, the appraisal may be provided by either the displaced resident, the park owner or the purchaser. Any disputes over valuation shall be resolved through judicial action in Anoka County District Court. The purchaser shall pay such compensation into an escrow account, established by the park owner, for distribution upon transfer of title to the manufactured home. Such compensation shall be paid to the displaced resident sixty (60) days prior to closing of the park, conversion to another use, or later at resident option and the park owner shall receive title and possession of the manufactured home upon payment of such compensation.

~~223.09. — LIMITATION ON TOTAL AMOUNT OF RELOCATION ASSISTANCE AND COMPENSATION PAID TO DISPLACED RESIDENTS~~

~~The total amount of relocation assistance and compensation paid to displaced residents of the manufactured home park, shall not exceed the greater of twenty percent (20%) of the County Assessor's estimated market value of the manufactured home park, as determined by the County Assessor for the year in which the park is scheduled to close, or twenty percent (20%) of the purchase price of the park.~~

~~223.10. — APPLICABILITY~~

~~Relocation assistance and related compensation described under 223.02, 223.07 and 223.08 of this ordinance shall not apply in the event that a displaced resident receives compensation under the Uniform Relocation Act et. al. (42 U.S.C. 4601-4655).~~

~~223.11. — PENALTIES~~

- ~~1. Violation of any provision of this ordinance is a misdemeanor.~~
- ~~2. Any provisions of this ordinance may be enforced by injunction or other appropriate civil remedy.~~
- ~~3. The City shall not issue a building permit in conjunction with reuse of manufactured home park property unless the park owner has paid reasonable location costs and the purchaser of the park has provided compensation in accordance with the requirements of the ordinance. Approval of any application for rezoning, platting, conditional use permit, planned unit development or variance in conjunction with a park closing or conversion shall be conditional on compliance with the requirements of this ordinance.~~

Section 10

That the Fridley City Code Chapter 203, Mobile Home Parks, be hereby amended as follows:

Fridley City Code Chapter ~~203.509.~~ Mobile Manufactured Home Parks

~~203.01.~~ 509.01 Special Permit Required

No person shall ~~hereinafter~~may construct, establish, conduct, operate or maintain a ~~mobile manufactured home park~~ as defined in Minnesota Statutes (M.S.), ~~§Section 327.14 Subd. 3,~~ within the City of Fridley (City), ~~except after~~without first obtaining a special permit ~~therefor as hereafter provided for in this Chapter.~~

~~203.02.~~ 509.02 Application for Permit

1. Generally. A special permit to construct, establish, conduct, maintain, and operate a ~~mobile manufactured home park, to be licensed by the State Department of Health of the State of~~

~~Minnesota~~, may be issued when approved by the Fridley City Council (Council) after a finding by the ~~City Council~~ that such mobile-manufactured home park ~~when constructed, established, maintained, conducted, and operated,~~ complies and will comply in all respects with the standards, regulations, and requirements applicable thereto as established by the Department of Health of ~~the State of Minnesota,~~ and such further laws, standards and regulations applicable thereto ~~to~~ manufactured home parks enacted and required by the City of Fridley and not in conflict with said and State law.

Any manufactured home park established in the City must be licensed by the Minnesota Department of Health.

2. Considerations. The Council in making its permitting determination may consider the effect of the manufactured home park ~~upon on~~ public health, safety and general welfare, ~~and the effect on~~ community planning, aesthetic considerations for the neighborhood and property values.

3. Recommendations Required. ~~The~~ An application for such a manufactured home park permit shall must be made upon forms furnished provided by the City and, when presented to the Council, shall must show include the review and recommendations of the City Engineer/Director of Planning and the Building Inspector City Manager or their designee.

4. Site Size. Each site in a mobile-manufactured home park ~~hereinafter designed shall must~~ have a minimum of 3,500 square feet for each trailer or mobile-manufactured home.

203.03. 509.03 License Permit Requirements

1. After the ~~original~~ permit is issued, and ~~after the applicant is duly licensed~~ applicant's manufactured home park license is approved with respect to such mobile home park by the State of Minnesota, acting by and through its Department of Health, no license therefor additional permit or fee shall may be required by the City of Fridley and no further license fee shall be due to or collectible by the City of Fridley, ~~except as may be provided by State law.~~

2. The operation of a mobile-manufactured home park in the City of Fridley without a valid permit issued by the City, existing a valid license therefor issued by the State issued by the Department of Health, or the in violation of any law, regulation or standard applicable to any mobile home park by the State Department of Health, or as provided and made applicable to such mobile home park by the City of Fridley, and not in conflict with State law, is a violation of this Chapter. Each day of a violation continues is a separate offense.

203.04. 509.04 Suspension or Revocation

Violation of any law, regulation or standard applicable to any such mobile-manufactured home park ~~as may be adopted by the State Department of Health, or as provided and adopted by the City of Fridley and as is not in conflict with Minnesota Statutes, Chapter 327, shall subject the operator of such park to having his or her~~ is cause for the suspension or revocation of their certificate of

~~continued operation suspended by the City while such violation exists permit by the Council. A suspension is prima facie evidence of violation of the law. Further, such~~ Such ~~violation will authorize the City of Fridley to move the State~~ request the ~~Department of Health to suspend, revoke and therefore deny the existing State license then in existence and in effect with respect to such mobile home park. Before any such move is made~~ the City moves forward with suspension or revocation of the permit, to suspend the certificate of continued operation or to suspend, revoke, or deny the State license, the City shall must afford give the licensee an opportunity to be heard during a hearing held by the Council. The licensee must be given at least 10 days prior notice of the hearing stating the alleged violation(s) and the action being considered, giving ten (10) days prior notice by mail of such hearing and intent and stating the alleged violation and the action to be taken.

203.05. Construction of Statute

~~This Chapter shall be construed and interpreted in all its parts in conformity with and not in conflict with Minnesota Statutes, Sections 327.14 – 327.47.~~

203.06. Penalties

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.~~

Section 11

That the Fridley City Code Chapter 217, Conversion Condominium Registration, be hereby amended as follows:

Fridley City Code Chapter 217. Conversion Condominium Registration

217.01. — PURPOSE

~~The City Council of the City of Fridley deems that it is in the interest of the health, safety, and general welfare of the residents of the City that owner(s) of a multiple dwelling intending to convert to condominium units, register that intent with the City before such a conversion is initiated.~~

217.02. — DEFINITIONS

1. — Condominium.

~~A multiple dwelling in which portions are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. A multiple dwelling is not a condominium unless the undivided interests in the common elements are vested in the unit owners.~~

~~2.—Conversion Condominium:~~

~~A multiple dwelling which has been converted from rental units to ownership units in accordance with the Uniform Condominium Act, Minnesota Statutes, Chapter 515A.~~

~~3.—Conversion Notice:~~

~~A written notice of intent to convert a multiple dwelling to a condominium which is given to the existing occupants of the multiple dwelling by the owner of the dwelling.~~

~~4.—Declaration:~~

~~A legal document required by State Law that constitutes the creation of a condominium by the recording of such document in the county in which the condominium is located.~~

~~5.—Disclosure Statement:~~

~~A document required by State Law that fully discloses information such as declaration, by-laws, etc. which is intended to protect the rights of purchasers of condominium units.~~

~~6.—Dwelling Unit:~~

~~A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.~~

~~7.—Multiple Dwelling:~~

~~A building or portion thereof designed for occupancy by families living independently of each other.~~

~~8.—Owner:~~

~~The person or body having an interest in a multiple dwelling as a fee owner or subordinate interest with the right to exercise control and management of the premises.~~

~~217.03.— FILING OF REGISTRATION~~

~~Registration shall be required of any owner of a multiple dwelling located within the City of Fridley who intends to convert such building to condominiums. At least 60 days prior to the conversion notice given to the tenants, the owner of a multiple dwelling shall file with the City a registration form, provided by the City, and pay the appropriate registration fee.~~

~~217.04.— REGISTRATION FEE~~

~~The registration fee shall be provided in Chapter 11 of this Code. This Section does not exempt any owners association from obtaining the annual condominium license as set forth in Chapter 220 of the Fridley City Code.~~

~~217.05. — REGISTRATION FORM~~

~~The registration form shall contain the following information:~~

- ~~1. Description of around areas by street address and legal description.~~
- ~~2. The number of dwelling units and size of the building.~~
- ~~3. The number of stories and height in feet/meters.~~
- ~~4. Total floor area of the building.~~
- ~~5. Information on existing water, gas and electric metering and sewer charges.~~
- ~~6. Amount of any remaining special assessments.~~
- ~~7. Floor plans pursuant to Minnesota Statutes, Section 515A.2-110.~~
- ~~8. Site plan drawn to scale showing: Lot, buildings, off-street parking and landscaping.~~
- ~~9. Disclosure statement (including declaration and by-laws).~~
- ~~10. Letter of notification to tenants.~~
- ~~11. The name and address of the individual to which any notice or order regarding the premises may be served or given during the conversion.~~
- ~~12. Title (and name, if possible) of contact person of Association.~~
- ~~13. Number of low and moderate income households affected by the conversion.~~

~~217.06. — CONDITION OF DENIAL~~

~~The City may deny registration of conversion condominiums if there exists within the City a significant shortage of suitable rental dwellings available to low and moderate income individuals or families or to establish or maintain the City's eligibility for any federal or state program providing direct or indirect financial assistance for housing to the City. The adoption of said Chapter shall comply with the provisions as set forth by the Uniform Condominium Act, Minnesota Statutes, Section 515A.1-106.~~

Section 12

That the Fridley City Code Chapter 222, Fair Housing Practices, be hereby amended as follows:

~~Fridley City Code
Chapter 222. Fair Housing Practices~~

~~222.01. — STATEMENT OF POLICY: FAIR HOUSING~~

~~1. It is the policy of the City of Fridley to promote and comply fully with the provisions of the Federal Fair Housing Act, also known as Title VII of the Civil Rights Act of 1968, as well as the provisions of the Minnesota Human Rights Act as they relate to the sale, rental, or leasing of real estate within the boundaries of that City.~~

~~2. The City of Fridley has determined that it is in the best interests of its citizens to expressly provide in its own City Code those provisions of law which provide for protection of rights in obtaining, by purchase or rental, adequate housing without fear of unlawful discrimination. The provisions for these rights in the City Code, and their enforcement and protection, is done with the intention of supplementing and amplifying, and not in any way reducing or restricting, the rights already provided under existing State and Federal law.~~

~~222.02. — ADOPTION OF MINNESOTA FAIR HOUSING STANDARDS~~

~~1. Except as may otherwise be qualified or expressly modified by these provisions, Minnesota Statutes Section 363.03, subdivisions 2 and 2a, one copy of which is on file in the office of the City Clerk of the city of Fridley, Minnesota, is hereby adopted as the Fair Housing Standards Ordinances of the City of Fridley, Minnesota. Any act defined as discrimination or discriminatory, within the meaning of those provisions, that occurs in the City of Fridley will be a violation of this ordinance.~~

~~222.03. — PENALTIES~~

~~1. Any discriminatory act occurring in the City of Fridley in violation of the provisions of this ordinance shall be a misdemeanor, punishable by fine of up to 90 days and \$700 for each occurrence.~~

~~2. Nothing in these provisions shall in any way limit or restrict any person aggrieved by a discriminatory act governed by the provisions of this ordinance from seeking such additional remedies as may be available and provided under either applicable State or Federal law.~~

~~222.04. — ENFORCEMENT~~

~~1. All criminal charges brought under these provisions shall be by a sworn, written complaint.~~

~~2. In all instances in which an allegation of a violation of this Title is brought to the attention of the City, the City may, in its discretion, investigate the matter utilizing its own staff and personnel, or~~

~~defer the matter to the personnel of the State of Minnesota where an investigation is to occur under the relevant fair housing provisions of the Minnesota Human Rights Act. In any case in which State personnel are utilized for purposes of investigation of any alleged violation of the relevant provisions of the Minnesota Human Rights Act, those personnel shall have full authority to charge and prosecute violations of the City's Fair Housing Code on behalf of the City of Fridley in addition to any other remedies and penalties a may be available to them under State law.~~

Section 13

That the Fridley City Code Chapter 210, Hazardous Buildings, be hereby amended as follows:

~~FRIDLEY CITY CODE CHAPTER 210. HAZARDOUS BUILDINGS~~

~~210.01. MINNESOTA STATUTES BY REFERENCE~~

~~Minnesota Statutes Sections 463.15—463.26 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.~~

~~210.02. ABATEMENT AND ASSESSMENT~~

~~If after such service of notice, the owner fails to abate the nuisance or make the necessary repairs, alterations, or changes as directed by the City official, said official may abate the nuisance and assess costs according to the procedures established in Chapter 128 of the City Code. (Ref 1370)~~

~~210.03. PENALTIES~~

~~Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.~~

Section 14

That the Fridley City Code Chapter 218, Hazardous Waste Control, be hereby amended as follows:

~~Fridley City Code Chapter 218. Hazardous Waste Control~~

~~218.01. —Statement of Policy~~

~~The City of Fridley deems it necessary to provide for the special and express regulation of hazardous waste storage and treatment facilities which exist as the principal use in order to protect the public health, safety and general welfare.~~

218.02. — Definitions

When used in this Chapter, the following terms have the following meanings:

~~Accessory Use: A subordinate use which is located on the same lot as the principal use and is necessary or incidental for the conduct of the principal use.~~

~~Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including ground waters.~~

~~Environmental Assessment Worksheet or EAW: A brief document designed to set out the basic facts necessary to determine whether an EIS is required for a proposed project or to initiate the scoping process for an EIS.~~

~~Environmental Impact Statement: A detailed written statement as required by Minnesota Statutes, Section 116D.04.~~

~~Hazardous Waste: Any refuse or discarded material or combinations of refuse or discarded materials in solid, semisolid, liquid, or gaseous form which cannot be handled by routine waste management techniques because they pose a substantial present or potential hazard to human health or other living organisms because of their chemical, biological, or physical properties. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste does not include sewage sludge and source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, F as amended.~~

~~Hazardous Waste Facility: Real or personal property that is used or is constructed to be used for the management of hazardous waste.~~

~~Hazardous Waste Generation:~~

~~The act or process of producing hazardous waste.~~

~~Hazardous Waste Management. The systematic control of the collection, source separation, storage, transportation, processing, treatment, and disposal of hazardous waste.~~

~~Hazardous Waste Processing Facility. A hazardous waste facility that is designed and operated to modify the chemical composition or chemical, physical or biological properties of a hazardous material by means such as incineration, reclamation, distillation, precipitation or other similar processes.~~

~~Manifest. The form used for identifying the quantity, composition, and origin, routing, and destination of hazardous waste during its transportation from the point of generation to the point of treatment, storage or disposal.~~

~~Principal Use: The purpose for which land or building or construction is or is to be used or occupied.~~

~~Sludge: Any solid, semi-solid or liquid waste generated from a municipal, commercial, or industrial waste water treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics and effects.~~

~~Solid Waste: Garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials from commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.~~

~~Storage: The containment within a building of hazardous waste, either on a temporary basis or for a period of years, in such a manner as not to constitute disposal of such hazardous waste.~~

~~Treatment: Any method, technique or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste so as to neutralize such waste or so as to render such waste non-hazardous, safer for transport, amenable for recovery, amenable for storage, or reduced in volume. Such term includes any activity or processing designed to change the physical form or chemical composition of hazardous waste so as to render it non-hazardous.~~

~~218.03.—— Special Use Permit Requirement and Zoning~~

~~1. Hazardous waste storage and treatment facilities which are principal uses may be permitted only in Heavy Industrial (M-2) Zones after a special use permit has been obtained subject to all applicable provisions of this Chapter.~~

~~2. Hazardous waste storage and treatment facilities which are accessory uses to the principal use or operation may be permitted only after a special use permit has been obtained.~~

~~218.04.—— Special Permit Approval Criteria~~

~~A Special Use Permit shall be approved only if consistent with all of the following objectives:~~

~~1. That the proposed hazardous waste facility is developed and operated in accordance with all applicable local, state, and federal laws, rules and regulations;~~

- ~~2. That the hazardous waste facility is developed and operated in such a manner so as to eliminate the possibility of ground water pollution in order to maintain the chemical, physical, and biological integrity of the nation's waters, in order to achieve and maintain a level of water quality which provides for the protection and propagation of fish, shell fish, and wildlife and for recreation in and on the water;~~
- ~~3. That the proposed hazardous waste facility be developed and operated in such a manner so as to eliminate air pollution;~~
- ~~4. That sufficient safeguards against spills, fires, and explosions are established to protect the public health, safety and welfare to the greatest extent possible;~~
- ~~5. That the proposed site for hazardous waste facilities be developed in such a way so as to provide for opaque screening and landscaping to minimize the negative visual impacts from such a facility on any adjacent property;~~
- ~~6. That the proposal is consistent with all applicable City of Fridley codes and regulations;~~
- ~~7. That the proposal be consistent with the City of Fridley Comprehensive Plan; and~~
- ~~8. If the Fire Department determines a need for specialized equipment, extinguishing agents or training, it shall be the responsibility of the facility owner or operator to prove same.~~
- ~~9. In addition to the above, any new principal use hazardous waste facility will not be located any closer than one thousand (1000) feet to any HUD flood plain, shoreland, wetland, body of water, or ground water recharge area or aquifer, in order to protect potential drinking water sources.~~

~~218.05. — Special Use Permit Application Procedures~~

- ~~1. Prior to the submittal of a special use permit application, the developers or owners of the proposed facility shall meet with the City to review all applicable ordinances, regulations, and future plans for the area adjacent to the property being developed.~~
- ~~2. The application for the special use permit will be scheduled for a public hearing before the Planning Commission upon completion of the Environmental Quality Commission review.~~
- ~~3. The developers or owners of the proposed facility shall prepare preliminary drawings in accordance with the regulations of Section 218.07 and an environmental assessment worksheet and submit the same to the City, 60 days prior to the public hearing.~~
- ~~4. The Notice for Public Hearing shall be published in the official newspaper at least ten (10) days, but not more than twenty (20) days, prior to the public hearing, at which time the item will be heard. Notices will also be sent during this time period to property owners within fifteen hundred (1500) feet of the subject property.~~

~~5. The Planning Commission shall hold a public hearing on the proposed special use permit. During this public hearing, the requirements for preparing an Environmental Impact Statement will be investigated. Following the public hearing, the Planning Commission shall, within ninety (90) days, submit its recommendation to the City Council as to the appropriateness of the proposed development, and shall recommend if an Environmental Impact Statement is required and conditions of approval or disapproval, based upon the criteria set forth in Sections 218.03, 218.04 and 218.06 of this Chapter.~~

~~6. The application for the special use permit shall be scheduled for a City Council meeting.~~

~~7. The City Council, shall consider the application pursuant to Sections 218.04 and 218.06 and shall approve, disapprove, postpone, or modify the proposal.~~

~~8. If it is determined that an Environmental Impact Statement is required, the applicant must prepare this report before the City Council will take final action on the special use permit application.~~

~~9. Should the City Council approve of the application for a special use permit and preliminary plans, the applicant shall file final plans with the City. The final plans shall be processed in the same manner as the special use permit and preliminary plans. A certified copy of the special use permit shall be recorded in the Office of the Anoka County Recorder or Registrar of Titles, pursuant to Minnesota Statutes, Section 462.3595, Subd. 4.~~

~~10. Should the City Council disapprove the application for a special use permit and preliminary plans, the owners or developers may prepare another preliminary plan and resubmit to the City.~~

~~218.06. — General Findings~~

~~As a prerequisite to the approval of the application for the special use permit, the City Council shall find that evidence presented established:~~

- ~~1. That safe and adequate access to the facility for general, service, and emergency purposes will be provided from non-residential major thoroughfares, and will not require the use of any residential collector or residential local streets;~~
- ~~2. That the operation of the facility will not produce fumes odors, noise, dust, smoke or gases which will adversely affect nearby properties;~~
- ~~3. That the issues raised in the EAW or EIS have been satisfactorily and adequately answered and addressed;~~
- ~~4. That the types of soil under and within one quarter mile of all portions of the proposed site to be used for storage, treatment, loading and handling of hazardous materials, as well as under all~~

~~paved surface or roads leading to the facilities, shall not have a natural percolation rate in excess of 0.75 gallons per day per square foot;~~

- ~~5. That all surface water, ground water, sanitary sewer systems, and storm water systems will be protected so as to eliminate the probability of contamination by hazardous waste; and~~
- ~~6. That necessary fire fighting equipment and materials are available or will be provided by the owner/operator;~~
- ~~7. That the use of the proposed site for hazardous waste treatment will not endanger the public health or safety, or substantially reduce the value of adjoining or nearby property.~~

~~218.07. Preliminary Plans Required~~

- ~~1. 1. Maps of the area within one half mile of the exterior property lines of the proposed site, and including the proposed site, which show:~~
 - ~~A. All dwelling units, other principal buildings and structures and streets;~~
 - ~~B. All significant topographical features;~~
 - ~~C. All surface water systems;~~
 - ~~D. All sanitary sewer systems;~~
 - ~~E. All storm water management systems; and~~
 - ~~F. All wells.~~
- ~~2. An engineering certification for the proposed site and the area within one half mile of the proposed site concerning the following factors:~~
 - ~~A. Depth to seasonally high water table;~~
 - ~~B. Soil drainage, composition, thickness in permeability;~~
 - ~~C. Flooding, ground water recharge areas, aquifers, and flood plains;~~
 - ~~D. Depth to bedrock; and~~
 - ~~E. Prevailing wind conditions.~~
- ~~3. Appropriate permits from the Minnesota Pollution Control Agency, Anoka County Health Board, Department of Natural Resources, State Environmental Quality Board, State Waste Management~~

~~Board, and the local watershed management organization for the proposed site are required. In addition, the operator must provide certificates that the proposed principal use facility is in compliance with the appropriate local, state and federal laws, rules and regulations governing air quality standards, water quality standards, and waste water standards.~~

~~4. A narrative explaining the estimated composition, quantities, and concentrations of any hazardous waste identified or listed by this Chapter, or combinations of any such hazardous waste and any other solid waste, proposed to be stored, treated, transported, and the time, frequency, or rate of which such waste is proposed to be stored, treated, or transported.~~

~~5. preliminary site plan—The preliminary site plan shall be drawn at a minimum scale of one (1) inch equals fifty (50) feet. The submission may be composed of one (1) or more sheets and drawings and shall include:~~

~~A. Location of all proposed buildings and their proposed uses;~~

~~B. Location of driveway and parking areas;~~

~~C. Front, rear and side yard setbacks;~~

~~D. Square footage and dimensions of all proposed buildings; and~~

~~E. Location of all easements, width and purpose.~~

~~6. The landscape plan shall be drawn at a minimum scale of one (1), inch equals fifty (50) feet and shall contain the following information:~~

~~A. Areas for berming, sodding and screening;~~

~~B. Location of proposed plantings, identifying materials as shade tree flowering tree, coniferous tree, or shrubs;~~

~~C. Location of any existing vegetation; and~~

~~D. Identification and location of any trees to be removed.~~

~~7. A grading and drainage plan shall be drawn at a minimum scale of one (1) inch equals one hundred (100) feet and shall contain the following information:~~

~~A. Existing and proposed grades with a minimum of two (2) foot contour intervals to a known sea level datum;~~

~~B. Spot elevations on all proposed hard surface areas;~~

~~C. Estimated runoff of the area based upon one, ten and one hundred year storms;~~

~~D. Location of proposed ponding areas indicating the size and depth of the pond, and amount of acre feet of water to be stored; and~~

~~E. Finish floor elevations of all buildings.~~

~~8. Floor plans and elevations: All floor plans and elevations shall be drawn to a legible scale and include the following information:~~

~~A. Floor plans indicating square footage and dimension of all proposed rooms and areas within the structure, identifying the proposed uses for each room; and~~

~~B. Elevations of the proposed buildings, identifying exterior treatment such as materials to be used and the color~~

~~C. Interior diking and retention areas identifying the volume to be contained and method of removal.~~

~~218.08. Final Plans Required~~

~~1. A final site plan shall be prepared at a scale of one (1) inch equals fifty (50) feet and shall contain the following information:~~

~~A. Location of proposed buildings;~~

~~B. Location of proposed driveways and parking areas;~~

~~C. Front, rear, and side yard setbacks; and~~

~~D. Square footage of all proposed buildings.~~

~~2. Final landscape plan shall be drawn at a scale of one (1) inch equals fifty (50) feet and shall contain the following:~~

~~A. Plant types (botanical and common names), number, location, size, and method of installation;~~

~~B. Areas to be sodded;~~

~~C. Location of existing vegetation;~~

~~D. Identification and location of trees to be removed.~~

~~3. Final grading and drainage plan shall be drawn at a scale of one (1) inch equals one hundred (100) feet and shall contain the following information:~~

- ~~A. Existing and proposed grades with a minimum of two (2) foot contour intervals to a known sea level datum;~~
- ~~B. Sufficient spot elevations on all proposed hard surface areas;~~
- ~~C. Estimated runoff of the area based upon a one, ten and one hundred year storms;~~
- ~~D. Location of proposed ponding areas indicating the size and depth of the pond, and amount of acre feet of water to be stored;~~
- ~~E. Finish floor elevations of all buildings; and~~
- ~~F. Identify soils by type and location, including identification of the water table, and suitability of soil for the proposed development.~~

~~4. Final floor plans, construction drawings and elevations shall be drawn to a legible scale and shall include the following information:~~

- ~~A. Plans indicating square footage, dimension, and uses of all proposed areas within the building; and~~
- ~~B. Elevations of the proposed building, identifying exterior treatment, such as materials to be used and the color.~~
- ~~C. Interior diking and retention areas identifying the volume to be contained and method of removal.~~

~~218.09. Changes in Plans~~

~~1. If the applicant proposes major changes in the final site plan that are inconsistent with the preliminary site plan, these changes can only be made by resubmission of a new preliminary site plan and new special use permit application to the City and rescheduling of this item before the Environmental Quality Commission, a new public hearing before the Planning Commission, and reviewal again by the City Council. The following constitute major changes:~~

- ~~A. Increase in the size of the proposed structure or development;~~
- ~~B. Change in architectural design or style;~~
- ~~C. Increase in the height of the building;~~

- ~~D. A major modification to the landscape plan;~~
- ~~E. A significant reduction in proposed open space and buffering;~~
- ~~F. A change in the development schedule;~~
- ~~G. Change in road location or standards; and~~

~~H. Other changes as determined to be major by the City Council.~~

~~2. Minor Changes. The City Council may, in its discretion, permit minor deviations from the preliminary site plan, which do not change the concept or intent of the proposed development as previously approved.~~

~~218.10. Time Limitations~~

~~If final plan approval is not granted within a six (6) month period from the time of the approval of the special use permit application and preliminary plans, the proposal shall be declared null and void and the applicant will have to re-file a preliminary plan and special use permit application with the City.~~

~~218.11. Standards~~

- ~~1. For principal use facilities, the property must be zoned M-2, Heavy Industrial District.~~
- ~~2. Minimum setbacks from, property line, major roads, and other buildings, shall be two hundred (200) feet. Minimum setbacks from any residential structure shall be four hundred (400) feet.~~
- ~~3. Minimum lot size shall be 10 acres; maximum lot coverage shall be 25%; maximum area for parking shall be 25%; maximum building height shall be 40 feet; building materials shall be concrete or brick; and no metal buildings shall be allowed.~~
- ~~4. Minimum landscape area shall be 50%.~~
- ~~5. The entire site shall be opaquely screened so that the building or parking or storage areas cannot be seen from a public street.~~
- ~~6. Minimum tree sizes: shade trees shall be 3 1/2 inch caliber small trees shall be 3 inch caliber; flowering trees shall be 3 inch caliber; shrubs shall be 3 feet in height; and coniferous trees shall be 12 to 15 feet in height.~~
- ~~7. No migration of water overland shall be permitted beyond the property lines. All ponding of water shall be contained on the site and provisions made to contain all water runoff so as not to discharge into the municipal sanitary sewer system or any storm water system or ditch.~~

~~8. Concrete curb and gutter shall be required along all parking areas. All parking areas shall be concrete surfaces.~~

~~9. No outdoor storage shall be permitted.~~

~~218.12. — Record Keeping~~

~~The operators of the hazardous waste facility shall maintain records of all hazardous waste identified or listed which is treated, transported, or stored, and the manner in which such waste are to be treated, stored, or transported. The operators of the facility shall submit a quarterly report to the City Council, identifying the treatment, storage, or transport of all such waste received by the facility.~~

~~218.13. — Inspection~~

~~1. For the purpose of enforcing the provisions of this Chapter, any person who generates, stores, treats, transports or otherwise handles or has handled hazardous waste, shall furnish information relating to such waste upon request of the following persons: City Building Inspector; Public Works Director; Police Chief; City Manager; or the Fire Chief. Such persons at all reasonable times shall have access to and the right to copy all records relating to such waste.~~

~~2. Any duly authorized City personnel shall be allowed at any reasonable time to enter any establishment or other place where hazardous wastes are or have been stored, treated, or transported from.~~

~~3. Any duly authorized City personnel shall be allowed to inspect and obtain samples from any person of any such waste and samples of any containers or labeling for such containers.~~

~~4. Any duly authorized City personnel can at any time, without prior consent, inspect the site for the possibility of any leakage, spills, or violations of any local, state, or federal law, rules or regulations.~~

~~5. Any records, reports, or information obtained by the City shall be made available to the public.~~

~~6. The existence of any violation of local, state or federal laws, rules or regulations shall require the closing of said facility until it has been determined by public hearing the reasons for said violations and the identification and implementation of additional safeguards to prevent future violations.~~

~~218.14. — Requirements of Compliance Orders~~

~~Any order issued pursuant to this Chapter may include a suspension or revocation of the special use permit issued under this Chapter and shall state with reasonable specificity the nature of the violation and specify a time for compliance. Any violation of this Chapter shall be considered a misdemeanor.~~

~~218.15. — Monitoring Analysis and Testing~~

~~1. If City determines that the presence of any unauthorized hazardous wastes are being stored, treated, transported or disposed of, the City may demand that the facility be closed within four (4) hours upon written notice.~~

~~2. If the City determines that the release of any materials from a hazardous waste facility or site may present a substantial hazard to human health or the environment, the City may issue an order requiring the owner or operator of the facility to conduct such monitoring, testing, analysis and reporting with respect to such facility or site as the City deems reasonable to ascertain the nature and extent of such hazard, including spills, leaks, explosions, and fire.~~

~~3. If the City determines that the owner or operator, is unable to conduct monitoring, testing, and analysis, or reporting satisfactory to the City, and if the City deems any such action carried out by the owner or operator to be unsatisfactory, or if the City cannot initially determine that there is an owner or operator who is able to conduct such monitoring, testing or reporting, the City may:~~

~~A. Conduct monitoring, testing, or analysis, which it deems reasonable to ascertain the nature and extent of the hazard associated with the site concerned; or~~

~~B. Authorize the state or a local authority or testing facility to carry out any such action; and~~

~~C. Require the owner or operator to pay for the cost of monitoring, testing, or analysis done by outside agencies plus associated fees of 10% for City expenses.~~

~~218.16. — Notice of Spills, Leaks, Explosions, Fires or Accidents~~

~~In the event of any spill, leak, explosion, fire or accident, the owner or operator of the facility is required, within a one (1) hour time period, to notify the following individuals: Fire Chief, Police Chief, Anoka County Health Department and Minnesota Pollution Control Agency. Failure to report such incidents within the one (1) hour period shall constitute a misdemeanor.~~

Section 15

That the Fridley City Code Chapter 202, House Trailers, be hereby amended as follows:

Fridley City Code Chapter 202. House Trailers

202.01. PERMIT REQUIRED

~~No person, firm, or corporation shall park, store or occupy a house trailer in the city of Fridley except in a duly licensed mobile home park or except by special permit as hereinafter provided. (Ref. 83)~~

~~202.02. SPECIAL PERMIT~~

~~1. A special permit for a limited period of time may be issued for the parking or occupancy of a trailer when approved by the Council. The Council in making its determination may consider the effect upon public health, safety, community planning, aesthetic considerations for the neighborhood, and property values.~~

~~2. The application, when presented to the Council, shall show the recommendation of the City Engineer/Director of Planning and/or Building Inspector.~~

~~202.03. FEES~~

~~The annual permit fee and expiration date for trailer parking or occupancy shall be as provided in Chapter 11 of this Code.~~

~~202.04. APPLICATION~~

~~The application for a permit shall be made in writing to the City Clerk and supply the following information:~~

~~1. Name and permanent address of applicant.~~

~~—~~

~~2. Name of the owner of the trailer.~~

~~3. Description of the trailer, including make and size.~~

~~4. Name and address of the owner of the land where the trailer is proposed to be located.~~

~~5. Period of time the trailer is to be stored or occupied.~~

~~6. Use of the trailer.~~

~~7. Written approval of the owners of adjoining improved property.~~

~~8. Location of the trailer on the proposed property, including a plat plan of the property.~~

~~9. If the trailer is to be occupied, the following information should also be included: (a) the relationship, if any, between the trailer owner and the land owner; (b) the names and ages of all occupants; (c) the facilities for sewage disposal, water and electricity; (d) the place of employment of the applicant; and (e) whether the applicant is constructing a home in the area.~~

Section 16

That the Fridley City Code Chapter 212, Mining, be hereby amended as follows:

Fridley City Code
Chapter 212. Mining

212.01. ~~FINDING AND PURPOSE~~

1. ~~The City of Fridley recognizes that surface mining exists and that this mining can be an aid to the preparation of development sites. The City further finds that it is not practicable to mine minerals required by society without disturbing the surface of the earth and producing waste materials. The danger exists that non-compatible land uses could unnecessarily deny the benefit of these materials to society in the future. It is further found that the character of mining may create undesirable land and water conditions which can be detrimental to the health, safety, welfare and property rights of the citizens of the City of Fridley. However, if properly regulated and if reclamation of surface mined lands is required, mining can take place within the City in such a manner that undesirable side effects of the operation may be restricted to an acceptable level.~~

2. ~~The purposes of this Chapter are as follows:~~

- A. ~~To provide for the economical availability of sand, gravel, rock, soil and other materials.~~
- B. ~~To establish uniform and reasonable limitations, safeguards and controls in the City, for the future mining of said materials.~~
- C. ~~To control the effect of the mining operation upon adjacent property and other areas of the City.~~
- D. ~~To provide for the restoration of the mining operation and mining area during, and after termination of, the removal operation.~~
- E. ~~To control and minimize pollution caused by erosion or sedimentation, all in furtherance of the health, safety and general welfare of the citizens of Fridley, Minnesota.~~

212.02. ~~RELATIONSHIP TO ZONING ORDINANCE~~

~~This Chapter shall apply to areas within the City of Fridley in which the removal of minerals, including sand and gravel, is a permitted or special use. The standards and requirements set by this Chapter shall govern the issuance, renewal and termination of the mining permit.~~

212.03. ~~DEFINITIONS~~

1. ~~Dust.~~

~~Air-borne, inorganic particulate matter other than smoke.~~

~~2.— Minerals.~~

~~Nonmetallic material found in the earth including, but not limited to, sand, gravel, rock and soil, which may be covered by overburden.~~

~~3.— Mining,~~

~~The removal, or extraction and processing, of minerals.~~

~~4.— Mining Permit.~~

~~The permit required by this Chapter.~~

~~5.— Overburden.~~

~~Those materials which lie between the surface of the earth and the mineral deposit to be mined.~~

~~6.— Rehabilitation.~~

~~To renew land to a self-sustaining, long-term use which is compatible with contiguous land uses in accordance with the standards set forth in this Chapter.~~

~~7.— Topsoil.~~

~~That portion of the overburden which lies closest to the earth's surface and supports the growth of vegetation.~~

~~212.04.— MINING PERMIT~~

~~1.— Except as hereinafter provided in this Chapter, it shall be unlawful for any operator to engage in mining without having first obtained a written permit from the City of Fridley authorizing the same.~~

~~2.— Operators conducting operations governed by this Chapter and for which this Chapter requires a permit, shall be notified within 15 days of the adoption of this Chapter that they are required to make application for a permit. Upon notification, operators shall have 60 days in which to complete permit applications. Failure to apply for a permit within 60 days shall be a violation of this Chapter.~~

~~212.05.— EXCEPTIONS~~

~~The permit requirements established by this Chapter shall not apply to:~~

~~1.— Emergency work necessary to preserve human life or property. Emergency work performed under this Section shall be reported to the City of Fridley at the earliest practical opportunity. An operator~~

~~commencing emergency work shall within ten (10) days following the commencement of that activity, apply for the issuance of a mining permit and on the issuance thereof may be required to perform such work as determined to be reasonably necessary to correct any environmental impairment occasioned by such work.~~

~~2. Mining done in conjunction with a building permit or other permit required by the City.~~

~~212.06. APPLICATION FOR PERMIT~~

~~1. An application for a mining permit shall contain:~~

~~A. The name and address of the operator and owner of the land.~~

~~B. The correct legal description of the property where the extraction is proposed to occur.~~

~~C. Specifications of the following using appropriate maps, photographs, and surveys:~~

~~(1) The physical relationship of the proposed mining area to the community and existing community development.~~

~~(2) Site topography and natural features including location of water courses and water bodies within the planned mining area.~~

~~(3) The quality and quantity of minerals to be excavated.~~

~~(4) The depth of water tables throughout the planned mining area,~~

~~(5) The average thickness of overburden in the area.~~

~~D. The purpose of the operation.~~

~~E. The estimated time required to complete the operation.~~

~~F. The plan of operation, including processing (any operation other than direct mining and removal), nature of the processing and equipment, location of the plant, source of water, disposal of water, and reuse of water.~~

~~G. The travel routes to and from the site.~~

~~H. The plans for drainage, wind and water erosion control, sedimentation and dust control.~~

~~2. Referral to Planning Commission.~~

- A. ~~The Planning Commission shall hold a public hearing on the application within sixty (60) days and shall provide published notice of said hearing at least ten (10) days before the hearing together with mailed notice to all property owners within 200 feet of the property affected. Failure to give mailed notice to individual property owners, or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply with the mailed notice requirement has been made.~~
- B. ~~The applicant or a representative therefor shall appear before the Planning Commission in order to answer questions concerning the mining permit application. The Planning Commission shall report its findings to the Council indicating its recommendation as to approval or denial and specifying what, if any, conditions are necessary regarding the mining permit.~~

~~3. Council Action.~~

~~Upon receiving the recommendations of the Planning Commission, the City Council shall take action within sixty (60) days and may affirm or deny the application by a simple majority vote.~~

~~4. Issuance.~~

- A. ~~The issuance of any Mining Permit is dependent on the fact that the activities permitted will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof or to the public welfare, and will not impair the use, enjoyment, or value of any property.~~
- B. ~~The issuance of any Mining Permit may also be subject to conditions in order to protect the public health, safety, convenience and welfare, or to avoid traffic congestion, or hazard, or other dangers, or to promote conformity of a proposed use with the character of the adjoining property and uses, and the district as a whole, or to protect such character,~~

~~212.07. STANDARDS~~

~~1. Operation shall be conducted within the confines of the property.~~

~~2. Operation shall not be conducted within:~~

- A. ~~Five (5) feet of the right of way of an existing public utility.~~
- B. ~~Fifty (50) feet of the boundary of any zone where such operations are not permitted.~~
- C. ~~Thirty (30) feet of the boundary of an adjoining property not in mining use.~~

~~3. Fencing.~~

~~During operations, access to any area where collections of water are one and one-half (1-1/2) feet in depth or more or where excavation slopes are steeper than one (1) foot vertical to one and one-half (1-1/2) feet horizontal and any other areas where obvious danger to the public exists shall be controlled by a four (4) foot tall fence. Such fencing shall have support posts spaced every ten (10) feet.~~

~~4. Appearance and Screening.~~

- ~~A. Machinery shall be kept operational.~~
- ~~B. Abandoned machinery and rubbish shall be removed from the site regularly.~~
- ~~C. All structures that have not been used for a period of one (1) year shall be removed from the site.~~
- ~~D. All equipment and temporary structures shall be removed and dismantled not later than six (6) months after termination of, the mining operation or expiration of this permit.~~
- ~~E. Where practical, stockpiles of overburden and materials shall be used to screen the mining site.~~
- ~~F. Where practical, the perimeter of the mining site shall be planted or otherwise screened.~~
- ~~G. Existing trees and ground cover shall be preserved to the maximum extent feasible, and maintained and supplemented by selective cutting, transplanting and replanting of trees, shrubs, and other ground cover along all setback areas.~~

~~5. Operating Standards.~~

~~A. Noise.~~

~~The maximum noise level at the perimeter of the site shall be within the limits set by the Minnesota Pollution Control Agency and the Environmental Protection Agency of the United States.~~

~~B. Hours~~

~~All mining operations shall be conducted between 7 a.m. and 7 p.m. Monday through Saturday only.~~

~~C. Explosives.~~

~~The use and handling of explosives shall be coordinated with the police department. Blasting shall occur only at hours specified in the permit and at no other time.~~

~~D. Dust.~~

~~Operators shall utilize all practical means to reduce the amount of dust caused by the operation. In no case shall the amount of dust or other particulate matter exceed the standards established by the Minnesota Pollution Control Agency.~~

~~E. Water Pollution.~~

~~Operators shall comply with all applicable Minnesota Pollution Control Agency regulations and Federal and Environmental Protection Agency regulations for the protection of water quality. No waste products or process residue, including untreated wash water, shall be deposited in any lake, stream or natural drainage system, except that those lakes or ponds wholly contained within the extraction site may be so utilized.~~

~~F. Topsoil Preservation.~~

~~All topsoil shall be retained at the site until complete rehabilitation of the site has taken place according to the rehabilitation plan.~~

~~6. Rehabilitation Standards:~~

~~A. Time.~~

~~Rehabilitation shall be a continuing operation occurring as quickly as possible after the mining operation has moved sufficiently into another part of the extraction site.~~

~~B. Slopes.~~

~~All banks and slopes shall be left in accordance with the rehabilitation plan submitted with the permit application. No rehabilitated slope shall be steeper than four (4) feet horizontal to one (1) foot vertical, except that steeper slopes may be permitted in accordance with the rehabilitation plan when said slopes are planned for slope related usages, for example, ski hills and sliding hills.~~

~~C. Cover and Planting.~~

~~Slopes, graded, and backfilled areas shall be surfaced with at least three (3) inches of topsoil and planted with ground cover sufficient to hold the soil. Such ground shall be tended as necessary until it is self-sustained.~~

~~D. Slopes to Water Bodies.~~

~~No slope descending to a water body shall exceed one (1) foot vertical to four (4) feet horizontal.~~

~~E. Water bodies.~~

~~All water areas resulting from excavation shall be rehabilitated as follows:~~

~~(1) All standing bodies, except those approved for storm water retention, will be filled with acceptable fill material by the end of each construction season.~~

~~(2) Any water body to be used for storm water retention must be approved by the Engineering Department.~~

~~F. Final Elevation.~~

~~No part of the rehabilitated area which is planned for utilization for uses other than open space or agriculture shall be at an elevation lower than the minimum required for gravity connection to sanitary and storm sewer.~~

~~212.08. FEES & BOND~~

~~1. The annual permit fee and expiration date shall be as provided by Chapter 11 of this Code.~~

~~2. The applicant shall post a surety bond acceptable to the City or a certified check in an equivalent amount for the sum of \$1,000 per acre or fraction thereof for the land to be subjected to the mining operation running to Fridley to secure satisfactory performance of the requirements set forth in this Chapter.~~

~~212.09. VALIDITY~~

~~The validity of any word, section, clause, paragraph, sentence, part or provision of this Chapter shall not effect the validity of any other part of this Chapter which can be given affect without such invalid part or parts.~~

Section 17

That the Fridley City Code Chapter 208, Stormwater Management and Erosion Control, be hereby amended as follows:

FRIDLEY CITY CODE

CHAPTER 208. STORMWATER MANAGEMENT AND EROSION CONTROL

208.01 PURPOSE AND INTENT

The purpose of this ordinance is to control or eliminate storm water pollution along with soil erosion and sedimentation within the City of Fridley. It establishes standards and specifications for conservation practices and planning activities, which minimize storm water pollution, soil erosion and sedimentation.

208.02 — SCOPE

Except where a variance is granted, any person, firm, sole proprietorship, partnership, corporation, state agency, or political subdivision proposing a land disturbance activity within the City of Fridley shall apply to the city for the approval of the storm water pollution control plan. No land shall be disturbed until the plan is approved by the city and conforms to the standards set forth herein.

208.03 — DEFINITIONS

These definitions apply to this ordinance. Unless specifically defined below, the words or phrases used in this ordinance shall have the same meaning as they have in common usage. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "must" are always mandatory and not merely directive.

1. Applicant: Any person or group that applies for a building permit, subdivision approval, or a permit to allow land disturbing activities. Applicant also means that person's agents, employees, and others acting under this person's or group's direction. The term "applicant" also refers to the permit holder or holders and the permit holder's agents, employees, and others acting under this person's or group's direction.
2. Best Management Practices (BMPs): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
3. Common Plan of Development or Sale: A contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, or on different schedules, but under one proposed plan. This item is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land disturbing activities may occur.
4. Developer: Any person, group, firm, corporation, sole proprietorship, partnership, state agency, or political subdivision thereof engaged in a land disturbance activity.
5. Development: Any land disturbance activity that changes the site's runoff characteristics in conjunction with residential, commercial, industrial or institutional construction or alteration.

6. ~~Discharge: The release, conveyance, channeling, runoff, or drainage, of storm water, including snowmelt, from a construction site.~~

7. ~~Energy Dissipation: This refers to methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to; aprons, riprap, splash pads, and gabions that are designed to prevent erosion.~~

8. ~~Erosion: Any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of people and nature.~~

9. ~~Erosion Control: Refers to methods employed to prevent erosion. Examples include soil stabilization practices, horizontal slope grading, temporary or permanent cover, and construction phasing.~~

10. ~~Erosion and Sediment Practice Specifications or Practice: The management procedures, techniques, and methods to control soil erosion and sedimentation as officially adopted by the state, county, city or local watershed group, whichever is most stringent.~~

11. ~~Exposed Soil Areas: All areas of the construction site where the vegetation (trees, shrubs, brush, grasses, etc.) or impervious surface has been removed, thus rendering the soil more prone to erosion. This includes topsoil stockpile areas, borrow areas and disposal areas within the construction site. It does not include temporary stockpiles or surcharge areas of clean sand, gravel, concrete or bituminous. Once soil is exposed, it is considered "exposed soil," until it meets the definition of "final stabilization."~~

12. ~~Filter Strips: A vegetated section of land designed to treat runoff as overland sheet flow. They may be designed in any natural vegetated form from a grassy meadow to a small forest. Their dense vegetated cover facilitates pollutant removal and infiltration.~~

13. ~~Final Stabilization: Means that all soil disturbing activities at the site have been completed, and that a uniform (evenly distributed, e.g., without large bare areas) perennial vegetative cover with a density of seventy-five (75) percent of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures have been employed. Simply sowing grass seed is not considered final stabilization.~~

14. ~~Hydric Soils: Soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part.~~

15. ~~Hydrophytic Vegetation: Macrophytic (large enough to be observed by the naked eye) plant life growing in water, soil or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.~~

16. ~~Impervious Surface: A constructed hard surface that either prevents or retards the entry of water into the soil, and causes water to run off the surface in greater quantities and at an increased~~

~~rate of flow than existed prior to development. Examples include rooftops, sidewalks, patios, driveways, parking lots, storage areas, and concrete, asphalt, or gravel roads.~~

~~17. Land Disturbance Activity: Any land change that may result in soil erosion from water or wind and the movement of sediments into or upon waters or lands within the City of Fridley, including construction, clearing & grubbing, grading, excavating, transporting and filling of land. Within the context of this rule, land disturbance activity does not mean:~~

- ~~A. Minor land disturbance activities such as home gardens and an individual's home landscaping, repairs, and maintenance work.~~
- ~~B. Additions or modifications to existing single family structures that which result in creating under five thousand (5,000) square feet of exposed soil or impervious surface.~~
- ~~C. Construction, installation, and maintenance of fences, signs, posts, poles, and electric, telephone, cable television, utility lines or individual service connections to these utilities, which result in creating under five thousand (5,000) square feet of exposed soil or impervious surface.~~
- ~~D. Tilling, planting, or harvesting of agricultural, horticultural, or forest crops.~~
- ~~E. Emergency work to protect life, limb, or property and emergency repairs, unless the land disturbing activity would have otherwise required an approved erosion and sediment control plan, except for the emergency. If such a plan would have been required, then the disturbed land area shall be shaped and stabilized in accordance with the City of Fridley's requirements as soon as possible.~~
- ~~F. Street and utility reconstruction projects that result in a net increase in impervious area of less than 5%.~~

~~18. Native Vegetation: The presettlement (Already existing in Minnesota at the time of statehood in 1858) group of plant species native to the local region, that were not introduced as a result of European settlement or subsequent human introduction.~~

~~19. Ordinary High Water Mark: Minnesota Statute 103G.005, subdivision 14 defines. "Ordinary high water level" as the boundary of waterbasins, watercourses, public waters, and public waters wetlands, and:~~

- ~~A. the ordinary high water level is an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial;~~

- ~~B. for watercourses, the ordinary high water level is the elevation of the top of the bank of the channel; and~~
- ~~C. for reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.~~

~~The term "ordinary high water mark" is further defined in Minnesota Rule 6120.2500, subpart 11. Ordinary high water marks are determined by the Minnesota Department of Natural Resources' area hydrologist.~~

~~20. Paved Surface: A constructed hard, smooth surface made of asphalt, concrete or other pavement material. Examples include, but are not limited to, roads, sidewalks, driveways and parking lots.~~

~~21. Permanent Cover: Means "final stabilization." Examples include grass, gravel, asphalt, and concrete. See also the definition of "final stabilization."~~

~~22. Permit: With in the context of this code a "permit" is a written warrant or license granted for construction, subdivision approval, or to allow land disturbing activities~~

~~23. Phased Project or Development: Clearing a parcel of land in distinct phases, with at least fifty percent (50%) of the project's preceding phase meeting the definition of "final stabilization" and the remainder proceeding toward completion, before beginning the next phase of clearing.~~

~~24. Runoff Coefficient: The fraction of total precipitation that is not infiltrated into or otherwise retained by the soil, concrete, asphalt or other surface upon which it falls, that will appear at the conveyance as runoff. This coefficient is usually estimated for an event or on an average annual basis.~~

~~25. Sediment: The product of an erosion process; solid material both mineral and organic, that is in suspension, is being transported, or has been moved by water, wind, or ice, and has come to rest on the earth's surface either above or below water level.~~

~~26. Sedimentation: The process or action of depositing sediment.~~

~~27. Sediment Control: The methods employed to prevent sediment from leaving the development site. Examples of sediment control practices are silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins.~~

~~28. Significant Redevelopment: Alterations of a property that changes the "footprint" of a site or building in such a way that results in the disturbance of over one (1) acre of land. This term is not intended to include activities, which would not be expected to cause adverse storm water quality impacts and offer no new opportunity for storm water controls, such as exterior remodeling.~~

~~29. Soil: The unconsolidated mineral and organic material on the immediate surface of the earth. For the purposes of this document, temporary stockpiles of clean sand, gravel, aggregate, concrete or bituminous materials are not considered "soil" stockpiles.~~

~~30. Stabilized: The exposed ground surface after it has been covered by sod, erosion control blanket, riprap, pavement or other material that prevents erosion. Simply sowing grass seed is not considered stabilization.~~

~~31. Steep Slope: Any slope steeper than fifteen (15) percent (Fifteen (15) feet of rise for every one hundred (100) feet horizontal run).~~

~~32. Storm Water: Under Minnesota Rule 7077.0105, subpart 41b storm water, "means precipitation runoff, storm water runoff, snow melt runoff, and any other surface runoff and drainage." (According to the Code of Federal Regulations (CFR) under 40 CFR 122.26 [b][13], "Storm water means storm water runoff, snow melt runoff and surface and drainage."). Storm water does not include construction site dewatering.~~

~~33. Storm Water Pollution Control Plan: A joint storm water and erosion and sediment control plan that is a document containing the requirements of Section 208.05, that when implemented will decrease soil erosion on a parcel of land and off-site nonpoint pollution. It involves both temporary and permanent controls.~~

~~34. Stormwater Pond or Basin: A permanent man-made structure used for the temporary storage of runoff. Detention Pond is considered a permanent man-made structure containing a temporary pool of water. A Retention Pond or a Wet Retention Facility is considered a permanent man-made structure containing a permanent pool of water.~~

~~35. Structure: Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.~~

~~36. Subdivision: Any tract of land divided into building lots for private, public, commercial, industrial, etc. development. Minnesota Rule 6120.2500, subpart 17 defines subdivision as, "land that is divided for the purpose of sale, rent, or lease, including planned unit development."~~

~~37. Temporary Protection: Short-term methods employed to prevent erosion. Examples of such protection are straw, mulch, erosion control blankets, wood chips, and erosion netting.~~

~~38. Vegetated or Grassy Swale: A vegetated earthen channel that conveys storm water, while treating the storm water by biofiltration. Such swales remove pollutants by both filtration and infiltration.~~

39. ~~Very Steep Slope: Any slope steeper than one foot of rise for each three feet of horizontal run (Thirty-three (33) percent slope~~

40. ~~Waters of the State: As defined in Minnesota Statutes section 115.01, subdivision 22 the term "... 'waters of the state' means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof."~~

41. ~~Wetlands: As defined in Minnesota Rules 7050.0130, subpart F, "... 'wetlands' are those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:~~

~~A. A predominance of hydric soils;~~

~~B. Inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and~~

~~C. Under normal circumstances support a prevalence of such vegetation."~~

208.04 — TECHNICAL GUIDES

The following handbooks are adopted by reference:

1. ~~"Protecting Water Quality in Urban Areas", Minnesota Pollution Control Agency~~

2. ~~"Storm Water and Wetlands: Planning and Evaluation Guidelines for Addressing Potential Impacts of Urban Storm Water and Snow-Melt Runoff on Wetlands", Minnesota Pollution Control Agency~~

3. ~~"Minnesota Urban Small Sites BMP Manual", Metropolitan Council~~

4. ~~"Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices", United States Environmental Protection Agency~~

5. ~~"Erosion Control Design Manual", Minnesota Department of Transportation~~

6. ~~"Field Office Technical Guide of the United States Department of Agriculture", Soil Conservation Service~~

7. ~~"Soil Survey of Anoka County", developed by the United States Department of Agriculture, Soil Conservation Service~~

8. ~~Minnesota Construction Site Erosion and Sediment Control Planning Handbook~~

208.05 — STORMWATER POLLUTION CONTROL PLAN

Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities must submit a storm water pollution control plan to the city engineer. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until the city approves this plan.

1. ~~Storm Water Runoff Rates.~~ Release rates from storm water treatment basins shall not increase over the predevelopment twenty-four (24) hour two (2) year, ten (10) year and one hundred (100) year peak storm discharge rates, based on the last ten (10) years of how that land was used. Accelerated channel erosion must not occur as a result of the proposed activity. For discharges to wetlands volume control is more important than discharge rate control.

2. ~~The Storm Water Pollution Control Plan and the Grading Plan.~~ The storm water pollution control plan's measures, the limit of disturbed surface shall be marked on the approved grading plan, and identified with flags, stakes, signs etc. on the development site before work begins.

3. ~~Inspections of the Storm Water Pollution Control Plan's Measures.~~ At a minimum, such inspections shall be done weekly by the developer or the developer's designated representative, and within twenty-four (24) hours after every storm or snow melt event large enough to result in runoff from the site (approximately 0.25 inches or more in twenty-four (24) hours). At a minimum, these inspections shall be done during active construction.

4. ~~Minimum Requirements of the Storm Water Pollution Control Plan.~~ The plan shall contain or consider:

- A. ~~The name and address of the applicant and the location of the activity.~~
- B. ~~Project description: the nature and purpose of the land disturbing activity and the amount of grading, utilities, and building construction involved.~~
- C. ~~Phasing of construction: time frames and schedules for the project's various aspects.~~
- D. ~~A map of the existing site conditions: existing topography, property information, steep and very steep slopes, existing drainage systems/patterns, type of soils, waterways, wetlands, vegetative cover, and one hundred (100) year flood plain boundaries.~~

- ~~E. A site construction plan that includes the location of the proposed land disturbing activities, stockpile locations, erosion and sediment control plan, construction schedule, and the plan for the maintenance and inspections of the storm water pollution control measures.~~
 - ~~F. Adjacent areas: neighboring streams, lakes, residential areas, roads, etc., which might be affected by the land disturbing activity.~~
 - ~~G. Designate the site's areas that have the potential for serious erosion problems.~~
 - ~~H. Erosion and sediment control measures: the methods that will be used to control erosion and sedimentation on the site, both during and after the construction process.~~
 - ~~I. Permanent stabilization: how the site will be stabilized after construction is completed, including specifications, time frames or schedules.~~
 - ~~J. Calculations: any that were made for the design of such items as sediment basins, wet detention basins, diversions, waterways, infiltration zones and other applicable practices.~~
5. ~~General Storm Water Pollution Control Plan Criteria. The plan shall address the following:~~
- ~~A. Stabilizing all exposed soils and soil stockpiles and the related time frame or schedule.~~
 - ~~B. Establishing permanent vegetation and the related time frame or schedule.~~
 - ~~C. Preventing sediment damage to adjacent properties and other designated areas such as streams, wetlands, lakes and unique vegetation (Oak groves, rare and endangered species habitats, etc.)~~
 - ~~D. Scheduling for erosion and sediment control practices.~~
 - ~~E. Where permanent and temporary sedimentation basins will be located.~~
 - ~~F. Engineering the construction and stabilization of steep and very steep slopes.~~
 - ~~G. Measures for controlling the quality and quantity of storm water leaving a site.~~
 - ~~H. Stabilizing all waterways and outlets.~~
 - ~~I. Protecting storm sewers from the entrance of sediment.~~
 - ~~J. What precautions will be taken to contain sediment, when working in or crossing water bodies.~~
 - ~~K. Restabilizing utility construction areas as soon as possible.~~

~~L. Protecting paved roads from sediment and mud brought in from access routes.~~

~~M. The eventual disposing of temporary erosion and sediment control measures.~~

~~N. How The temporary and permanent erosion and sediment controls will be maintained.~~

~~O. The disposal of collected sediment and floating debris.~~

~~6. Minimum Storm Water Pollution Control Measures and Related Inspections. These minimum control measures are required where bare soil is exposed. Due to the diversity of individual construction sites, each site will be individually evaluated. Where additional control measures are needed, they will be specified at the discretion of the city engineer. The city will determine what action is necessary.~~

~~A. All grading plans and building site surveys must be reviewed by the city for the effectiveness of erosion control measures in the context of site topography and drainage.~~

~~B. Sediment control measures must be properly installed by the builder before construction activity begins. Such structures may be adjusted during dry weather to accommodate short term activities, such as those allowing the passage of very large vehicles. As soon as this activity is finished or before the next runoff event, the erosion and sediment control structures must be returned to the configuration specified by the city. A sediment control inspection must then be scheduled, and passed before a footing inspection will be done.~~

~~C. Diversion of channeled runoff around disturbed areas, if practical, or the protection of the channel.~~

~~D. Easements. If a storm water management plan involves directing some or all of the site's runoff, the applicant or his designated representative shall obtain from adjacent property owners any necessary easements or other property interests concerning the flowing of such water.~~

~~E. The scheduling of the site's activities to lessen their impact on erosion and sediment creation, so as to minimize the amount of exposed soil.~~

~~F. Control runoff as follows (Either 1 and 2 or 1 and 3):~~

~~(1) Unless precluded by moderate or heavy snow cover (Mulching can still occur if a light snow cover is present.), stabilize all exposed inactive disturbed soil areas within two hundred (200) feet of any water of the state, or within two hundred (200) feet of any conveyance (curb, gutter, storm sewer inlet, drainage ditch, etc.) with sod, seed or weed-free mulch. This must be done, if the applicant will not work the area for seven (7) days on slopes greater than three (3) feet horizontal to one (1) foot vertical (3:1), fourteen (14)~~

days on slopes ranging from 3:1 to 10:1 and twenty-one (21) days for slopes flatter than 10:1.

~~(2) For disturbed areas greater than five (5) acres construct temporary or permanent sedimentation basins. Sedimentation basins must have a minimum surface area equal of at least 1% of the area draining to basin, and be constructed in accordance with accepted design specifications including access for operations and maintenance. Basin discharge rates must also be controlled to prevent erosion in the discharge channel.~~

~~(3) For disturbed areas less than five (5) acres sedimentation basins are encouraged, but not required, unless required by the city engineer. The applicant shall install erosion and sediment controls at locations directed by the city. Minimum requirements include silt fences, rock check dams, or other equivalent control measures along slopes. Silt fences are required along channel edges to reduce the amount of sediment reaching the channel. Silt fences, rock check dams, etc. must be regularly inspected and maintained. The applicant is also required to obtain a National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) construction storm water permit from the Minnesota Pollution Control Agency for any project that disturbs one (1) acre or more of land. This one acre value also applies to a common plan of development or sale.~~

~~G. Sediment basins related to impervious surface area. Where a project's ultimate development replaces surface vegetation with one (1) or more acres of cumulative impervious surface, and all runoff has not been accounted for in a local unit of government's existing storm water management plan or practice, the runoff must be discharged to a wet sedimentation basin prior to entering waters of the state.~~

~~(1) At a minimum the work shall conform with the current version of the Minnesota Pollution Control Agency's publication, "Protecting Water Quality in Urban Areas," and the current requirements found in the same agency's NPDES/SDS permits for storm water associated with construction activities.~~

~~H. Generally, sufficient silt fence shall be required to hold all sheet flow runoff generated at an individual site, until it can either infiltrate or seep through silt fence's pores.~~

~~I. Temporary stockpiling of fifty (50) or more cubic yards of excess soil on any lot or other vacant area shall not be allowed without issuance of a grading permit for the earth moving activity in question.~~

~~J. For soil stockpiles greater than ten (10) cubic yards the toe of the pile must be more than twenty-five (25) feet from a road, drainage channel or storm water inlet. If such stockpiles will be left for more than seven (7) days, they must be stabilized with mulch, vegetation, tarps or other means. If left for less than seven (7) days, erosion from stockpiles must be controlled with silt fences or rock check dams.~~

- (1) ~~If for any reason a soil or non-soil stockpile of any size is located closer than twenty-five (25) feet from a road, drainage channel or storm water inlet, and will be left for more than seven (7) days, it must be covered with tarps or controlled in some other manner.~~
- (2) ~~All non-soil (clean sand, gravel, concrete or bituminous) must at a minimum have a silt fencing or other effective sediment control measures installed.~~
- K. ~~All sand, gravel or other mining operations taking place on the development site shall apply for a Minnesota Pollution Control Agency National Pollutant Discharge Elimination System General Storm Water permit for industrial activities and all required Minnesota Department of Natural Resources permits.~~
- L. ~~Temporary rock construction entrances, or equally effective means of preventing vehicles from tracking sediment from the site, may be required wherever vehicles enter and exit a site.~~
 - (1) ~~Vehicle tracking of sediment from the site must be minimized by BMPs such as stone pads, concrete or steel wash racks, or equivalent systems. Street sweeping must be used if such BMPs are not adequate.~~
- M. ~~Parking is prohibited on all bare lots and all temporary construction entrances, except where street parking is not available. Gravel entrances are to be used for deliveries only as per the development contract.~~
- N. ~~*Streets must be cleaned and swept whenever tracking of sediments occurs. Sediment shall not be allowed to remain on the streets if the site is to be left idle for weekends or holidays. A regular sweeping schedule should be established.*~~
- O. ~~Water (impacted by the construction activity) removed from the site by pumping must be treated by temporary sedimentation basins, geotextile filters, grit chambers, sand filters, up-flow chambers, hydro-cyclones, swirl concentrators or other appropriate controls. Such water shall not be discharged in a manner that causes erosion or flooding of the site, receiving channels, adjacent property or a wetland.~~
- P. ~~All storm drain inlets must be protected during construction until control measures are in place with either silt fence or an equivalent barrier that meets accepted design criteria, standards and specifications as contained in the latest version of the Minnesota Pollution Control Agency's publication, "Protecting Water Quality in Urban Areas."~~
- Q. ~~Roof drain leaders. All newly constructed and reconstructed buildings shall route roof drain leaders to pervious areas (not natural wetlands) where the runoff can infiltrate whenever practical. The discharge rate shall be controlled so that no erosion occurs in the pervious areas.~~

~~R. Removal from the project's site of more than one (1) acre of topsoil shall not be done, unless written permission is given by the city engineer. Excessive removal of topsoil from the project's site can cause significant current and future soil erosion problems.~~

~~S. Inspection and maintenance. All storm water pollution control management facilities must be designed to minimize the need of maintenance, to provide easy vehicle (typically eight (8) feet or wider) and personnel access for maintenance purposes and be structurally sound. These facilities must have Storm Water Maintenance Agreement that ensures continued effective removal of the pollutants carried in storm water runoff. The owner shall inspect all storm water management facilities during construction, twice during the first year of operation and at least once every year thereafter. The city will keep all inspection records on file for a period of six (6) years.~~

~~(1) Inspection and maintenance easements. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the storm water management facilities for inspection and maintenance purpose.~~

~~T. Follow-up inspections must be performed by the owner on a regular basis to ensure that erosion and sediment control measures are properly installed and maintained. In all cases the inspectors will attempt to work with the applicant and/or builder to maintain proper erosion and sediment control at all sites.~~

~~(1) In cases where cooperation is withheld, construction stop orders may be issued by the city, until all erosion and sediment control measures meet specifications. A second erosion and sediment control/grading inspection must then be scheduled and passed before the final inspection will be done.~~

~~U. All infiltration areas must be inspected to ensure that sediment from ongoing construction activities is not reaching infiltration areas, and that these areas are also being protected from soil compaction from the movement of construction equipment.~~

~~7. Permanent Storm Water Pollution Controls.~~

~~A. The applicant shall install and construct all permanent storm water management facilities necessary to manage increased runoff, so that the discharge rates from storm water treatment basins, such that the predevelopment twenty-four (24) hour two (2) year, ten (10) year, and one hundred (100) year peak storm discharge rates are not increased. These predevelopment rates shall be based on the last ten (10) years of how that land was used. Accelerated channel erosion must not occur as a result of the proposed land disturbing or development activity.~~

~~(1) All calculations and information used in determining these peak storm discharge rates shall be submitted along with the storm water pollution control plan.~~

~~B. The applicant shall consider reducing the need for permanent storm water management facilities by incorporating the use of natural topography and land cover such as natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of treated (e.g., settled) water without compromising the integrity or quality of the wetland or pond.~~

~~C. The following permanent storm water management practices must be investigated in developing the storm water management part of the storm water pollution control plan in the following descending order of preference:~~

~~(1) Protect and preserve as much natural or vegetated area on the site as possible, minimizing impervious surfaces. Direct runoff to vegetated areas rather than to adjoining streets, storm sewers and ditches.~~

~~(2) Flow attenuation of treated storm water by the use of open vegetated swales and natural depressions.~~

~~(3) Storm water ponding facilities (including percolation facilities); and~~

~~(4) A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection (C) above. The applicant shall provide justification for the method selected.~~

~~D. Redevelopment of existing parcels must provide treatment of stormwater from impervious surfaces even if the amount of impervious remains the same or is reduced.~~

~~Treatment may be accomplished through the use of ponding areas, infiltration areas, or structural stormwater treatment devices.~~

~~The applicant shall submit documentation showing the chosen method will remove in excess of 80% of suspended solids and other pollutants from a 1.5 inch 24 hour storm event~~

~~E. The applicant shall be required to sign and file a Stormwater Maintenance Agreement that ensures continued effective removal of the pollutants carried in storm water runoff. The Agreement also ensures continued maintenance, cleaning and upkeep of the facility.~~

~~8. Minimum Design Standards for Storm Water Wet Detention Facilities. At a minimum these facilities must conform to the most current technology as reflected in the current version of the Minnesota Pollution Control Agency's publication, "Protecting Water Quality in Urban Areas" and the current requirements found in the same agency's NPDES permits for storm water associated with construction activities.~~

~~9. Minimum Protection for Natural Wetlands.~~

- ~~A. Runoff must not be discharged directly into wetlands without appropriate quality (e.i., treated) and quantity runoff control, depending on the individual wetland's vegetation sensitivity. See the current version of the Minnesota Pollution Control Agency's publication, "Storm-Water and Wetlands: Planning and Evaluation Guidelines for Addressing Potential Impacts of Urban Storm-Water and Snow-Melt Runoff on Wetlands" for guidance.~~
- ~~B. Wetlands must not be drained or filled, wholly or partially, unless replaced by either restoring or creating wetland areas of at least equal public value. Compensation, including the replacement ratio and quality of replacement should be consistent with the requirements outlined in the Board of Water and Soil Resources rules that implement the Minnesota Wetland Conservation Act of 1991 including any and all amendments to it.~~
- ~~C. Work in and around wetlands must be guided by the following principles in descending order of priority:~~
 - ~~(1) Avoid both the direct and indirect impact of the activity that may destroy or diminish the wetland.~~
 - ~~(2) Minimize the impact by limiting the degree or magnitude of the wetland related activity.~~
 - ~~(3) Rectify the impact by repairing, rehabilitating, or restoring the affected wetland environment with one of at least equal public value.~~
 - ~~(4) Reduce or eliminate the adverse impact over time by preservation and maintenance operations during the life of the activity.~~

~~10. Models/Methodologies/Computations. Hydrologic models and design methodologies used for the determining runoff characteristics and analyzing storm water management structures must be approved by the city engineer. Plans, specifications and computations for storm water management facilities submitted for review must be sealed and signed by a registered professional engineer. All computations must appear in the plans submitted for review, unless otherwise approved by the city engineer.~~

~~208.06 REVIEW~~

~~The city engineer shall review the storm water pollution control plan.~~

~~1. Permit Required. If the city determines that the storm water pollution control plan meets the requirements of this ordinance, the city shall issue a permit valid for a specified period of time, that authorizes the land disturbance activity contingent on the implementation and completion of the storm water pollution control plan.~~

~~2. Permit Denial. If the city determines that the storm water pollution control plan does not meet the requirements of this ordinance, the city shall not issue a permit for the land disturbance activity.~~

- A. ~~All land use and building permits for the site in question must be suspended until the applicant has an approved storm water pollution control plan.~~

3. ~~Permit Suspension and Revocation~~ If the storm water pollution control plan is not being implemented the city can suspend or revoke the permit authorizing the land disturbance activity.

208.07 — MODIFICATION OF PLAN

~~An approved storm water pollution control plan may be modified on submission of a written application for modification to the city, and after written approval by the city engineer. In reviewing such an application, the city engineer may require additional reports and data.~~

1. ~~Records Retention.~~ The city shall retain the written records of such modifications for at least three (3) years.

208.08 — FINANCIAL SECURITIES

~~The applicant shall provide a financial security for the performance of the work, in conjunction with a building permit or land alteration permit, described and delineated on the approved grading plan involving the storm water pollution control plan and any storm water and pollution control plan related remedial work in, at a rate of three thousand dollars (\$3,000) per acre for the maximum acreage of soil that will be simultaneously exposed to erosion during the project's construction. (See the definitions of "exposed soil area" and "final stabilization" for clarification.) This security must be available prior to commencing the project. The form of the security must be:~~

- A. ~~By cash security deposited to the city for thirty percent (30%) of the total financial security when less than five (5) acres of soil will be simultaneously exposed. When over five (5) acres of soil will be simultaneously exposed to erosion, then the cash security increases to the first five thousand dollars (\$5,000) or ten percent (10%) of the total financial security, whichever is greater.~~
- B. ~~The remainder of the financial security shall be placed either with the city, a responsible escrow agent, or trust company, at the option of the city, money, an irrevocable letter of credit, negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges that the funds are on deposit and guaranteed for payment. This security shall save the city free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement or storage of rock, sand, gravel, soil or other like material within the city. The type of security must be of a type acceptable to the city.~~
- C. ~~The city may request a greater financial security, if the city considers that the development site is especially prone to erosion, or the resource to be protected is especially valuable.~~

- D. ~~If more soil is simultaneously exposed to erosion than originally planned, the amount of the security shall increase in relation to this additional exposure.~~

1. ~~MAINTAINING THE FINANCIAL SECURITY~~

~~If at anytime during the course of the work this amount falls below 50% of the required deposit, the applicant shall make another deposit in the amount necessary to restore the deposit to the required amount within five (5) days. Otherwise the city may:~~

- A. ~~Withhold the scheduling of inspections and/or the issuance of a Certificate of Occupancy.~~
- B. ~~Revoke any permit issued by the city to the applicant for the site in question and any other of the applicant's sites within the city's jurisdiction.~~

2. ~~PROPORTIONAL REDUCTION OF THE FINANCIAL SECURITY~~

~~When more than one third of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by one third, if recommended in writing by the city engineer. When more than two thirds of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by two thirds of the initial amount, if recommended in writing by the city engineer.~~

3. ~~ACTION AGAINST THE FINANCIAL SECURITY~~

~~The city may act against the financial security, if any of the conditions listed below exist. The city shall use funds from this security to finance any corrective or remedial work undertaken by the city or a contractor under contract to the city and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.~~

- A. ~~The applicant ceases land disturbing activities and/or filling and abandons the work site prior to completion of the city approved grading plan.~~
- B. ~~The applicant fails to conform to any city approved grading plan and/or the storm water pollution control plan as approved by the city, or related supplementary instructions.~~
- C. ~~The techniques utilized under the storm water pollution control plan fail within one (1) year of installation.~~
- D. ~~The applicant fails to reimburse the city for corrective action taken under 208.09.~~
- E. ~~Emergency action under either 208.08.4 (below) or any part of 208.09.~~

4. ~~EMERGENCY ACTION~~

~~If circumstances exist such that noncompliance with this ordinance poses an immediate danger to the public health, safety and welfare, as determined by the city engineer, the city may take emergency preventative action. The city shall also take every reasonable action possible to contact and direct the applicant to take any necessary action. Any cost to the city may be recovered from the applicant's financial security.~~

~~5. RETURNING THE FINANCIAL SECURITY~~

~~Any unspent amount of the financial security deposited with the city for faithful performance of the storm water pollution control plan and any storm water and pollution control plan related remedial work must be released not more than one (1) full year after the completion of the installation of all such measures and the establishment of final stabilization.~~

~~208.09 — NOTIFICATION OF FAILURE OF THE STORM WATER POLLUTION CONTROL PLAN~~

~~The city shall notify the applicant, when the city is going to act on the financial securities part of this ordinance.~~

~~1. NOTIFICATION BY THE CITY~~

~~The initial contact will be to the party or parties listed on the application and/or the storm water pollution control plan as contacts. Except during an emergency action under 208.08.4, forty-eight (48) hours after notification by the city or seventy-two (72) hours after the failure of erosion control measures, whichever is less, the city at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties, the city has been unable to establish contact, the city may proceed with the corrective work.~~

- ~~A. There are conditions when time is of the essence in controlling erosion. During such a condition the city may take immediate action, and then notify the applicant as soon as possible.~~

~~2. EROSION OFF-SITE~~

~~If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right of entry from the adjoining property owner, and implement the cleanup and restoration plan within forty-eight (48) hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, shall more than seven (7) calendar days go by without corrective action being taken. If in the discretion of the city, the applicant does not repair the damage caused by the erosion, the city may do the remedial work required and charge the cost to the applicant.~~

~~3. EROSION INTO STREETS, WETLANDS OR WATER BODIES~~

~~If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, prevention strategies, cleanup and repair must be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.~~

~~4. FAILURE TO DO CORRECTIVE WORK~~

~~When an applicant fails to conform to any provision of 208.08 or 208.09 within the time stipulated, the city may take the following actions:~~

- ~~A. Withhold the scheduling of inspections and/or the issuance of a Certificate of Occupancy.~~
- ~~B. Suspend or revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.~~
- ~~C. Direct the correction of the deficiency by city forces or by a separate contract. The issuance of a permit for land disturbance activity constitutes a right of entry for the city or its contractor to enter upon the construction site for the purpose of correcting erosion control deficiencies.~~
- ~~D. All costs incurred by the city in correcting storm water pollution control deficiencies must be reimbursed by the applicant. If payment is not made within thirty (30) days after costs are incurred by the city, payment will be made from the applicant's financial securities as described in 208.08.~~
- ~~E. If there is an insufficient financial amount in the applicant's financial securities as described in 208.08, to cover the costs incurred by the city, then the city may assess the remaining amount against the property. As a condition of the permit for land disturbance activities, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minnesota Statute 429.081 to challenge the amount or validity of the assessment.~~

~~208.10 — VARIANCE~~

~~In any case where, upon application of the responsible person or persons, the city finds that by reason of exceptional circumstances, strict conformity with this ordinance would be unreasonable, impractical, or not feasible under the circumstances; the city in its discretion may grant a variance therefrom upon such conditions as it may prescribe for prevention, control, or abatement of pollution in harmony with the general purposes of this ordinance. The public shall be given the opportunity for comment.~~

- ~~1. Variance Request. The variance request must be in writing in a form acceptable to the city.~~

~~2. Variance Public Notice. The variance request shall be public noticed in the normal manner used for city council meeting items, to allow the public an opportunity for comment.~~

~~3. Variance Determination. After the public has been given the right to comment, the variance shall either be approved or disapproved by a vote of the city council.~~

~~4. Variance Response. The variance response must be in writing, and include the justification for either granting or denying the requested variance. A favorable response shall also include any special conditions imposed by the city.~~

~~5. Time Limit. If the variance is not acted upon within one (1) year of being granted, the variance shall become void.~~

~~6. Revocation. If any of the variance's conditions are violated, the city may revoke the variance.~~

~~208.11 — ENFORCEMENT~~

~~The city shall be responsible enforcing this ordinance.~~

~~1. Penalties. Any person, firm, or corporation failing to comply with or violating any of these regulations, shall be deemed guilty of a misdemeanor and be subject to a fine or imprisonment or both as defined in Chapter 901. All land use and building permits shall be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.~~

~~208.012 — RIGHT OF ENTRY AND INSPECTION~~

~~1. Powers. The applicant shall promptly allow the city and their authorized representatives, upon presentation of credentials to:~~

- ~~A. Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations, inspections or surveys.~~
- ~~B. Bring such equipment upon the permitted site as is necessary to conduct such surveys and investigations.~~
- ~~C. Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of this permitted site.~~
- ~~D. Inspect the storm water pollution control measures.~~
- ~~E. Sample and monitor any items or activities pertaining to storm water pollution control measures.~~

- F. ~~Any temporary or permanent obstruction to the safe and easy access of such an inspection shall be promptly removed upon the inspector's request. The cost of providing such access shall be born by the applicant.~~

~~208.13 — ABROGATION AND GREATER RESTRICTIONS~~

~~It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.~~

~~208.14 — SEVERABILITY~~

~~The provisions of this ordinance are severable, and if any provisions of this ordinance, or application of any provision of this ordinance to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this ordinance must not be affected thereby.~~

Section 18

That the Fridley City Code Chapter 224, Stormwater Illicit Discharge Detection and Elimination, be hereby amended as follows:

Fridley City Code

Chapter 224. Stormwater Illicit Discharge Detection and Elimination

224.01. Purpose of Chapter

~~The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of the City of Fridley through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the MS4 permit issued to the City of Fridley by the Minnesota Pollution Control Agency (MPCA) under the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this chapter are:~~

- ~~1. To regulate the contribution of pollutants to the MS4 by stormwater discharges by any user.~~
- ~~2. To prohibit illicit connections and discharges to the MS4.~~
- ~~3. To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.~~

224.02. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Best Management Practices or BMPs means practices approved by the City of Fridley to prevent or reduce the pollution of the Waters of the State, including schedules of activities, prohibitions of practices, and other management practices, and also includes treatment requirements, operating procedures and practices to control plant site runoff, spillage or leaks, sludge, or waste disposal or drainage from raw material storage.~~

~~City Manager means the City Manager as defined in the City of Fridley Charter, or the City Manager's designee.~~

~~Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.~~

~~Illicit discharge means any direct or indirect non-stormwater discharge to the storm drainage system, except as exempted in Section 224.08 of this chapter.~~

~~Illicit connection is defined as either of the following:~~

- ~~1. Any drain or conveyance, whether on the surface or subsurface that allows an illicit discharge to enter the storm drainage system including but not limited to sewage, process wastewater, wash water and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or~~
- ~~2. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.~~

~~Industrial activity means activities subject to NPDES Industrial Stormwater Permits as defined in 40 CFR, Section 122.26 (b)(14) titled Storm water discharge associated with industrial activity.~~

~~Municipal separate storm sewer system (MS4) means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Fridley and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.~~

~~National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by Minnesota Pollution Control Agency (MPCA) that authorizes the discharge of~~

~~pollutants to Waters of the State, whether the permit is applicable on an individual, group, or general area-wide basis.~~

~~Non-stormwater discharge means any discharge to the storm drainage system that is not composed entirely of stormwater.~~

~~Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.~~

~~Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.~~

~~Premises means any building, structure, facility, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.~~

~~Storm drainage system means publicly owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.~~

~~Stormwater (also storm water) means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.~~

~~Stormwater management plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.~~

~~Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a premises.~~

~~Watercourse means a ditch, stream, creek, or other defined channel intended for the conveyance of water runoff, groundwater discharge or similar hydraulic or hydrologic purpose.~~

~~Waters of the State means, "all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof" as currently defined~~

~~in Minnesota Statutes Section 115.01, Subdivision 22, and as may be further amended from time to time.~~

~~224.03 Applicability~~

~~This chapter shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted by the City of Fridley.~~

~~224.04 Responsibility for Administration~~

~~The City of Fridley shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the City of Fridley may be delegated in writing by the City Manager to persons or entities acting in the beneficial interest of or in the employ of the City.~~

~~224.05 Compatibility with other regulations~~

~~This chapter is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this chapter are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this chapter imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.~~

~~224.06 Severability~~

~~The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.~~

~~224.07 Ultimate Responsibility~~

~~The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore this chapter does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.~~

~~224.08 Discharge Prohibitions~~

~~Prohibition of illicit discharges. No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than stormwater. The commencement, conduct or continuance of any illicit discharge to the storm drainage system is prohibited except as described as follows:~~

~~Discharges from the following sources are exempt from discharge prohibitions established by this chapter: flows from riparian habitats and wetlands, diverted stream flows, rising groundwater, springs, uncontaminated groundwater infiltration, uncontaminated pumped groundwater, uncontaminated water from foundation or footing drains, crawl space pumps, air conditioning condensate, irrigation water, lawn watering discharge, individual residential car washing, water hydrant flushing or other water treatment or distribution system, discharges from potable water sources, and street wash water.~~

~~Discharge of swimming pools, crawl spaces, sump pumps, footing drains, and other sources that may be determined to contain sediment or other forms of pollutants may not be discharged directly to a gutter or storm sewer. This discharge must flow over a vegetated area to allow filtering of pollutants, evaporation of chemicals, and infiltration of water consistent with the stormwater requirements of the City of Fridley.~~

~~Discharges or flow from firefighting and other discharges specified in writing by the City of Fridley as being necessary to protect public health and safety.~~

~~Discharges associated with dye testing; however this activity requires a verbal notification to the City of Fridley prior to the start of any testing.~~

~~Discharges associated with the necessary use of snow and ice control materials on paved surfaces.~~

~~Any non-stormwater discharge permitted under and NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of Minnesota Pollution Control Agency (MPCA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.~~

~~2. Prohibition of illicit connections.~~

~~The construction, use, maintenance or continued existence of illicit connections to the storm drainage system is prohibited.~~

~~This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.~~

~~A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.~~

~~Connections in violation of this chapter must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the City of Fridley.~~

~~Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property at the owner's or occupant's sole expense upon receipt of written notice of violation from the City of Fridley requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the City of Fridley.~~

224.09 Watercourse Protection

~~Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, yard waste, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures at the owner's or lessee's sole expense within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.~~

224.10 Right of Entry

~~Provided the City of Fridley gives 24 hours advance notice, the City of Fridley shall be permitted to enter and inspect premises subject to regulation under this chapter as often as may be necessary when entrance is deemed by the City to be necessary to determine compliance with this chapter. However, in cases of emergency or ongoing discharge, the City of Fridley shall be given immediate access.~~

~~1. Unreasonable delay in allowing the City of Fridley access to a premises is a violation of this ordinance.~~

~~2. The City of Fridley may seek issuance of an administrative search warrant from any court of competent jurisdiction if it has been refused access to any part of the premises from which storm water is discharged, and 1) is able to demonstrate probable cause to believe that there may be a violation of this chapter, or 2) that there is a need to inspect and/or sample as part of a routine inspection and such sampling program is designed to verify compliance with this ordinance or any order issued hereunder, or 3) to protect the overall public health, safety, and welfare of the community.~~

~~224.11 Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices~~

~~The City of Fridley will adopt requirements identifying BMPs for any activity, operation, or premises which may cause or contribute to pollution or contamination of stormwater, the storm drainage system, or Waters of the State. The owner or operator of such activity, operation, or premises shall provide, at their owner's or operator's sole expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drainage system or watercourses through the use of these structural and nonstructural BMPs.~~

~~Further, any person responsible for a property or premises that is, or may be, the source of an illicit discharge, may be required to implement, at said person's sole expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed proof of compliance with the provisions of this section. These BMPs shall be part of a stormwater management plan (SWMP) as necessary for compliance with requirements of the NPDES permit.~~

224.12 Violations and Penalties

~~Any person violating any provision of this chapter is guilty of a misdemeanor and may be prosecuted for violations of this chapter. In addition to criminal prosecution for violations of this chapter, the City of Fridley may, in its discretion, invoke any of the following remedies for violations of this chapter:~~

- ~~1. Emergency cease and desist orders. When the City of Fridley finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or Waters of the State which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City of Fridley may issue an order to the violator directing it immediately to cease and desist all such violations.~~
- ~~2. Stop work orders. When the City of Fridley finds that construction activity has resulted in violations of any provision of this chapter or any order issued hereunder, or that the person's past violations are likely to recur, the City of Fridley may issue a stop work to the violator, directing the violator to stop work immediately and directing that no further work be performed until compliance with this chapter is demonstrated.~~
- ~~3. Written warnings. When the City of Fridley finds that a person has violated a prohibition or failed to meet a requirement of this chapter and the violation or failure to meet a requirement has no ongoing adverse impact to the MS4 or Waters of the State, it may issue a written warning to the violator, provided that it is the person's first violation or failure to meet a requirement, to obtain voluntary compliance with this chapter.~~

~~4. Notice of violation. Whenever the City of Fridley finds that a person has violated a prohibition or failed to meet a requirement of this chapter, it may order compliance by written notice of violation to the person. Such notice may require without limitation:~~

~~(a) The performance of monitoring, analysis, and reporting;~~

~~(b) The elimination of illicit connections or discharges;~~

~~(c) That violating discharges, practices, or operations shall cease and desist;~~

~~(d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;~~

~~(e) The implementation of source control or treatment BMPs. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator;~~

~~(f) The notice shall state that the determination of violation may be appealed by the use of the process described in this chapter.~~

~~(g) Any person receiving a notice of violation may appeal the determination of the City of Fridley. The notice of appeal must be received by the City Clerk within seven (7) calendar days from the date of the notice of violation. Hearing on the appeal before the City Manager shall take place within seven (7) calendar days from the date of receipt of the notice of appeal. The decision of the City Manager or shall be final.~~

~~(h) If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal within fifteen (15) days of the decision of the City Manager upholding the decision of the City of Fridley, then representatives of the City of Fridley may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.~~

~~5. Suspension due illicit discharge. The City of Fridley may suspend MS4 discharge access under the following circumstances:~~

~~(a) Suspension due to illicit discharge in emergency situations. The City of Fridley may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent~~

~~and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the State. If the violator fails to comply with a suspension order issued in an emergency, the City of Fridley may take such steps as it deems necessary to prevent or minimize damage to the MS4 or Waters of the State.~~

~~(b) Suspension due to detection of illicit discharge. Any person discharging to the MS4 in violation of this chapter may have its MS4 access suspended if such suspension would abate or reduce an illicit discharge. The City of Fridley will notify the violator of the proposed suspension of its MS4 access. The person may petition the City of Fridley for reconsideration and hearing. A person commits an offense if the violator reinstates MS4 access to premises suspended pursuant to this chapter, without the prior approval of the City of Fridley.~~

~~6. Violations deemed a public nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance.~~

~~224.13 Cost of Abatement~~

~~Within thirty (30) days after abatement of a violation of this chapter, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within thirty (30) days, or other term approved by the City Manager, the City of Fridley may levy the charges as a special assessment against the property pursuant to Chapter 429 of Minnesota Statutes, including Minnesota Statutes § 429.101. The assessments shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this chapter shall become liable to the City by reason of such violation.~~

~~224.14 Remedies Not Exclusive~~

~~The remedies listed in this chapter are not exclusive of any other remedies, including but not limited to civil action to enjoin or otherwise compel the cessation of any violation of this chapter, available under any applicable federal, state or local law, and it is within the discretion of the City of Fridley to seek cumulative remedies. The City of Fridley may recover all attorneys' fees, court costs and other expenses associated with enforcement of this chapter, including sampling and monitoring expenses.~~

Section 19

That the Fridley City Code Chapter 115, Swimming Pools, be hereby amended as follows:

Fridley City Code Chapter 115. Swimming Pools

115.01 Definitions

The following definitions shall apply in the interpretation and application of this Chapter and the following words and terms whenever they occur in this Chapter are defined as follows:

1. — Health Department, Health Officer or State Board of Health.

~~The City, when used in this Chapter and in the requirements adopted by reference.~~

~~2. Inlatable Swimming Pool Enclosure.~~

~~Any temporary structure whose primary means of support is air pressure.~~

~~3. Person.~~

~~Any individual, natural person, firm, association, organization, partnership, business institution, agency, or any Federal, State or local government agency or instrumentality or other entity recognized by law, as the subject of rights and duties, and shall include, but not be limited to, employees, licensees, tenants, caretakers, lessees, managers and operators of swimming pools.~~

~~4. Private Residential Pool.~~

~~Any swimming pool located on private property under the control of the homeowner, permanent or portable, the use of which is limited to swimming or bathing by the resident family or their invited guests and having a depth of more than two feet (24 inches) at any point and a surface area exceeding 250 square feet and a volume over 3,250 gallons.~~

~~5. Public Swimming Pool.~~

~~Any swimming pool, other than a private residential pool, intended to be used collectively by numbers of persons for swimming and bathing and operated by any persons whether they be owner, lessee, operator, licensee, or concessionaire, regardless of whether or not a fee is charged for such use.~~

~~6. Special Purpose Pool.~~

~~Any swimming pool used as a treatment pool, therapeutic pool, or a special pool for water therapy.~~

~~7. Swimming Pool.~~

~~Any structure, basin, chamber, or tank containing an artificial body of water for swimming, diving, relaxation or recreational bathing.~~

~~8. Wading Pool.~~

~~Any swimming pool used or designed to be used exclusively for wading or bathing and having a maximum depth of two feet (24 inches).~~

~~115.02 GENERAL REQUIREMENTS~~

~~1. — Plan and Building Permits.~~

~~No person shall construct, enlarge, repair, move, convert, or alter any swimming pool without first submitting and obtaining approval and appropriate permits from the City. No building permits shall be issued unless prior approval from the City has been granted in writing~~

~~2. — Plumbing, Electrical, and Mechanical.~~

~~All plumbing, electrical and mechanical installations and equipment shall meet the requirements of the Fridley City Code.~~

~~3. — Special Use Permit Required.~~

~~Inflatable swimming pool enclosures shall require a special use permit prior to their installation as outlined in Chapter 205 of the City Code.~~

~~4. — Location.~~

~~All swimming pools must be located a minimum of ten (10) feet horizontal distance from any overhead electrical wires.~~

~~5. — Fencing.~~

~~Fencing, or other effective means including, but not limited to, walls or buildings, acceptable to the City, shall be provided to positively control access to public and private residential swimming pools.~~

~~Fencing shall meet the following criteria:~~

~~A. The fencing shall prevent the entrance of children and be without hand or foot holds that would enable a person to climb over it.~~

~~B. The fencing shall be at least six (6) feet high and entrances shall be equipped with self-closing and self-latching gates capable of being locked.~~

~~C. Self-closing or self-latching devices shall be placed at the top of the gate or otherwise inaccessible to small children.~~

~~D. The opening between the bottom of the fence and the ground or other surface shall be not more than four (4) inches.~~

~~6. — Equipment Standards.~~

~~All new equipment purchased or installed on any swimming pool shall comply with the following applicable standards of the National Sanitation Foundation:~~

- A. ~~Standard No. 9 – Diatomite Type Filters for Swimming Pool Equipment, October, 1966.~~
- B. ~~Standard No. 10 – Sand Type Filters for Swimming Pool Equipment, October, 1966.~~
- C. ~~Standard No. 11 – Recessed Automatic Surface Skimmers, October, 1965.~~
- D. ~~Standard No. 17 – Centrifugal Pumps for Swimming Pools, January, 1966.~~
- E. ~~Standard No. 19 – Adjustable Output Rate Chemical Feeding Equipment for Swimming Pools, October, 1966.~~
- F. ~~Standard No. 22 – Swimming Pool Water Treatment Chemicals and/or Processes, May, 1968.~~
- G. ~~Standard No. 27 Multiport Valves for Swimming Pools, May, 1969.~~
- H. ~~Standard No. 28 Cartridge Type Filters for Swimming Pools, February, 1971.~~
- I. ~~Standard No. 38 Test Kits for Swimming Pools, November, 1970.~~

~~Equipment not covered by the above National Sanitation Foundation Standards shall not be installed or used before it has been approved by the City.~~

~~7. — Inspection.~~

~~The City shall be permitted access to all swimming pools for purposes of inspection of the pool and equipment at reasonable times and as often as deemed necessary to ensure compliance with this Chapter. Access to private pools shall be with the homeowner's permission or due process of law.~~

~~8. — Interference.~~

~~No person shall interfere with or hinder the City in the performance of its duties under the provisions of this Chapter or the laws of the State of Minnesota.~~

~~115.03 – REQUIREMENTS FOR PUBLIC POOLS~~

~~1. — License Required.~~

~~No person shall own, operate, maintain, lease or be responsible for any public swimming pool located within the City unless a license therefore has been obtained from the City pursuant to this Chapter.~~

~~2. — Application.~~

~~The application for a swimming pool license shall be on forms furnished by the City and shall include such information as the City shall require. Such application for the issuance of such license, maintenance, termination and administration shall be in accordance with and subject to all conditions of this Code relative to general requirements for licensing as well as for the requirements of this Chapter. The City may deny the application for a license which fails to fully comply with these requirements.~~

~~3. Fees and Exemptions~~

~~The annual license fee and expiration date shall be provided in Chapter 11 of this Code. Persons owning, operating or maintaining schools, governmental subdivisions, churches, convents, rectories, parsonages or religious community centers shall be required to obtain a license but without payment of a license fee.~~

~~4. Revocation.~~

~~The City Council may revoke any license issued pursuant to this Chapter as provided in Chapter 11 of this Code or for any violation of any provision of this Chapter.~~

~~5. State Health Department Regulations Adopted.~~

~~Regulations of the Minnesota Health Department (MHD) 115 of the Minnesota State Board of Health, relating to "public swimming pools" including, all subsequent amendments thereto, are hereby adopted by reference and made, a part of the Fridley City Code, subject to the following addition and deletions:~~

~~A. MHD 115 (g) shall be amended by the addition of "Section 6, A life line with sufficient floats shall be provided at the break in grade between the shallow and deep portions of the swimming pool".~~

~~B. The following portions of the Minnesota Regulations, MHD 115, 1971, relating to public swimming pools are deleted from this Chapter and shall have no effect in the City of Fridley.~~

~~(1) All of Section (b), Page 3.~~

~~(2) All of Section (d), (3), Page 4.~~

~~(3) All of Section (i), (2), (gg), Page 6.~~

~~(4) All of Section (v), Page 17.~~

~~115.04 REQUIREMENTS FOR PRIVATE POOLS~~

1. ~~———— American Public Health Assn. Suggested Regulations Adopted.~~

The suggested Regulations for the Design and Construction of Private Residential Swimming Pools, 1970, prepared by the American Public Health Association 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, subject to the following deletions:

A. ~~———— All of Section 1.2.1, Page 6.~~

B. ~~———— All of Section 6.2, Page 9.~~

C. ~~———— All of Section 7.1, Page 9.~~

D. ~~———— All of Section 14.1, Page 18.~~

E. ~~———— All of Section 17.1, Page 19.~~

F. ~~———— All of Section 19.2, Page 20.~~

2. ~~———— Decking Requirements.~~

A deck at least 3 feet wide, measured from the pool water's edge, shall be provided which extends completely around all private residential pools. Above ground private residential pools may be provided with decking of a minimum size of 4 feet by 4 feet at pool entry points and provided that such decking has the approval of the City. The deck shall be sloped away from the pool to drain at a grade of 1/4 to 3/8 inch per lineal foot and shall have a non-slip surface. (Ref. Ord. 631)

3. ~~———— Additional Inlet and Outlet Requirements.~~

All private residential pools with a depth greater than seven (7) feet at any point shall be provided with an outlet at the deepest point to permit the pool to be completely and easily emptied. Openings shall be covered by a proper grating which is securely fastened and which can not be readily removed by bathers. Outlet openings of the floor of the pool shall be at least four times the area of discharge pipe or shall provide sufficient area so the maximum velocity of the water passing through the grate openings shall not exceed one and one-half feet per second. The maximum width of grate openings shall be one-half inch. An antivortex type of drain may be used in lieu of gratings. Any pool newly constructed after May 1, 1976 which has a depth of less than seven (7) feet and which does not have an outlet to permit the pool to be easily and completely emptied shall be provided with a means of draining the pool such as pumping, drain opening or other means acceptable to the City.

115.05. ~~PENALTIES~~

Any violation of this Chapter is a misdemeanor and is subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code.

Section 21

That the Fridley City Code Chapter 209, Fees, be hereby amended as follows:

Fridley City Code Chapter 209 Fees

209.01 Purpose

The fees for licenses, permits and municipal services offered by the City of Fridley (City) are established in this Chapter. References in other chapters or sections of the Fridley City Code (Code) to any fee means the fees specified in this Chapter.

209.02 Conflicts

If fees are specified in other parts of the Code for a particular license, fee, or service, but not in this Chapter, then the fees specified elsewhere in the Code ~~shall be~~ are effective for the stated license, permit, or service. If there are amounts specified in this Chapter for a particular license, permit, or service, as well as other chapters of the Code, then the amounts appearing in this Chapter supersede the others.

209.03 Definitions

Administrative Citation: A notice, issued by a Public Official, that a person or property is in violation of or has violated the Code.

Business: A trade or profession that engages in the bartering, selling, purchasing or exchanging of goods, services, or materials with or without compensation.

Penalty: A monetary fine imposed by the City upon a violation of the Code.

Fee: The charge by the City for or in connection with any license, permit, service(s), or function rendered. The fee ~~shall~~ will be based on costs incurred by the City to provide a license, permit, or service. Fees are charged for the reviewing, investigating, and administering an application for an amendment to an official control or an application for a permit or other approval required under an official control, or any other costs established and authorized pursuant to Minnesota Statute (M.S.) Chapter 462. Any other fee the City, as authorized by state law to impose, ~~shall~~ will be set forth in a rate/fee schedule duly adopted by the Fridley City Council (Council).

Renewal: Where a license or permit holder makes application to extend for a further period a license or permit and pays the required fee to the City.

209.04 License or Permit Application

Unless otherwise provided in this Code, application for any license or permit required by this Code ~~shall must~~ be made with the City Manager or their designee. The applicant ~~shall must~~ provide such information as required by the City or any licensing or permit provision of this Code. In the event of the sale of the licensed business or death of the licensee, unless otherwise specified in the Code, the business ~~shall will~~ be allowed to continue to operate as long as the new application is submitted to the City Manager or their designee within 30 days. In the event an application is not received within 30 days, the business license ~~shall expire~~expires.

209.05 Processing Time

The minimum length of time required for the processing of any application ~~shall will~~ be determined by the City Manager or their designee who ~~shall must~~ inform any applicant of the appropriate time requirements.

209.06 Term

The license begins May 1 of any year through April 30 of the following year, inclusive, unless otherwise provided in this Code.

209.07 License Approval and Issuance

Unless otherwise provided in this Code, the approval and issuance of the license ~~shall may~~ not require City Council (Council) consideration and ~~shall will~~ be issued administratively by the City Manager or their designee if the applicant has met all of the conditions and requirements of the license. A list of issued licenses ~~shall must~~ be provided to the Council for its information.

209.08 Renewal

No license or permit is automatically renewed by the City. Applications for renewal ~~shall must~~ be submitted to the City Manager or their designee prior to the expiration date for Council approval.

209.09 Proration and Refunds

No license or permit fee ~~shall will~~ be prorated or refunded except as expressly provided by Section 209.12 of this Chapter or any other licensing or permit provision of this Code.

209.10 Revocation

Any violation of the terms of this Chapter or any other licensing or permit provision of this Code ~~shall be is~~ grounds for suspension and/or revocation of the license or permit by the Council. Licenses and permits ~~shall may~~ be revoked only for cause and upon adequate notice and the opportunity to be heard.

209.11 Display

Any person to whom a license or permit is issued pursuant to this Code ~~shall be~~ required to display such license or permit or to make said license or permit available for review upon request. This provision ~~shall be~~ subordinate to any other provision of this Code which expressly requires that said license or permit ~~shall must~~ be displayed or posted.

209.12 Fees

1. Administrative Fees

Code	Subject	Fee
203	Administrative Hearing	\$200
608	Lodging Tax	3% of rent charged
304	Seizure fee for motor vehicles – Each vehicle – Each vehicle when vehicle owner or lien holder refuses to repossess their own vehicle	\$200 assessed \$400 assessed
304	Storage fee for seized motor vehicles	\$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 <u>may</u> not exceed \$500 or 50% of the value of the motor vehicle as determined by competent authority, whichever is less.
	Text Amendment to the City Code Application	\$1,500

2. Building and Inspection Fees

(a) Building Permit Fees

Code	Subject	Fee
206500. <u>501</u>	Valuation \$1 to \$500	\$23.50
206500. <u>501</u>	Valuation \$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100 or fraction thereof, to and including \$2,000

206500, <u>501</u>	Valuation \$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$100 or fraction thereof, to and including \$25,000
206500, <u>501</u>	Valuation \$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000 or fraction thereof, to and including \$50,000
206500, <u>501</u>	Valuation \$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7 for each additional \$1,000 or fraction thereof, to and including \$100,000
206500, <u>501</u>	Valuation \$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000 or fraction thereof, to and including \$500,000
206500, <u>501</u>	Valuation \$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
206500, <u>501</u>	Valuation \$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000 or fraction thereof
206500, <u>501</u>	Inspections outside of normal business hours (minimum charge – two hours)	\$50 per hour
206500, <u>501</u>	Re-inspection fees assessed under provisions of Section 108	\$50 per hour
206500, <u>501</u>	Inspections for which no fee is specifically indicated (minimum charge one-half hour)	\$50 per hour
206500, <u>501</u>	Additional plan review required by changes, additions or revisions to approved plans (minimum charge one-half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include includes supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.	\$50 per hour
206500, <u>501</u>	For use of outside consultants for plan checking and inspections, or both	Actual costs which include administrative and overhead costs
206500, <u>501</u>	Residential Mobile <u>Manufactured Home</u> Installation	\$100

206500 501	Surcharge on Residential Building Permits	A surcharge of \$5 shall <u>will</u> be added to the permit fee charged for each residential building permit that requires a State licensed residential contract
500	Certificate of Occupancy	\$35
115	Swimming Pools, Public — Per outdoor pool — Per indoor pool	\$250 \$350 + 25% of base per added pool enclosed area

(b) Electrical Permit Fees

Code	Subject	Fee
Residential, Commercial, Multi-Family		
206500	0 to 400 Amp Power Source	\$50 each
206500	401 to 800 Amp Power Source	\$100 each
206500	Over 800 Amp Power Source	\$150 each
206500	0 to 200 Amp Circuit or Feeder	\$9 each
206500	Over 200 Amp Circuit or Feeder	\$30 each
Over 200 Volts		
206500	0 to 400 Amp Power Source	\$100 each
206500	401 to 800 Amp Power Source	\$200 each
206500	Over 800 Amp Power Source	\$300 each
206500	0 to 200 Amp Circuit or Feeder	\$18 each
206500	Over 200 Amp Circuit or Feeder	\$60 each
206500	Panel Changes (reconnect existing circuit or feeder for panelboard replacement)	\$100 each
206500	New 1 and 2 Family Homes up to 25 Circuits, 3 Trips	\$200 each
206500	New Multi-Family Dwelling unit (with up to 20 circuits and feeders per unit)	\$100 per dwelling unit
206500	New Multi-Family Dwelling Unit (additional circuits over 20 per unit)	\$9 per feeder or circuit
206500	Existing Multi-Family Dwelling Unit (up to 10 feeders or circuits are installed or extended)	\$100 per unit
206500	Existing Multi-Family Dwelling Unit (where less than 10 feeders or circuits are installed or extended)	\$9 per feeder or circuit
206500	Additional circuits over 25 per unit	\$9 each
206500	Circuits extended or modified	\$9 each
206500	Retrofitting of existing lighting fixtures	\$1 each
206500	Manufactured Home Park Lot Supply + Circuits	\$55 per pedestal
206500	Separate Bonding Inspection	\$40
206500	Pools plus circuits	\$110

206500	Inspection of concrete encased grounding electrode	\$55
206500	Technology circuits and circuits less than 50 volts	\$1 per device
206500	Traffic Signals, Street, Parking and Outdoor Lighting Standards	\$5 each
206500	Transformers for light, heat and power (0 to 10 KVA)	20 each
206500	Transformers for light, heat and power (more than 10 KVA)	\$50 each
206500	Transformers for electronic power supplies and outline lighting	\$5.50 each
206500	Additional Inspection trip(s), re-inspections	\$55 each
Minnesota Solar PV System Electrical Inspection Fee Chart		
206500	0 – 5,000 watts (5 kw)	\$90
206500	5,001 – 10,000 watts (5 kw – 10 kw)	\$150
206500	10,001 – 20,000 watts (10 kw – 20 kw)	\$225
206500	20,001 – 30,000 watts (20 kw – 30 kw)	\$300
206500	30,001 – 40,000 watts (30 kw – 40 kw)	\$375
206500	40,001 and larger watts (40 kw)	\$375
	– Each additional 10,000 watts	\$25
206500	Plan review fee	\$80 per hour

(c) Mechanical Permit Fees

Code	Subject	Fee
206500	Residential minimum fee	\$15 or 5% of cost of improvement, whichever is greater
206500	Furnace	\$35
206500	Gas Range	\$10
206500	Gas Piping	\$10
206500	Air Conditioning	\$25
206500	Other	1% of value of appliance
206500	Commercial minimum fee	\$35
206500	All work	1.25% of value of appliance
206500	Inspections outside of normal business hours (minimum charge two hours)	\$50 per hour
206500	Re-inspection fees assessed under provisions of Chapter 108 of the Code	\$50 per hour
206500	Inspections for which no fee is specifically indicated (minimum charge one-half hour)	\$50 per hour
206500	Additional plan review required by changes, additions or	\$50 per hour

	revisions to approved plans (minimum charge one-half hour). Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include <u>includes</u> supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	
<u>206500</u>	For use of outside consultants for plan checking and inspections, or both	Actual cost including administrative and overhead costs

(d) Moving of Dwelling or Building Fees

Code	Subject	Fee
<u>206500</u>	For Principal Building into City	\$300
<u>206500</u>	For Accessory Building into City	\$42
<u>206500</u>	For moving any building out of City	\$20
<u>206500</u>	For moving through or within the City	\$20

(e) Plumbing Permit Fees

Code	Subject	Fee
<u>206500</u>	Minimum Fee	\$15 or 5% of cost of improvement, whichever is greater
<u>206500</u>	Each fixture	\$10
<u>206500</u>	Old opening, new fixture	\$10
<u>206500</u>	Beer Dispenser	\$10
<u>206500</u>	Blow Off Basin	\$10
<u>206500</u>	Catch Basin	\$10
<u>206500</u>	Rainwater Leader	\$10
<u>206500</u>	Sump or Receiving Tank	\$10
<u>206500</u>	Water Treating Appliance	\$35
<u>206500</u>	Water Heater Electric	\$35
<u>206500</u>	Water Heater Gas	\$35
<u>206500</u>	Backflow Preventer	\$15
<u>206500</u>	Other	Commercial 1.25% of value of fixture or appliance

<u>206500</u>	Inspections outside of normal business hours (minimum charge two hours)	\$50 per hour
<u>206500</u>	Re-inspection fee	\$50 per hour
<u>206500</u>	Inspections for which no fee is specifically indicated (minimum charge one-half hour)	\$50 per hour
<u>206500</u>	Additional plan review required by changes, additions or revisions to approved plans (minimum charge one-half hour) or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall <u>include</u> <u>includes</u> supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.	\$50 per hour
<u>206500</u>	Use of outside consultants for plan checking and inspections, or both	Actual cost including administrative and overhead costs

(f) Pollution Monitoring Registration Fees

Code	Fee
<u>206500</u>	Each pollution monitoring location shall <u>must</u> require a site map, description and length of monitoring time requested. Pollution monitoring location shall <u>will</u> mean each individual tax parcel. There shall <u>must</u> be an initial application and plan check fee of \$25.
<u>206500</u>	The applicant for a Pollution Control Registration shall <u>must</u> provide the City with a hold harmless statement for any damages or claims made to the City regarding location, construction, or contaminates.
<u>206500</u>	An initial registration fee of \$50 is due and payable to the City of Fridley at or before commencement of the installation.
<u>206500</u>	An annual renewal registration fee of \$50 and annual monitoring activity reports for all individual locations must be made on or before September 1 of each year. If renewal is not filed on or before October 1 of each year the applicant must pay double the fee.
<u>206500</u>	A final pollution monitoring activity report must be submitted to the City within 30 days of termination of monitoring activity.

(g) Wrecking Permit Fees

Code	Fee
206500	For any permit for the wrecking of any building or portion thereof, the fee charged for each such building included in such permit shall <u>must</u> be based on the cubical contents thereof and shall <u>will</u> be at the rate of \$1.25 for each 1,000 cubic feet or fraction thereof.
206500	For structures which would be impractical to cube, the wrecking permit fee shall be <u>is</u> based on the total cost of wrecking such structure at the rate of \$6 for each \$500 or fraction thereof.
206500	In no case shall <u>may</u> the fee charged for any wrecking permit be less than \$20.

3. Engineering Fees

(a) Rights-of-Way Fees

Code	Subject	Fee
407	Rights-of-Way	
	– Registration	\$50
	– User Fee (residential, commercial or industrial)	\$50
	– Excavation Permit	\$350
	– Obstruction Permit	\$50
	– Small Wireless Facility Permit	\$150
	– Permit Extension Fee	\$20
	– Delay Penalty	\$125 week
	– Mapping Fee	\$50 if data is not in City format and City GIS compatible
	– Degradation Fee	Restoration cost per square foot for the area to be restored

(b) Land Alterations, Excavating, or Grading Fees Including Conservation Plan Implementation Fees

Code	Subject	Fee
206500	50 cubic yards or less	\$40
206500	51 to 100 cubic yards	\$47.50
206500	101 to 1,000 cubic yards	\$47.50 for the first 100 cubic yards plus \$10.50 for each additional 100 cubic yards or fraction thereof
206500	1,001 to 10,000 cubic yards	\$167 for the first 1,000 cubic yards plus \$9 for each additional 1,000 cubic yards or fraction thereof

<u>206500</u>	10,001 to 100,000 cubic yards	\$273 for the first 10,000 cubic yards plus \$40.50 for each additional 10,000 cubic yards or fraction thereof
<u>206500</u>	100,001 cubic yards or more	\$662.50 for the first 100,000 cubic yards plus \$22.50 for each additional 100,000 cubic yards or fraction thereof

(c) Land Alteration Plan Checking Fees

Code	Subject	Fee
<u>206500</u>	50 cubic yards or less	No fee
<u>206500</u>	51 to 100 cubic yards	\$23.50
<u>206500</u>	101 to 1,000 cubic yards	\$37
<u>206500</u>	1,001 to 10,000 cubic yards	\$49.25
<u>206500</u>	10,001 to 100,000 cubic yards	\$49.25 for the first 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof
<u>206500</u>	100,001 to 200,000 cubic yards	\$269.75 for the first 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof
<u>206500</u>	200,001 cubic yards or more	\$402.25 for the first 200,000 cubic yards plus \$7.25 for each additional 10,000 cubic yards or fraction thereof

(d) Water and Sewer Fees

Code	Subject	Fee
205.30	Automatic Meter Reading Device Permit	\$25 per stationary device
<u>206500</u>	Hydrant Rental Agreement Service Charge (for use of hydrant only City does not supply hose)	\$50
<u>206500</u>	Water Usage Metered Minimum	\$1.30/1,000 gallons used \$20
<u>206500</u>	Tanker	\$20 per fill
<u>206500</u>	Water Taps	See Engineering
<u>206500</u>	Permanent Street Patch – First 5 square yards – Over 5 square yards	\$300 \$30 per square yard
<u>206500</u>	Temporary Street Patch (November 1 through May 1) – First 5 square yards – Over 5 square yards	\$400

		\$40 per square yard plus cost of permanent street patch
<u>206500</u>	Water Meter Repair – Weekend and Holidays	\$125
<u>206500</u>	Water Connections Permit	\$50
<u>206500</u>	Sewer Connections Permit	\$50
<u>206500</u>	Inspection Fee for Water/Sewer Line Repair	\$40

4. Fire Division Fees

(a) Fire Division Fees Found in Code

Code	Subject	Fee
301	False Alarms	\$150 for the third false alarm in 365 days. \$25 will be added for each subsequent false alarm (e.g., fourth false alarm will be \$175, fifth false alarm will be \$200, etc.).
316	Fire Division Plan Review Fee	65% of the Fire Permit Fee
316	Fire Division User Surcharges – Engine Crew of Four – Ladder Truck Crew of Four – Grass Truck Crew of Four – Rescue Truck Crew of Two – One Fire Crew – One Fire Officer	\$400 per hour \$500 per hour \$150 per hour \$100 per hour Current Hourly Wage Current Hourly Wage
316	Fire and Life Safety Inspection of Commercial and Rental Dwellings – Initial inspection – Compliance check – Every subsequent compliance reinspection for • Single occupancy • Two or more occupancy	\$0 \$0 \$100 \$300

(b) Fire Division Fees Directed by the Minnesota State Fire Code (MSFC)

MSFC Section	Type of Activity	Stipulations	Fee
105.7.1	Automatic Fire Extinguishing Systems		See Below

	1. Kitchen Hood Extinguishing Systems 2. Fire Sprinkler Systems 3. Other Special Extinguishing Systems	Inspection and testing Inspection and testing Inspection and testing	
105.7.4	Compressed Gasses and Systems Install, repair damage to, abandon, remove, place temporarily out of service, close or substantially modify systems	Final inspection required per MSFC	\$ 235
105.7.7	Fire Alarm, Detection and Related Alarm or Detection Equipment Install or modify new and existing systems	Final inspection and testing required	See Below
105.7.8	Fire Pumps and Related Equipment Install or modify fire pumps, related fuel tanks, jockey pumps, controllers and generators	Final inspection and testing required	See Below
105.7.9	Flammable and Combustible Liquids 1. Install or modify a pipeline 2. Install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel dispensing stations, refineries, distilleries and similar activities where flammable or combustible liquids are produced, processed, transported, stored, dispensed or used 3. Install, alter, remove, abandon, place temporarily out of service or otherwise dispose of a flammable or combustible liquid tank	Final inspection requirements as defined by 2020 MSFC requirements. UGST or AGST storage tank removal must be witnessed by Fire Marshal.	\$150 \$150 \$200
105.7.13	Hazardous Materials Install, repair damage to, abandon, remove, place temporarily out of service, close or substantially modify a storage	Final inspection required when hazardous materials in use or storage exceed amounts shown in the MSFC Table	\$ 200

	facility or other area regulated by MSFC Chapter 27		
105.7.15	Industrial Ovens Installation of industrial ovens regulated by MSFC Chapter 21	Final inspection required per MSFC	\$ 165
105.7.16	LP Gas Installation of or modification to an LP Gas system	Final inspection required per MSFC and National Fire Protection Association Chapter 58	\$ 200
105.7.9	Private Fire Hydrants Installation of or modification of private fire hydrants	Final inspection and testing	\$ 145
105.7.23	Spraying or Dipping Install or modify a spray room, dip tank or booth	Final inspection required per MSFC	\$ 200
105.7.24	Standpipe System Installation, modification, or removal from service of a standpipe system	Final inspection and testing	See Below
105.7.25	Temporary Membrane Structures, Tents and Canopies To construct an air-supported temporary membrane structure, tent ($= > 200 \text{ ft}^2$) or canopy ($= > 400 \text{ ft}^2$).	Final inspection required per MSFC	\$ 145

(c) Fire Division Fees for Fire Sprinkler, Fire Extinguishing Systems, Fire Alarm Systems or Standpipe Systems

Fees for Automatic Fire Extinguishing Systems, Fire Alarm, Detection and related equipment, Fire Pumps or related equipment, and Standpipe Systems (MSFC 105) are calculated on project valuation from the 1997 UBC Permit Fee Schedule as shown below, plus the State of Minnesota Surcharge Fee on sprinkler permits:

Total Valuation	Fee
\$ 1 to \$ 500	\$23.50
\$ 501 to \$ 2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000
\$ 2001 to \$ 25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000

\$ 25,001 to \$ 50,000	\$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$ 50,001 to \$ 100,000	\$643.75 for the first \$50,000 plus \$ 7 for each additional \$1,000, or fraction thereof, to and including \$ 100,000
\$ 100,001 to \$ 500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$ 500,000
\$ 500,001 to \$ 1,000,000	\$3233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$ 1,000,000
\$ 1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof

(d) Fire Division Fees for Permitted Business Operations

MSCF Section	Description	Fee
105.6.1	Aerosol products	\$145
105.6.2	Amusement buildings	\$75
105.6.3	Aviation facilities	\$120
105.6.4	Carnivals and fairs	\$200
105.6.5	Battery and energy systems	\$95
105.6.6	Cellulose nitrate film	\$95
105.6.7	Combustible dust-producing ops	\$200
105.6.8	Combustible fibers	\$145
105.6.9	Compressed gases	\$150
105.6.10	Covered mall buildings	\$95
105.6.11	Cryogenic fluids	\$95
105.6.12	Cutting and welding	\$95
105.6.13	Dry cleaning plants	\$145
105.6.14	Exhibits and trade shows	\$200
105.6.15	Explosives	\$200
105.6.16	Fire hydrants and valves	\$75
105.6.17	Flammable and combustible liquids	\$200
105.6.18	Floor finishing	\$95
105.6.19	Fruit and crop ripening	\$120
105.6.20	Fumigation and thermal insecticide fog	\$95

105.6.21	Hazardous materials	\$145
105.6.22	Hazardous Production Materials Facility	\$145
105.6.23	High piled storage	\$200
105.6.24	Hot work operations	\$95
105.6.25	Industrial ovens	\$145
105.6.26	Lumber yards and woodworking plants	\$200
105.6.27	Liquid or gas fueled vehicle/equipment in Group A	\$95
105.6.28	LP Gas	\$95
150.6.29	Magnesium	\$95
105.6.30	Miscellaneous combustible storage	\$145
105.6.31	Open burning	\$95
105.6.32	Open flames and candles	\$95
105.6.33	Organic coatings	\$145
105.6.34	Places of assembly	\$135
105.6.35	Private fire hydrants	\$75
105.6.36	Pyrotechnic special effects material	\$95
105.6.37	Pyroxylin plastic	\$145
105.6.38	Refrigeration equipment	\$95
105.6.39	Repair garages or service stations	\$120
105.6.40	Rooftop heliports	\$95
105.6.41	Spraying or dipping	\$145
105.6.42	Storage of scrap tires/tire byproducts	\$120
105.6.43	Temporary tents and canopies	\$95
105.6.44	Tire rebuilding plants	\$145
105.6.45	Waste handling	\$200
105.6.46	Wood products	\$165

5. Licensing Fees

Code	Subject	Fee
308	Adult Entertainment Establishment	\$400
	– Investigation Fee	\$400
17	Auction	
	– Weekly permit	\$30
	– Annual permit	\$150
300	Beekeeping	
	– Initial fee	\$100
	– Annual renewal fee	\$25
27	Billiards	
	– First table	\$40
	– Each additional table	\$10
15	Bowling Alleys	

	– Annual license – Per lane	\$40 \$10
28	Carnivals – Application fee – Each day – Required cash deposit or bond	\$75 \$75 \$3,000
21	Christmas Tree Lots – Annual license fee – Deposit	\$200 \$100
300	Dogs – Lifetime license – Duplicate license – Impound fee – Annual Dangerous Dog license – Potentially Dangerous Dog license	\$25 \$5 \$25 \$500 \$500
702	Drive-in Theaters	\$400
607	Entertainment	\$85
32	Food Establishment – Business License	\$45
32	Food Temporary – Business License	\$30
25	Golf Course, Driving Range	\$30
319	Haulers Mixed Municipal Solid Waste License (Garbage Truck), Yard Waste License, Organics License, Recycling License	\$100 for first truck and \$40 each additional truck
310	Hemp THC Product – Annual License – Investigation Fee, Individual – Investigation Fee, Corporation/Partnership – Administrative Penalty for individuals, first violation – Administrative Penalty for individuals, second violation within 12 months – Administrative Penalty for individuals, third violation within 12 months – Administrative Penalty for licensee, first violation - Administrative Penalty for licensee, second violation within 36 months	\$1,500 \$200 \$400 \$250 \$500 \$750 \$500 \$1,000
24	Junk Yards	\$350
609	Liquor, Caterer	

	– Annual Caterer Registration – Event Notification Permit (per event)	\$100 \$25
604	Liquor, Consumption and Display – Annual State permit – One-day City permit	\$300 \$25
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) 0-3,000 square feet (b) 3,001-6,000 square feet (c) Over 6,000 square feet – With entertainment or dancing (a) 0-3,000 square feet (b) 3,001-6,000 square feet (c) Over 6,000 square feet	\$6,000 \$7,000 \$8,000 \$7,000 \$8,000 \$9,000
603	Liquor, On-Sale Intoxicating Initial Investigative Fee – Individual – Corporation or partnership	\$200 \$400
603	Liquor, On-Sale Sunday	\$200
603	Liquor, On-Sale Intoxicating Temporary one day only	\$25
602	– Liquor, 3.2% Malt Liquor Off-Sale – On-Sale – Holiday Endorsement	\$60 \$325 \$100
602	Liquor, 3.2% Malt Liquor, Initial Investigative Fee – Individual – Corporation or partnership	\$90 \$180
602	Liquor, 3.2% Malt Liquor Temporary	\$60

603	Liquor, Wine	\$1,000
603	Liquor, Wine Investigative Initial Fee – Individual – Corporation or partnership	\$200 \$400
605	Liquor, Bottle Club – Annual permit – One day permit	\$300 \$25
606	Liquor, On-Sale Intoxicating Club – Per club under 200 members – Per club of 201-500 members – Per club of 501-1,000 members – Per club of 1,001-2,000 members – Per club of 2,001-4,000 members – Per club of 4,001-6,000 members – Per club of over 6,000 members	\$300 \$500 \$650 \$800 \$1000 \$2,000 \$3,000
606	Liquor, On-Sale Club Holiday Endorsement	\$100
300	Livestock – Initial fee – Annual review	\$100 \$25
603	Managerial License (Liquor)	\$10
125	Massage Therapy Business License – Annual license – Business investigation fee for corporations or partnerships – Business investigation fee for individual/sole proprietor	\$400 \$400 (new) \$200 (renewal) \$200 (new) \$100 (renewal)
125	Massage Therapist – License Fee – Therapist Investigation Fee	\$50 \$25
22	Music Festivals – Per day – Filing fee	\$700 \$100
35	Mobile Food Unit – Food Truck License – Food Truck Fire Safety Inspection - Ice Cream Truck License	\$50 \$100 \$75
18	Motor Vehicle Body Repair Business	\$150
509	Motorized Vehicles Rental	\$50 per vehicle
300	Multiple Pet Location – License Fee – Renewal Fee – Impound Fee	\$100 \$25 \$25

300	Poultry – Initial fee – Annual renewal fee – Impound fee	\$100 \$25 \$25
220 507	Rental Housing Annual License – Single rental unit – Two rental units – Three rental units – Four rental unit – Five or more units License renewal late fee if more than seven days late License fee to reinstate after revocation or suspension License transfer fee License non-compliance fee for properties that were posted for not complying with correction orders or license renewals – 1-30 days – 31+ days Renting prior to obtaining a license Reinspection fee after second inspection – Single, duplex, triplex – Four or more units	\$100 \$150 \$210 \$270 \$270 plus \$12 per unit over four units 150% of the annual license fee 150% of the annual license fee \$25 \$250 \$500 125% of the annual license \$100 \$300
31	Pawn Shops – Annual license fee – Monthly transaction fee – Reporting failure penalty – Investigation fee	\$3,000 \$3 per transaction \$4 per transaction \$400
14	Peddlers/Solicitor	\$60 per peddler
23	Public Dance	\$75
13	Retail Gasoline Sales Private Gasoline Pump	\$60 \$30 per location
602, 603, 606	Social Skill Game Tournament Service Provider	\$100 annually

16	Street Vending – Industrial/commercial – Residential – Both	\$50 \$70 \$100
12	Tobacco License	\$125
12	Tobacco Product Shop – License fee – Investigation fee	\$400 \$100
104503	Tree Management License	\$150
19	Used Motor Vehicles License	\$150 per year

6. Parks and Recreation Services Fees

(a) Recreation Division

(1) Program fees are listed in the City's bi-monthly Parks and Recreation Brochure and on the City's website.

(2) Administrative Fees

Item	Category A (Fridley Youth Athletics)	Category B (Residents and community groups)	Category C (Non- residents)
Additional maintenance staff	City staff hourly rate	City staff hourly rate	City staff hourly rate
Chalk	Market rate	Market rate	Market rate
Concession area for Community Park	\$175 per day	\$175 per day	\$175 per day
Damage deposit for multiple day rentals	\$200	\$200	\$200
Lights	\$20 per field	\$20 per field	\$20 per field
Locates for electrical or irrigation heads	Market rate	Market rate	Market rate
Portable restrooms	Market rate	Market rate	Market rate
Scoreboard and press box at Community Park	\$20 per field	\$20 per field	\$20 per field
Shelter rental for Commons Park and Flanery Park	\$65 per day	\$65 per day	\$100 per day
Vendor fee (concession space)	\$100 per day	\$100 per day	\$100 per day

(3) Event Fees

Code	Subject	Fee
508	Parade – Application – Daily	\$100 \$700
23	Public Dance – Application	\$75

(4) Outdoor Field Rental Fees

Use	Category A (Fridley Youth Athletics)	Category B (Residents and community groups)	Category C (Non- residents)
Baseball, softball, and football fields	\$0 per hour	\$20 per hour	\$40 per hour
Commons Park baseball and softball fields	\$80 per weekend \$40 per day	\$100 per weekend \$50 per day	\$200 per weekend \$100/day
Community Park Softball Complex	\$500 per weekend \$250 per day	\$1,000 per weekend \$500 per day	\$2,000 per weekend \$1,000 per day
Hockey rink	\$0 per hour	\$20 per hour	\$20 per hour
Soccer field	\$0 per hour	\$30 per hour	\$60 per hour
Tennis or pickleball court	\$0 per hour	\$20 per hour	\$40 per hour
Volleyball court	\$0 per hour	\$20 per hour	\$40 per hour

(5) Picnic Shelter Rental Fees

Park	Resident	Non-Resident	Deposit
Flanery and Commons Parks – 1-50 guests – 51-150 guests – Special Use Permit	\$65 plus tax \$105 plus tax \$265 plus tax	\$100 plus tax \$150 plus tax \$450 plus tax	\$50 \$50 \$50
Moore Lake – 1-50 guests – 51-150 guests	\$35 plus tax \$75 plus tax	\$75 plus tax \$115 plus tax	\$50 \$50

– Special Use Permit	\$235 plus tax	\$425 plus tax	\$50
----------------------	----------------	----------------	------

(6) Springbrook Nature Center Program Fees

Program	Fee
60 Minute naturalist-led program	\$4 per student
90 Minute naturalist-led program	\$6 per student
60 Minute naturalist-led program at another location	\$150
– Additional program at same site	\$50
Summer Camp	
– Resident	\$155 per five-day program
– Non-resident	\$165 per five-day program
Birthday Party Program	\$125

(7) Springbrook Nature Center Room Rental Fees

Program/Amenity	Fee
Amphitheater	
– Resident	\$225 per room per hour plus tax
– Non-resident	\$300 per room per hour plus tax
– Non-profit group (proof of status must be provided)	\$225 per room per hour plus tax
Classroom (\$50 refundable damage deposit due at time of booking)	
– Resident	\$30 per room per hour plus tax
– Non-resident	\$50 per room per hour plus tax
– Non-profit group (proof of status must be provided)	\$30 per room per hour plus tax
Pavilion Activity Center Outdoor (\$100 refundable damage deposit due at time of booking)	
– Resident	\$65 plus tax
– Non-resident	\$100 plus tax
– Non-profit group (proof of status must be provided)	\$65 plus tax
Pavilion Activity Center Indoor (\$100 refundable damage deposit due at time of booking)	
– Resident	\$65 plus tax
– Non-resident	\$100 plus tax
– Non-profit group (proof of status must be provided)	\$65 plus tax

Pavilion Activity Center Entire (\$100 refundable damage deposit due at time of booking)	
– Resident	\$130 plus tax
– Non-resident	\$200 plus tax
– Non-profit group (proof of status must be provided)	\$130 plus tax
Portable public address (PA) system	\$50 per day plus tax

7. Planning and Zoning Fees

Code	Subject	Fee
M.S. § 462.355	Comprehensive Plan Amendment	\$1,500
217	Condominium (annual registration)	
	— 2-4 units	\$20
	— 5-12 units	\$30
	— 13-24 units	\$40
	– Over 24 units	\$50
217.04	Condominium conversion registration (one-time fee)	
	— 2 units	\$500
	— 3-7 units	\$750
	— 8-12 units	\$1,000
	– Over 12 units	\$1,000 + \$50 per unit for every unit over 12
208 505	Conservation Plan Review (as part of building permit for new construction)	\$450
205	Farmers Market Event Permit	\$100
211	Lot Splits	\$1,250
205.24	Master Plan, Application or Amendment	\$1,500
203 509	Manufactured Home Parks	\$30 + \$1 per trailer site (one-time fee)
214 506	Signs and/or Billboards	
	– Permanent wall sign	\$100
	– Permanent free-standing/monument	\$200
	– Permanent re-face/face-change	\$50
	– Temporary sign	\$100 plus (\$200 deposit refunded if conditions met)
205.30	Telecommunications Permit to add Equipment to an Approved Site	\$400/user/tower

	Small Cell Telecommunications Towers and Facilities District	
	– 205.30.24 Distributed Antenna System (DAS) Application Fee	\$500
	– 205.30.24 DAS Application Review Fee	\$1,500
	– 205.30.9(9) DAS Abandonment Escrow	\$2,000
205.30	Temporary Outdoor Display Permit	\$75
205.33	Transit Oriented District (TOD) Project Plan Application	\$1,500
205.33	TOD Tree Substitution Fee to TOD Capital Project Fund	\$500 per tree
211	Plat	
	– Up to 200 lots	\$1,500
	– Each additional lot	\$15
205	Rezoning	\$1,500
205	Special Use Permit	
	– R-1	\$1,000
	– All others	\$1,500
205	Vacations, Right of Way or Easement	\$1,500
205	Variance	
	– R-1	\$500
	– All others	\$1,400
205	Wetlands	
	– Certifying Exemptions	\$1,500
	– Replacement Plan Application	\$1,500
	– No Loss Determination	\$1,500
	– Appeal of Decision	\$1,500

8. Police Division Fees

Code	Subject	Fee
301	False Alarms	\$150 for the third false alarm in 365 days. \$25 will be added for each subsequent false alarm (e.g., fourth false alarm will be \$175, fifth false alarm will be \$200, etc.).
30	Lawful Gambling Permit	\$25 for one-day small events, (e.g., a raffle)

209.13 Penalties

Code	Subject	Penalty
203	Administrative Citation – General – Fire Lane/Reserved Handicap Parking – Other Parking	\$100 per violation \$125 per violation \$35 per violation
203	Administrative Citation Late Fee – General – Fire Lane/Reserved Handicap Parking – Other Parking	\$25 \$30 \$10
514 <u>504</u>	Snow Removal Penalty Violations of the provisions of this Section shall <u>are</u> 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: – 2nd offense within 365 days – 3rd offense within six months of any prior offense – 4th offense or more within six months of prior offense(s) 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.	\$50 \$200 \$500

209.14 Compliance

No person ~~shall~~may practice or carry on a business, trade or profession in the City without complying with all federal and state regulations, laws, license or permit requirements, and with the license and permit requirements of any provision of this Code.

209.15 Administrative Assessments

In addition to the fees in Section 209.12, an administrative assessment will be required to fund special studies such as environmental assessment worksheets, transportation, drainage, noise impacts, indirect source permits, wetland impacts, etc. The amount of the assessment is to be based on the

site, complexity, diversity, and location of the project as determined by staff, but ~~shall~~may not be less than two and one half times the hourly wage of estimated Public Official or consultant's time.

209.16 Late Payment Penalties

The penalty for late payment of any fees as shown in this Chapter ~~shall be~~is 25% of the amount of the fee if received from one to seven days late. If the payment is received more than seven days after it is due, the penalty ~~shall be~~is 50% of the fee.

209.17 Compliance with State and Local Law and Payment of Fees and Charges

Prior to the issuance of any license or permit as provided by this Chapter, the City may determine whether the applicant is out of compliance with any state or local law or ordinance enforced by the City. In addition, the City may determine whether the applicant is in arrears with respect to any fee, tax or utility charge. If the City determines the applicant is out of compliance with any state or local law or ordinance, or that outstanding balances are due to the City for fees, taxes or utility charges, the City may deny issuance of the license until such time as the Applicant is in compliance or has paid any such outstanding balance.

Any applicant aggrieved by the application of the section ~~shall~~may, upon written request, be permitted a hearing before the Council, and determination on the fact question of whether there is non-compliance or any outstanding balance due.

Passed and adopted by the City Council of the City of Fridley on this 11th day of March, 2024.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

Public Hearing: February 26, 2024

First Reading: February 26, 2024

Second Reading: March 11, 2024

Publication: March 14, 2024

City of Fridley
Summary Ordinance No. 1419

Creating Title No. 5 (Lands and Buildings) of the Fridley City Code
and the Chapters Contained Therein

The City of Fridley does ordain, after review, examination, and staff recommendation that the Fridley City Code (Code) be amended by adopting Ordinance No. 1419. A summary of the amendments to the Code made by Ordinance No. 1419 are as follows:

The Ordinance amends Chapter 206, Building Code, renumbers it to Chapter 500, adds § 500.01, Purpose, adds § 500.02, Definitions, amends § 500.03, Adoption of State Law, amends § 500.04, Conflicts, amends § 500.05, Building Permits, removes § 206.02, subsection 14B, Building Permit Fees, amends § 500.06, Investigations, amends § 500.07, Reinspections, amends § 500.08, Certificate of Occupancy, removes § 206.07, Contractor's License, amends § 500.09, Utility Excavations (Sewer and Water), amends § 500.10, Building Site Requirements, removes § 206.10 Drainage and Grading, adds § 500.10 Fees, and adds § 500.11 Appeals. The Ordinance adds Chapter 501, Residential Swimming Pools, adds § 501.01, Purpose, adds § 501.02, Definitions, adds § 501.03, Permits Required, adds § 501.04, Compliance with Code, adds § 501.05, Residential Design and Construction Requirements, adds § 501.06, Drainage, adds § 501.07, Barriers, adds § 501.08, Electrical and Mechanical Requirements, adds § 501.09 Water Regulations, adds § 501.10, Chemical Storage, adds § 501.11, Shielding Lights, adds § 501.12, Unnecessary Noise, and adds § 501.13, Fees. The Ordinance amends Chapter 105, Landscape Maintenance, renumbers it to Chapter 502, amends § 502.01, Purpose, amends § 502.02, Definitions, amends § 502.03, Required Maintenance, amends § 502.04, Intervention by the City, and amends § 502.05, Protection of Waterways. The Ordinance amends Chapter 104, Tree Management, renumbers it to Chapter 503, adds § 503.01, Purpose, adds § 503.02, Definitions, amends § 503.03, Forester Position Created, amends § 503.04, Program, amends § 503.05, Nuisance Declared, amends § 503.06, Abatement, amends § 503.07, Inventory, Inspection and Investigation, removes § 104.07, Abatement of Nuisances, amends § 503.08, Procedures for Removal of Infected Trees or Woods, removes § 104.09, Program Records, amends § 503.09 Interference Prohibited, amends § 503.10 Tree Management License Required, amends § 503.11, Tree Management License Application, removes § 104.13, Fees, and removes § 104.14, Penalties. The Ordinance amends Chapter 514, Winter Maintenance, renumbers it to Chapter 504, amends § 504.01, Purpose, amends § 504.02 Definitions, amends § 504.03, Snow Removal, adds § 504.04, Bulk Deicer Storage Facility Requirements, adds § 504.05, Parking Lot, Sidewalk, and Private Road Sweeping Requirements, amends § 504.06, Owner Responsibility, and amends § 504.07, Penalties. The Ordinance adds Chapter 505, Erosion Control and Stormwater Management, adds § 505.01, Purpose, adds § 505.02, General Provisions, adds § 505.03, Scope, adds § 505.04, Definitions, adds § 505.05 Technical Guides, adds § 505.06 Administration, adds § 505.07, Wetlands, adds § 505.08, Drainage Alterations, adds § 505.09, Illicit Discharge, adds § 505.10 Watercourse Protection, adds § 505.11, Inspections, adds § 505.12 Maintenance, adds § 505.13, Financial Securities, adds § 505.14, Enforcement, adds § 505.15 Abatement, and adds § 505.16, Fees. The Ordinance amends Chapter 214, Signs, renumbers it to Chapter 506, amends § 506.01, Purpose, amends § 506.02, Definitions,

amends § 506.03, General Provisions for Signs, amends § 506.04, Signs Allowed in All Districts, amends § 506.05, Signs Prohibited in All Districts, amends § 506.06, Permit Requirements, amends § 506.07, Signs Allowed by District, removes § 214.08, Sign Erectors' License Requirements, removes § 214.09, Existing Signs, amends § 506.08, Multiple Use Non-Residential Buildings, amends § 506.09, Enforcement, amends § 506.10, Enforcement, removes § 214.13, amends § 506.11, Appeals, amends § 506.12, Noncommercial Speech Substitution, amends § 506.13, Variances, and amends § 506.14, Severability. The Ordinance amends, Chapter 220, Residential Rental Property Maintenance and Licensing, renumbers it to Chapter 507, removes § 220.01, Title, amends § 507.01, Purpose, amends § 507.02, Scope, removes § 220.04, Purpose, removes § 220.05, discrimination and Private Contracts, amends § 507.03, Definitions, amends § 507.04, Responsibility of Owners, amends § 507.05, Joint Responsibilities of Occupants and Owners, amends § 507.06, Removal of Equipment and Discontinuance of Basic Services, amends § 507.07, Minimum Standards for Principal Structures, amends § 507.08, Hazards, amends § 507.09 Fire Safety, amends § 507.10, Licensing, amends § 507.11, Conduct on License Premises, amends § 507.12, Compliance, amends § 507.13, Emergency Cases, amends § 507.14, Collection of Recyclables, amends § 507.15, Unfit for Human Habitation, amends § 507.16, Execution of Compliance Checks, amends § 507.17, Appeal, amends § 507.18, Transfer of Ownership, amends § 507.19, No Warranty by City, removes § 220.23, Severability, and removes § 220.24, Penalties. The Ordinance amends Chapter 223, Manufactured Home Park Closings, renumbers it to Chapter 508, amends § 508.01, Purpose, amends § 508.02, Definitions, amends § 508.03, Park closure Notice, amends § 508.04, Notice of Public Hearing, amends § 508.05, Public Hearing, adds § 508.06, Qualified Third Party Neutral Appointment, removes § 223.06, Displaced Resident Obligations, removes § 223.07, Election to Relocate, removes § 223.08, Election to Receive Compensation, removes § 223.09, Limitation on Total Amount of Relocation Assistance and Compensation Paid to Displaced Residents, removes § 223.10, Applicability, and removes § 223.11, Penalties. The Ordinance amends Chapter 203, Manufactured Home Parks, renumbers it to Chapter 509, amends § 509.01, Special Permit Required, amends § 509.02, Application for Permit, amends § 509.03, Permit Requirements, amends § 509.04, Suspension or Revocation, removes § 203.05, Construction of Statute, and removes § 203.06, Penalties. The Ordinance repeals Chapter 217, Conversion Condominium Registration. The Ordinance repeals Chapter 222, Fair Housing Practices. The Ordinance repeals Chapter 210, Hazardous Buildings. The Ordinance repeals Chapter 218, Hazardous Waste Control. The Ordinance repeals Chapter 202, House Trailers. The Ordinance repeals Chapter 212, Mining. The Ordinance repeals Chapter 208, Stormwater Management and Erosion Control. The Ordinance repeals Chapter 224, Stormwater Illicit Discharge and Elimination. The Ordinance repeals Chapter 115, Swimming Pools. The Ordinance amends Chapter 209, Fees, amends § 209.02, Conflicts, amends § 209.03, Definitions, amends § 209.04, License or Permit Application, amends § 209.05, Processing Time, amends § 209.07, License Approval and Issuance, amends § 209.08, Renewal, amends § 209.09, Proration and Refunds, amends § 209.10, Revocation, amends § 209.11, Display, amends § 209.12, Fees, amends § 209.13, Penalties, amends § 209.14, Compliance, amends § 209.15, Administrative Assessments, amends § 209.16, Late Payment Penalties, and amends § 209.17, Compliance with State and Local Law and Payment of Fees and Charges.

Ordinance No. 1419 was passed and adopted by the City Council of the City of Fridley on March 11, 2024. The full text of the Ordinance is available on the City's website or for inspection by any person during regular office hours at the Office of the City Clerk.



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Mike Maher, Parks and Recreation Director

Title

Ordinance No. 1420, Amending the Fridley City Code Chapter 209, Fees, to Update Parks and Recreation Fees

Background

Attached is Ordinance No. 1420 amending the Fridley City Code Chapter 209, Fees, to update parks and recreation fees for rental and community use of fields, facilities, and park spaces. Fees have been adjusted to reflect new facilities such as the Moore Lake Community Building and Locke Park shelters. Other fees have been adjusted to reflect market rates in neighboring communities as well as to streamline and categorize rates across Fridley's park system.

Financial Impact

Staff completed market research for park buildings and shelters in neighboring communities and is recommending fees consistent with averages seen across the region. Fees collected for use of park facilities represents just under 10% of total charges for services within the Parks and Recreation budget.

Recommendation

Staff recommend approval of Ordinance 1420, Amending the Fridley City Code Chapter 209, Fees, to update Parks and Recreation Fees.

Staff recommend approval of a summary of Ordinance No. 1420 to be published in the Official Publication.

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. 1420
- Summary Ordinance No. 1420

Vision Statement

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

Ordinance No. 1420

Amending the Fridley City Code Chapter 209, Fees, to Update Parks and Recreation Fees

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

Fridley City Code Chapter 209 Fees

209.12.6 Parks and Recreation Service Fees

(a) Recreation Division

(1) Program fees are listed in the City's bi-monthly Parks and Recreation Brochure and on the City's website.

(2) Administrative Fees

Item	Category A (Fridley Youth Athletics)	Category B (Residents and community groups)	Category C (Non- residents)
Additional maintenance staff	City staff hourly rate	City staff hourly rate	City staff hourly rate
Chalk	Market rate	Market rate	Market rate
Concession area for Community Park <u>(Included with weekend or daily tournament rental)</u>	\$175 per day \$50 per day	\$175 per day \$50 per day	\$175 per day \$100 per day
Damage deposit for multiple day rentals	\$200	\$200	\$200
Lights	\$20 per field	\$20 per field	\$20 per field
Locates for electrical or irrigation heads	Market rate	Market rate	Market rate
Portable restrooms	Market rate	Market rate	Market rate
Scoreboard and press box at Community Park	\$20 per field	\$20 per field	\$20 per field
Shelter rental for Commons Park and Flanery Park	\$65 per day \$80 per day	\$65 per day \$80 per day	\$100 per day \$120 per day
Vendor fee (concession space)	\$100 per day	\$100 per day	\$100 per day

(3) Event Fees

Code	Subject	Fee
508	Parade – Application – Daily	\$100 \$700
23	Public Dance – Application	\$75

(4) Outdoor Field Rental Fees

Use	Category A (Fridley Youth Athletics)	Category B (Residents and community groups)	Category C (Non- residents)
Baseball, softball, <u>soccer, tennis, pickleball, volleyball, and football fields (does not include Community Park weekend tournaments)</u>	\$0 per hour	\$20 per hour	\$40 per hour
Commons Park baseball and softball fields	\$80 per weekend \$40 per day	\$100 per weekend \$50 per day	\$200 per weekend \$100/day
Community Park Softball Complex	\$500 \$1000 per weekend <u>or</u> \$250 \$500 per day	\$1,000 per weekend \$500 per day	\$2,000 per weekend \$1,000 per day
Hockey rink	\$0 per hour	\$20 per hour	\$20 per hour
Soccer field	\$0 per hour	\$30 per hour	\$60 per hour
Tennis or pickleball court	\$0 per hour	\$20 per hour	\$40 per hour
Volleyball court	\$0 per hour	\$20 per hour	\$40 per hour

(5) ~~Picnic Shelter~~ Park Facility Rental Fees

Park	Resident/ <u>Non-Profit</u>	Non-Resident	Deposit
------	-----------------------------	--------------	---------

Flanery and Commons Parks, <u>Locke Park Shelter #2, Moore Lake Pavilions – 50 guests maximum</u>	\$65 <u>80</u> plus tax	\$100 <u>120</u> plus tax	\$50
<u>1-50 guests</u>	\$105 plus tax	\$150 plus tax	\$50
<u>— 51-150 guests</u>			
<u>– Special Use Permit</u>	\$265 plus tax	\$450 plus tax	\$50
<u>Moore Lake</u>			
<u>— 1-50 guests</u>	\$35 plus tax	\$75 plus tax	\$50
<u>— 51-150 guests</u>	\$75 plus tax	\$115 plus tax	\$50
<u>– Special Use Permit</u>	\$235 plus tax	\$425 plus tax	\$50
<u>Locke Park Pavilion # 1 (150 person capacity)</u>	\$170 plus tax	\$250 plus tax	\$50
<u>Moore Lake Community Building Half Day Rental</u>	\$150 plus tax <u>on weekdays</u> \$250 plus tax <u>on weekends</u>	\$225 plus tax <u>on weekdays</u> \$400 plus tax <u>on weekends</u>	\$200
<u>Moore Lake Community Building Full Day Rental</u>	\$225 plus tax <u>on weekdays</u> \$375 plus tax <u>on weekends</u>	\$337.50 plus tax <u>on</u> <u>weekdays</u> \$600 plus tax <u>on weekends</u>	\$200
<u>Moore Lake Community Building Monitor</u>	\$25 per hour	\$25 per hour	

(6) Springbrook Nature Center Program Fees

Program	Fee
60 Minute naturalist-led program	\$4 per student
90 Minute naturalist-led program	\$6 per student
60 Minute naturalist-led program at another location	\$150
Additional program at same site	\$50
Summer Camp	
Resident	\$155 per five-day program
– Non-resident	\$165 per five-day program
Birthday Party Program	\$125

(7)(6) Springbrook Nature Center Room Rental Fees

Program/Amenity	Fee
<u>Amphitheater (Full day rental)</u>	
<u>– Resident</u>	\$225 per room per hour plus tax

– Non-resident – Non-profit group (proof of status must be provided)	\$300 per room per hour plus tax \$225 per room per hour plus tax
Classroom (\$50 refundable damage deposit due at time of booking) – Resident – Non-resident – Non-profit group (proof of status must be provided)	\$3040 per room per hour plus tax \$5065 per room per hour plus tax \$3040 per room per hour plus tax
Pavilion Activity Center Outdoor <u>Only</u> (\$100 refundable damage deposit due at time of booking) – Resident – Non-resident – Non-profit group (proof of status must be provided)	\$6580 plus tax \$100120 plus tax \$8065 plus tax
Pavilion Activity Center Indoor (\$100 refundable damage deposit due at time of booking) – Resident – Non-resident – Non-profit group (proof of status must be provided)	\$65 plus tax \$100 plus tax \$65 plus tax
Pavilion Activity Center Entire (\$100 refundable damage deposit due at time of booking) – Resident – Non-resident – Non-profit group (proof of status must be provided)	\$130170 plus tax \$200250 plus tax \$130170 plus tax
Portable public address (PA) system	\$50 per day plus tax

Passed and adopted by the City Council of the City of Fridley on this 11th day of March, 2024.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

First Reading: February 26, 2024

Second Reading: March 11, 2024

Summary Publication: March 14, 2024

City of Fridley
Summary Ordinance No. 1420

Amending the Fridley City Code Chapter 209, Fees, to Update Parks and Recreation Fees

The City of Fridley does ordain, after review, examination, and staff recommendation that the Fridley City Code (Code) be amended by adopting Ordinance No. 1420. A summary of the amendments to the Code made by Ordinance No. 1420 are as follows:

The Ordinance amends Section 209.12.6, Parks and Recreation Service Fees, of the Fridley City Code (Code). The Ordinance changes the fees for the concession area of Community Park, removes fees for chalk, lights, scoreboard and vendors, updates the shelter rental for Commons and Flanery Parks in subd. 2; adds soccer, tennis, pickleball and volleyball to the list of uses, removes fees for baseball, softball, hockey, soccer, tennis, pickleball and volleyball and updates rental fees for Community Park Softball Complex in subd. 4; adds fees for Locke Park Shelter #2 and Moore Lake Pavilions #1 and #2, removes fees for Moore Lake, adds fees for Locke Park Pavilion #1, adds fees for Moore Lake Community Building Rental and Moore Lake Community Building Monitor in subd. 5; removes subd. 6, Springbrook Nature Center Program Fees; changes amphitheater rental duration from per hour to per day, increases the classroom fee, amends the Pavilion Activity Center fees in subd. 7.

Ordinance No. 1418 was passed and adopted by the City Council of the City of Fridley on February 12, 2024. The full text of the Ordinance is available on the City website or for inspection by any person during regular office hours at the Office of the City Clerk.



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Jim Kosluchar, Director of Public Works
 Jeff Jensen, Operations Manager- Streets, Parks, and Utilities
 Rachel Workin, Environmental Planner

Title

Resolution No. 2024-29, Approving a Water Quality Cost Share Agreement with the Coon Creek Watershed District for the Purchase of a Leaf Vacuum System

Background

The City of Fridley (City) implements a robust street sweeping program to prevent pollutants such as sediment, salt, trash and leaves from entering the storm sewer system. Studies have demonstrated that street sweeping can be one of the most cost-effective methods of pollutant removals for water quality protection. Additionally, street sweeping provides aesthetic benefits and reduces maintenance needs due to debris accumulation in the storm sewer system. The City currently owns a mechanical sweeper and regenerative air sweeper that work in tandem alongside one to two dump trucks to perform regular street sweeping and hires contracted sweepers during high volume periods. The City can double its internal street sweeping capacity by retrofitting an existing dump truck with a new removable leaf vacuum system that includes a leaf vacuum, leaf box, and chipper. This proposed system requires less employees to operate, allowing the City to sweep more frequently and rely less on contracted sweepers.

The City applied for and received \$50,000 from the Coon Creek Watershed District's Water Quality Cost Share Program toward the purchase of this system.

Financial Impact

The leaf vacuum system costs approximately \$120,683. The remaining funding is budgeted within the adopted 2024-2028 Capital Investment Program to be paid from the stormwater fund.

Recommendation

Staff recommend the approval of Resolution No. 2024-29, Approving a Water Quality Cost Share Agreement with the Coon Creek Watershed District for the Purchase of a Leaf Vacuum System.

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. 2024-29
- Water Quality Cost Share Agreement

Vision Statement

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

Resolution No. 2024-29**Approving a Water Quality Cost Share Agreement with the Coon Creek Watershed District for the Purchase of a Leaf Vacuum System**

Whereas, the City of Fridley implements a robust street sweeping program as part of its Municipal Separate Storm Sewer System permit and for improved aesthetics of the City; and

Whereas, owning a leaf vacuum system will allow the City to expand capacity for enhanced street sweeping, reduce material disposal costs, and decrease landfilling of street sweeping debris; and

Whereas, the above City Project will improve water quality within the City and the Coon Creek Watershed District by reducing total phosphorus and total suspended solids loading to Springbrook Creek and the Mississippi River; and

Whereas, the City of Fridley has been awarded a grant in the amount of \$50,000 by the Coon Creek Watershed District for the purchase of a leaf vacuum system; and

Whereas, the City of Fridley has allocated funds in its Capital Investment Plan for the remaining cost of equipment.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Water Quality Cost Share Agreement with the Coon Creek Watershed District for the purchase of a leaf vacuum system.

Passed and adopted by the City Council of the City of Fridley this 11th day of March, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

COON CREEK WATERSHED DISTRICT WATER QUALITY COST-SHARE AGREEMENT

This Agreement is entered into _____, 2024 (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 the following project: purchase a leaf vacuum to expand capacity for enhanced street sweeping (Project).

C. The above City Project will improve water quality within the City and the Coon Creek Watershed District by reducing total phosphorus and total suspended solids loading to Springbrook Creek and the Mississippi River which are impaired for aquatic life and aquatic recreation due to excess nutrients, sediment, and bacteria.

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 Project, 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 Applications attached as Exhibit A. The City will purchase the leaf vacuum and use the equipment to increase sweeping effort within the District. The City is responsible for obtaining all required permits and approvals, and for complying with all applicable laws in implementing the Project.

2. Project Completion.

The City will complete the above Project by December 31, 2025, 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. This award is less than the amount requested due to budget constraints.

4. Terms of Payment.

The District upon the Effective Date of this Agreement will disburse to the City 80% of the 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 is to provide a brief verbal or narrative report to the District Technical Advisory Committee summarizing how purchase of this equipment has allowed for expansion of municipal street sweeping operations. At a minimum, the City is to annually track and report on lane miles swept within the CCWD boundary or estimated volume or mass of sweepings per lane mile.

5. Term of Agreement; Survival of Terms; Incorporation of Exhibits.

This Agreement will be effective on _____, 2024, and will expire on December 31, 2025, 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, 2025 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/implementation. 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



CCWD Water Quality Cost Share Program Grant Application- Street Sweeping Enhancements Category

Applicant Information	
Name, Title	Rachel Workin, Environmental Planner
Organization	City of Fridley
Address	7071 University Avenue, Fridley, MN, 55432
Email	rachel.workin@fridleymn.gov
Phone	763-572-3594

Project Information- <i>Be clear & concise; attach additional pages if necessary</i>	
Title	City of Fridley Street Sweeping Equipment
Brief Description of proposed sweeping activity or equipment <i>What are you proposing and why?</i>	The City is proposing to purchase a 1) vacuum collector and 2) leaf box with included chipper which, when combined, converts an existing City truck into a street sweeper. The City currently owns a mechanical sweeper and a regenerative air sweeper that must work in tandem to sweep. The mechanical sweeper has limited storage capacity, so it must be continuously emptied into waiting dump trucks which haul the leaves back to the City's storage facility. As a result, the City's current system requires three to four employees to operate and inefficiently uses employee time and resources. The proposed project will double the City's sweeping capacity for approximately one third of the price of a new regenerative air sweeper. The proposed system only requires two employees to run since the chipper in the leaf box reduces leaf volume, eliminating the need for the dump truck driver. As a result, the City will be able to sweep more often and when less employees are available. Additionally, the chipper will reduce the volume of leaves being brought to the City's storage area, which will free up valuable space and reduce leaf disposal cost.
Water Quality Outcomes <i>Describe and quantify how your proposal will result in increased water quality benefits compared to existing/baseline sweeping program?</i> <i>Reference CCWD sweeping study if applicable.</i>	The proposed project will allow the City to double its sweeping capacity to increase the speed at which it can conduct citywide sweeps, resulting in less opportunity for sediment, phosphorus, and other pollutants to enter the Municipal Separate Storm Sewer System and water bodies. This is of particular importance during peak leaf deposition in the fall. Additionally, it will be easier to target prioritized neighborhoods, such as those without existing stormwater BMPs due to less employees being needed to conduct a sweep. This will help the City address the high TP being contributed into the watershed from the lower catchments of the Springbrook subwatershed where there is high leaf canopy coverage and lack of space for additional structural BMPs.

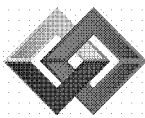
Long-term benefits <i>Does this project result in WQ benefits beyond a single season?</i> <i>If so, describe how your proposal increases sweeping capacity into the future</i>	Yes, the minimum expected useful life of this equipment is 15 years. The City plans to utilize the equipment continuously during the spring throughout the fall.
Notes <i>Please include any other relevant information</i>	In addition to the benefits described above of, the project will result in reduced vehicle emissions as dump trucks won't be needed to shuttle leaves from the sweeper to the storage site.
Total Estimated Project Cost	\$ 120,683.00
Total Amount Requested (cannot exceed 50% of total cost)	\$ 60,341.50

Signature	Rachel Workin
Date	2/1/24

Note: Application is considered incomplete without signature. Please attach concept design, calculations, photos, or other related documents as needed

Fill out budget form below or attach any quotes/estimates
(only include line items related to stated water quality objectives)

Item	Unit	Quantity	Unit Cost	Total
2025 Titan Leaf Pro Plus	1	1	108,619	108,619
Titan Leaf Box	1	1	12,064	12,064
Total				\$120,683



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Item 8.

Ship To: SAME AS BELOW

Invoice To: CITY OF FRIDLEY
7071 University Ave Ne
Fridley MN 55432

Branch 01 - ST PAUL MN		
Date 12/22/2023	Time 9:57:40 (O)	Page 1
Account No FRIDL001	Phone No 6125713450	Est No 01 Q03279
Ship Via	Purchase Order JEFF	
Tax ID No		
JUDD GENEREAUX	Salesperson 126	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/21/2024 Amount

2025 TITAN LEAF PRO PLUS 108619.00
PRICING BASED OFF SOURCEWELL
74 HP KUBOTA ENGINE
HYDRAULIC CLUTCH WITH OPERATORS SWITCH
SWIVEL DISCHARGE WITH CHUTE
HD INTAKE HOSE
STROBE
100 G. DUST CONTROL
CLEAN-OUT DOOR
TOTAL \$105,809
FRIGHT \$1600
PDI \$660
DELIVERY \$110
TRANING \$440

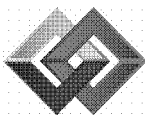
Sale # 01 Subtotal: 108619.00
Total: 108619.00

TITAN LEAF BOX 12064.00
10' LENGTH 12.5 YD CAPACITY
NOZZLE BOOT
DEBRIS DEFLECTOR
TIE DOWN KIT
TARP & ROD
CHIPPER DOOR
TOTAL \$10,864
FRIGHT \$1200

Sale # 02 Subtotal: 12064.00
Total: 12064.00

Subtotal: 120683.00
Quote Total: 120683.00

Authorization: _____



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment

1125 7th Street E

St Paul, MN 55106

651-645-5726 • 800-832-6417

Item 8.

Ship To: SAME AS BELOW

Invoice To: CITY OF FRIDLEY
7071 University Ave Ne
Fridley MN 55432

Branch 01 - ST PAUL MN		
Date 12/22/2023	Time 9:57:40 (O)	Page 2
Account No FRIDL001	Phone No 6125713450	Est No 01 Q03279
Ship Via		Purchase Order JEFF
Tax ID No		
JUDD GENEREAUX		Salesperson 126

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/21/2024 Amount

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Jim Kosluchar, Director of Public Works
 Jeff Jensen, Operations Manager- Streets, Parks, and Facilities
 Rachel Workin, Environmental Planner

Title

Resolution No. 2024-30, Approving a Grant Agreement with the Minnesota Department of Natural Resources for Shade Tree Management

Background

The City of Fridley was awarded a Shade Tree Grant from the Minnesota Department of Natural Resources in the amount of \$351,559 to support its shade tree management program including ongoing Emerald Ash Borer (EAB) mitigation work. Grant funds are proposed to be used to:

- Remove and 151 ash trees and replant 151 trees within public parks and right-of-ways
- Remove 25 ash trees and replant 5 trees with the natural area of Locke Park
- Remove 11 non-ash trees.

Financial Impact

There is no match required for this project

Recommendation

Staff recommend the approval of Resolution No. 2024-30, Approving a Grant Agreement with the Minnesota Department of Natural Resources for Shade Tree Management.

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. 2024-30
- Shade Tree Grant Agreement

Vision Statement

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

Resolution No. 2024-30**Approving a Grant Agreement with the Minnesota Department of Natural Resources for Shade Tree Management**

Whereas, a large number of ash trees in the City of Fridley are becoming hazardous as a result of Emerald Ash Borer, and

Whereas, removing ash trees carries a large financial and ecological cost, and

Whereas, the Minnesota Department of Natural Resources made funding available through the Shade Tree grant program to mitigate these costs, and

Whereas, the City applied for and was awarded \$351,559 in funding to remove and replace shade trees with a focus on ash trees within public parks, right-of-ways, and natural areas.

Now therefore be it resolved, that the City Council hereby authorizes the signature of the Shade Tree grant agreement with the Minnesota Department of Natural Resources.

Passed and adopted by the City Council of the City of Fridley this 11th day of March, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

General Obligation Bond Proceeds

Grant Agreement - Construction Grant

for the

City of Fridley Shade Tree Project

under the

MN NATURAL RESOURCES SHADE

TREE

Program

TABLE OF CONTENTS

RECITALS

Article I - DEFINITIONS

Section 1.01 – Defined Terms

Article II - GRANT

Section 2.01 – Grant of Monies

Section 2.02 – Public Ownership

Section 2.03 – Use of Grant Proceeds

Section 2.04 – Operation of the Real Property and Facility

Section 2.05 – Public Entity Representations and Warranties

Section 2.06 – Ownership by Leasehold or Easement

Section 2.07 – Event(s) of Default

Section 2.08 – Remedies

Section 2.09 – Notification of Event of Default

Section 2.10 – Survival of Event of Default

Section 2.11 – Term of Grant Agreement

Section 2.12 – Modification and/or Early Termination of Grant

Section 2.13 – Excess Funds

Article III – USE CONTRACTS

Section 3.01 – General Provisions

Section 3.02 – Initial Term and Renewal

Section 3.03 – Reimbursement of Counterparty

Section 3.04 – Receipt of Monies Under a Use Contract

Article IV – SALE

Section 4.01 – Sale

Section 4.02 – Proceeds of a Sale

Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER

Section 5.01 – State Bond Financed Property

Section 5.02 – Preservation of Tax Exempt Status

Section 5.03 – Changes to G.O. Compliance Legislation or the Commissioner’s Order

Article VI – DISBURSEMENT OF GRANT PROCEEDS

Section 6.01– The Advances

Section 6.02 – Draw Requisitions

Section 6.03 – Additional Funds

Section 6.04 – Conditions Precedent to Any Advance

Section 6.05 – Construction Inspections

Article VII- MISCELLANEOUS

- Section 7.01 – Insurance
- Section 7.02 – Condemnation
- Section 7.03 – Use, Maintenance, Repair and Alterations
- Section 7.04 – Records Keeping and Reporting
- Section 7.05 – Inspections by State Entity
- Section 7.06 – Data Practices
- Section 7.07 – Non-Discrimination
- Section 7.08 – Worker’s Compensation
- Section 7.09 – Antitrust Claims
- Section 7.10 – Review of Plans and Cost Estimates
- Section 7.11 – Prevailing Wages
- Section 7.12 – Liability
- Section 7.13 – Indemnification by the Public Entity
- Section 7.14 – Relationship of the Parties
- Section 7.15 – Notices
- Section 7.16 – Binding Effect and Assignment or Modification
- Section 7.17 – Waiver
- Section 7.18 – Entire Agreement
- Section 7.19 – Choice of Law and Venue
- Section 7.20 – Severability
- Section 7.21 – Time of Essence
- Section 7.22 – Counterparts
- Section 7.23 – Matching Funds
- Section 7.24 – Source and Use of Funds
- Section 7.25 – Project Completion Schedule
- Section 7.26 – Third-Party Beneficiary
- Section 7.27 – Public Entity Tasks
- Section 7.28 – State Entity and Commissioner
Required Acts and Approvals.
- Section 7.29 – Applicability to Real Property and Facility
- Section 7.30 – E-Verification
- Section 7.31 – Additional Requirements

Attachment I – DECLARATION**Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY****Attachment III – SOURCE AND USE OF FUNDS****Attachment IV – PROJECT COMPLETION SCHEDULE****Attachment V – GRANT APPLICATION****Attachment VI – THREE YEAR MAINTENANCE PLAN**

General Obligation Bond Proceeds

Grant Agreement – Construction Grant for the City of Fridley Shade Tree Project under the MN Natural Resources Shade Tree Program

THIS AGREEMENT shall be effective as of February 28th, 2024, and is between City of Fridley, a Home -Rule Charter City (the “Public Entity”), and the Minnesota Department of Natural Resources, Division of Forestry (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a MN Natural Resources Shade Tree (the “State Program”) under the authority granted by Minn. Stat. § 88.82 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ 351,559.00 Three Hundred Fifty-One Thousand, Five Hundred Fifty-Nine Dollars (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Statute §412.221, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. §

16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the City of Fridley Shade Tree Project under the MN Natural Resources Shade Tree Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means Not Applicable, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means December 31, 2027, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means Not Applicable, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold*

interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or ____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Anoka, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were*

left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☒ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☒ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☒ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☐ Renovation of the Facility.
- ☒ Remove and/or plant shade trees on public land as described in the Deliverables..
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which

with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.
- E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may,

at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof..

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances $\leq$ (Program Grant) $\times$ (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair

such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate

that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the

time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due

to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Fridley
7071 University Avenue
Fridley, MN 55432
 Attention: Rachel Workin, Environmental Planner
rachel.workin@fridleymn.gov rachel.workin@fridleymn.gov 763-572-
3594

To the State Entity at:

MN Department of Natural Resources, Forestry Division
500 Lafayette Road
St Paul, MN 55155
 Attention: Valerie McClannahan, Urban and Community Forestry
Coordinator valerie.mcclannahan@state.mn.us 651-259-5283

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
 400 Centennial Office Bldg.
 658 Cedar St.
 St. Paul, MN 55155
 Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Grant Project Deliverables

2023 Shade Tree Program Bonding Grants

City of Fridley Deliverables

Grant Sum Total: \$351,559.00

Grant Parameters

- Planting trees can take place without removal.
- Removals need to be considered a necessary component of replanting.
- Removals conducted on streets and manicured parks must meet a minimum of one tree planted for each tree removed.
- Removals conducted in park woodlands must incorporate replanting at a meaningful rate.
 - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
 - Removals must meet a minimum of one tree planted for five trees removed.

Accomplishment Reports

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (e.g. 1/1/24) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.

A written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

July 1, 2024 Update:
 January 1, 2025 Update:
 July 1, 2025 Update:
 January 1, 2026 Update:
 July 1, 2026 Update:
 January 1, 2027 Update:
 July 1, 2027 Update:
 January 15, 2028 Final Report:

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the application:

Anticipated Accomplishments: Trees Removed: 151 Trees Planted: 151

Project Overview and Need

The City is proposing to utilize this funding to remove poor quality ash trees from parks and right-of-ways (115) and a natural area (25), as well as 11 large non-ash trees in poor condition whose removal have been delayed due to lack of funds. 146 new specimens of diverse tree species will be replanted within park and right-of-way areas and 5 new trees will be replanted in natural areas. In 2016, the City conducted a public tree inventory which found that 20.6% of city-owned trees were green ash. In January 2018, the Fridley City Council approved an Emerald Ash Borer (EAB) Mitigation Plan directing staff to remove and replace poor quality ash trees and treat high quality ash trees in order to preserve the City's community forest while mitigating the impacts of EAB. EAB was confirmed by the Minnesota Department of Agriculture in Fridley in 2019. Since then, City staff have found multiple areas where EAB infestations required immediate removal of hazardous trees. While the City has been removing poor quality ash trees for multiple years though the support of grants such as the DNR's Preparing for Emerald Ash Borer grant, a significant number of poor quality ash trees still remain. Staff have identified the highest priority ash trees based on condition and location for removal under this project. Without this funding, the City will be limited to responding to immediately hazardous trees which is less cost effective and increases the risk to public safety than proactive removal. Additionally, the City will be acquiring Locke Park (approximately 85-acres) from Anoka County in Fall 2023. This park has large number of diseased ash and oak trees which will introduce additional strain into the City's forestry budget. This funding will ensure that the City can address tree disease needs without diverting its existing forestry funds from enhancement and maintenance programs such as the tree sale and pruning. Finally, the grant funding will ensure that all trees are replaced. As proposed in the grant budget, the City is proposing a 1:1 removal:replacement ratio. Work is expected to take place throughout the City, however, all selected trees pose a risk to public safety if not removed due to their proximity to the roadways and recreational spaces. The 65 right-of-way trees were selected as being the poorest quality ash on the City's tree inventory. The City will attempt to replace all trees in their immediate location. If the adjacent property owner does not want a tree, the City will plant the tree in a closely available public space. The

50 park trees were selected as being the poorest quality ash on the City's tree inventory and located in parks scheduled for improvements during the grant time frame. The City will replace these trees in their immediate tree as well as add in additional tree coverage. The 25 natural area trees are located in Locke Park and located along the Rice Creek West Regional Trail in Locke Park. These trees will be replaced with 5 new trees within the natural area. While this project is city-wide, six of the seven census tracts in Fridley shown on the MPCA's Environmental Justice (EJ) map are highlighted as EJ areas based on poverty-level and all are highlighted as EJ areas based on race.

Project Timeline

January 2024, 2025, 2026, 2027: City staff will select a tree removal contractor

January-April 2024: The tree removal contractor will remove 24 trees from City parks, 25 trees from within the Locke Park natural area, and 11 large non-ash trees .

September 2024: The City will replant 43 trees in City parks and streets 5 trees from within the Locke Park natural area.

January-April 2025: The tree removal contractor will remove 52 trees from City park and right of ways.

September 2025: The City will replant 52 trees within City parks and right of ways.

January-April 2026: The tree removal contractor will remove 38 trees from City parks and right of ways.

September 2026: The City will replant 43 within City parks and right of ways

January-April 2027: The tree removal contractor will remove 1 tree from City parks and right of ways.

September 2027: The City will replant 8 trees within City parks and right of ways.

October 2027: The City will coordinate declarations of all planted trees.

-Unless a tree is determined by the City forestry as immediately hazardous, ash tree removal will not take place May-September.

The City will be able to provide the DNR GIS shapefiles as well as photos of tree removals, ground stumps, and replanted trees as needed for reporting purposes on the reporting schedule provided by the DNR.

Project Budget Explanation

Tree removal, tree replacement, and planting supplies are based on similar work conducted by the City in 2023. Tree removal costs include stump grinding and site restoration. 20 gallon trees were selected within city parkland to better withstand vandalism while 10 gallon trees were selected within right-of-ways to maximize the project budget. City labor costs to plant the trees will be provided through the City's forestry budget.

The City acknowledges the competitiveness of this grant. If the full grant allotment is not available, the City is able to adjust its work plan based on available grant funding

Project Impacts on Priority Landscapes and Populations

This project is city-wide; however, six of the seven census tracts in Fridley shown on the MPCA's Environmental Justice (EJ) map are highlighted as EJ areas based on poverty-level and all are highlighted as EJ areas based on race. The Metropolitan Council's Growing Shade Tool shows that Fridley households with lower incomes and higher percentages of people of color as having a lower percentage of tree canopy coverage. The Our Streets Minneapolis map shows a significant portion of Fridley having high

extreme urban heat island effects, making mitigation of EAB and expansion of the urban forest as particularly important. Residents adjacent to right-of-ways where ash trees are being removed and replaced will be provided information on emerald ash borer, the importance of replacing removed ash trees, and the benefits of transitioning to a more diverse urban forest. The City contracts with a language service to provide translation services. Information will be provided on all letters on how to access translation services for residents for whom English is not a primary language or need other accommodations.

Communication

The City will conduct the following minimum outreach activities related to EAB annually between 2024-2027

1. Two newsletter articles covering EAB including ash tree removal and /or the importance of tree replacement, ash tree treatment options, ash tree identification, benefits of planting diverse tree species, etc.
2. Five social media posts
3. Two electronic newsletter posts
4. One letter to property owners adjacent to tree removal prior to removal and one letter to property owners adjacent to tree replanting sites on tree care at the time of planting
7. Distribution of information during at least two outreach events

Additionally, Fridley Public Works Department staff will be available to answer resident questions and conduct site visits.

Key Personnel

Internal Staff for this project include:

Rachel Workin, Environmental Planner will administer the grant including facilitating declarations of improvements. Rachel has worked with the City for six years, during which time she has successfully completed three DNR forestry grants, managed the City's tree sale, and overseen the City's EAB treatment program among other forestry initiatives. Rachel has a Master of Environmental Management from Duke University and previously led community forestry projects as a US Peace Corps Volunteer.

Jeff Jensen, Operations Manager-Parks, serves as the City Forester and oversees a team of nine certified tree inspectors. His team will perform all tree replacements.

Jim Kosluchar, Director of Public Works will provide grant oversight.

External staff include:

Tree removal contractors will conduct tree removal. They will be required to have a City license which includes insurance minimums and participation in the Tree Care Registry, have an ISA-certified arborist on staff, and meet necessary prevailing minimum wage requirements.

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For this community it means grant funds cannot be spent on purchasing:

- *Acer* (maple): 25.0%
- *Fraxinus* (ash): 18.1%
- *Picea* (spruce): 15.9%
- *Quercus* (oak): 11.1%

All trees planted with grant funds are expected to be maintained based on the grantee submitted Three Year Maintenance Plan as submitted and attached to contract. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the grantee.

Trees must be planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Reporting and Preparing for Reimbursement

Accomplishment reports, maps, and declarations and/or certifications of completed work will need to be submitted in order to make an official request for reimbursement. You may wait until the end of your project to submit an official request for reimbursement; however, you will be required to submit the following annually on reporting deadlines as listed above under "Accomplishment Reports" to ensure that you are on track for completing grant accomplishments and securing necessary documentation.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Accomplishment Reports will include grant contract deliverables and their impacts (required biannually, see dates above)
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
- All trees removed, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is $\frac{3}{4}$ - 2 inch caliper bareroot or a container class size #20 or smaller.

To Obtain Reimbursement

All documentation within the above section "Preparing for Reimbursement" will be required to obtain reimbursement. Additionally, you will be required to submit all relevant certifications and/or declarations.

Certifications and Declarations

This grant requires a declaration be recorded against real estate that is purchased or improved with state general obligation bond proceeds. When trees are planted in parks or public-owned properties, a General Obligation Bond Financed Property Declaration must be recorded on the legal description with the County Recorder. The recorded declaration proclaims a property as "Restricted Property," which prevents these properties from being sold, mortgaged, encumbered, or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget for 125% of the useful life of the Restricted Property. The useful life for this grant is 30 years, meaning 125% of that is 37.5 years.

If the grant project involves more than one park or public-owned property, **one declaration can be recorded with multiple legal descriptions** (this means you only pay one filing fee). Consider recording the declaration after all trees have been planted in parks or on public-owned properties, instead of beforehand, since removing a declaration from a legal description requires a written release from the commissioners of Management and Budget and Department of Natural Resources.

For projects or portions of projects that lie within roads, highways or utility or transit corridors, easements or rights-of-way, a waiver appeal can be requested. If approved, the grantee will require a certification in which the grantee acknowledges that the property purchased and/or improved is still state bond financed property and thus subject to certain statutory requirements will suffice in lieu of a declaration.

Certifications and declarations must be submitted **before** requesting reimbursement from DNR.

Please see Attachments 1A, 1B, and 2A. For more information and templates.

Acknowledgment

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This publication made possible through a grant from the Minnesota Department of Natural Resources." OR "This project was conducted in cooperation with the Minnesota Department of Natural Resources."
- Logo is permitted for use and can be obtained by contacting an Urban and Community Forestry Team Member.

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the City of Fridley Shade Tree Project under the MN Natural Resources Shade Tree on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

a City of Fridley,
Home -Rule Charter City

By: _____

Rachel Working, Environmental Planner

Its: Environmental Planner

Dated: _____

And: _____

Its: _____

Dated: _____

And: _____

Its: _____

Dated: _____

STATE ENTITY:

Minnesota Department of Natural Resources, Division
of Forestry,

By: _____

Its: _____

Dated: _____

DS
DE

Attachment I to Grant Agreement**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the "Restricted Property"):

- (Check the appropriate box.)
- ☐ a fee simple title,
- ☐ a lease, or
- ☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ [Insert title of the general obligation grant agreement] between _____ and _____, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ [Insert the name of the State Entity that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

To be determined once Real Property is finalized by Public Entity with the Declaration
(Attachment 1)

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Generic GO Bond Proceeds
Grant Agreement for Program Construction Grants

51 of 58

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

Not Applicable

Attachment V

Shade Tree Program Bonding Grants

2023 Application



Please refer to the Request for Applications (RFA) when completing this application.

Submit this form, along with required attachments, to ucf.dnr@state.mn.us by October 2, 2023.

Checklist:

- ☒ Application Form (filled out, guided by the RFA)
- ☒ Budget Form (Attachment A)
- ☒ 3-Year Tree Maintenance Plan (Attachment B)
- ☒ Species Selection and Stock List (follow guidelines in RFA)

Local Unit of Government (LUG)	City of Fridley
Project Coordinator	Rachel Workin
Coordinator Title	Environmental Planner
Address	7071 University Avenue
City, State, Zip	Fridley, MN, 55432
County	Anoka
Coordinator Email	rachel.workin@fridleymn.gov
Coordinator Phone Number	763-572-3594
Grant Amount Requested	\$351,559.00
Cash Match (refer to RFA for match guidance)	\$0
In-Kind Match	\$0
Total Match (combined In-Kind and Cash Match)	\$351,559.00

Have you received a DNR community forestry grant in the past?

☒ Yes ☐ No ☐ Don't Know

Is this application limited to serving a community, or communities, with populations less than 20,000?

☐ Yes ☒ No

(To encourage applications from smaller communities across Minnesota, points will be awarded to grants that serve communities with populations less than 20,000)

Project Overview and Need (25 points; 2,050 character maximum including spaces) *Provide a summary of the project, why this funding is needed, what project work will not happen without these grant funds, and expected outcomes. This should include a description of the project location (community wide project, specific parks, etc.). A successful application will demonstrate a readiness to take on a project of the proposed scope and size, and will benefit environmental justice priority populations, and focus on significant public safety concerns.*

The City is proposing to utilize this funding to remove poor quality ash trees from right-of-ways (65) City-owned parks (50), and a natural area (25), as well as 11 large non-ash trees in poor condition whose removal have been delayed due to lack of funds. 146 new specimens of diverse tree species will be replanted within park and boulevard areas and 5 new trees will be replanted in natural areas. In 2016, the City conducted a public tree inventory which found that 20.6% of city-owned trees were green ash. In January 2018, the Fridley City Council approved an Emerald Ash Borer (EAB) Mitigation Plan directing staff to remove and replace poor quality ash trees and treat high quality ash trees in order to preserve the City's community forest while mitigating the impacts of EAB. EAB was confirmed by the Minnesota Department of Agriculture in Fridley in 2019. Since then, City staff have found multiple areas where EAB infestations required immediate removal of hazardous trees. While the City has been removing poor quality ash trees for multiple years through the support of grants such as the DNR's Preparing for Emerald Ash Borer grant, a significant number of poor quality ash trees still remain. Staff have identified the highest priority ash trees based on condition and location for removal under this project. Without this funding, the City will be limited to responding to immediately hazardous trees which is less cost effective and increases the risk to public safety than proactive removal. Additionally, the City will be acquiring Locke Park (approximately 85-acres) from Anoka County in Fall 2023. This park has large number of diseased ash and oak trees which will introduce additional strain into the City's forestry budget. This funding will ensure that the City can address tree disease needs without diverting its existing forestry funds from enhancement and

Project Timeline (15 points; 2,600 character maximum including spaces) *Describe the approximate project schedule showing intermediate steps and milestones. A successful timeline will provide specific dates, is easy to comprehend, and will follow best management practices*

January 2024, 2025, 2026, 2027: City staff will select a tree removal contractor

January-April 2024: The tree removal contractor will remove 24 trees from City parks, 25 trees from within the Locke Park natural area, and 11 large non-ash trees .

September 2024: The City will replant 43 trees in City parks and streets 5 trees from within the Locke Park natural area.

January-April 2025: The tree removal contractor will remove 52 trees from City park and right of ways.

September 2025: The City will replant 52 trees within City parks and right of ways.

January-April 2026: The tree removal contractor will remove 38 trees from City parks and right of ways.

September 2026: The City will replant 43 within City parks and right of ways

January-April 2027: The tree removal contractor will remove 1 tree from City parks and right of ways.

September 2027: The City will replant 8 trees within City parks and right of ways.

October 2027: The City will coordinate declarations of all planted trees.

-Unless a tree is determined by the City forestry as immediately hazardous, ash tree removal will not take place May-September.

The City will be able to provide the DNR GIS shapefiles as well as photos of tree removals, ground stumps, and replanted trees as needed for reporting purposes on the reporting schedule provided by the DNR.

Project Budget Explanation (20 points; 2,200 character maximum including spaces)

Provide additional remarks to clarify the budget request. If applicable, provide an explanation of how you are funding portions of your project that are not eligible with grant dollars. A successful budget will provide specific dollar amounts for anticipated use, will be financially realistic and cost effective. Budget will be correctly calculated.

Tree removal, tree replacement, and planting supplies are based on similar work conducted by the City in 2023. Tree removal costs include stump grinding and site restoration. 20 gallon trees were selected within city parkland to better withstand vandalism while 10 gallon trees were selected within right-of-ways to maximize the project budget. City labor costs to plant the trees will be provided through the City's forestry budget.

The City acknowledges the competitiveness of this grant. If the full grant allotment is not available, the City is able to adjust its work plan based on available grant funding

Project Impacts on Priority Populations (20 points; 2,200 character maximum including spaces)

This grant opportunity aligns with state initiatives to reduce disparities in health and environmental quality for diverse populations. A successful proposal will serve and include areas of concern for environmental justice (communities with higher populations of low-income residents and/or people of color, including tribal communities), and the applicant will describe actionable items for these communities.

This project is city-wide; however, six of the seven census tracts in Fridley shown on the MPCA's Environmental Justice (EJ) map are highlighted as EJ areas based on poverty-level and all are highlighted as EJ areas based on race. The Metropolitan Council's Growing Shade Tool shows that Fridley households with lower incomes and higher percentages of people of color as having a lower percentage of tree canopy coverage. The Our Streets Minneapolis map shows a significant portion of Fridley having high extreme urban heat island effects, making mitigation of EAB and expansion of the urban forest as particularly important. Residents adjacent to right-of-ways where ash trees are being removed and replaced will be provided information on emerald ash borer, the importance of replacing removed ash trees, and the benefits of transitioning to a more diverse urban forest. The City contracts with a language service to provide translation services. Information will be provided on all letters on how to access translation services for residents for whom English is not a primary language or need other accommodations.

Communication (10 points; 2,200 character maximum including spaces) *Describe the methods you will use to conduct outreach to citizens about this grant project. A successful communication strategy will use multiple formats that have the potential to reach the public about the use of grant funds and community forest practices.*

The City will conduct the following minimum outreach activities related to EAB annually between 2024-2027

1. Two newsletter articles covering EAB including ash tree removal and /or the importance of tree replacement, ash tree treatment options, ash tree identification, benefits of planting diverse tree species, etc.
2. Five social media posts
3. Two electronic newsletter posts
4. One letter to property owners adjacent to tree removal prior to removal and one letter to property owners adjacent to tree replanting sites on tree care at the time of planting
7. Distribution of information during at least two outreach events

Additionally, Fridley Public Works Department staff will be available to answer resident questions and conduct site visits.

Key Personnel (10 points; 2,200 character maximum including spaces) *Please list all certifications and education degrees for staff or contractors involved in the project. Describe the duties internal staff will conduct, and any work that will be contracted out, or the partnerships you will leverage to complete tasks. Include key personnel and their past experience with similar tasks. If you expect to contract work out, describe requirements you will have for contractors.*

Internal Staff for this project include:

Rachel Workin, Environmental Planner will administer the grant including facilitating declarations of improvements. Rachel has worked with the City for six years, during which time she has successfully completed three DNR forestry grants, managed the City's tree sale, and overseen the City's EAB treatment program among other forestry initiatives. Rachel has a Master of Environmental Management from Duke University and previously led community forestry projects as a US Peace Corps Volunteer.

Jeff Jensen, Operations Manager-Parks, serves as the City Forester and oversees a team of nine certified tree inspectors. His team will perform all tree replacements.

Jim Kosluchar, Director of Public Works will provide grant oversight.

External staff include:

Tree removal contractors will conduct tree removal. They will be required to have a City license which includes insurance minimums and participation in the Tree Care Registry, have an ISA-certified arborist on staff, and meet necessary prevailing minimum wage requirements.



Attachment VI to Grant Agreement

3-Year Tree Maintenance Plan Template for Newly Planted Trees

Item 9.

LUG: City of Fridley

Year and Season of Planting: 2024-2027

Project Coordinator: Rachel Workin

Phone: 763-572-3594

Email: rachel.workin@fridleymn.gov

of Trees to be Planted: 151

Size (caliper for deciduous, height for conifers): approximately 1"-2"

Type of Stock to be Planted (Bare root, etc.): #10 and #20 gallon containers

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

The City will be responsible for all pruning, management of general tree health, and removal and replacement if needed. The City will be responsible for watering and mulch replacement of trees in parks and natural areas. The adjacent property owner will be responsible for watering and mulch replacement for trees planted in right-of-ways.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

Private property owners will be provided maintenance information before and after the tree is planted including how to water and replace mulch. The City will also put maintenance information on its website and share information through City communication channels. The City has nine certified tree inspectors who are able to do site inspections.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

The Fridley Public Works Department has nine certified tree inspectors on staff. These staff members will regularly inspect the trees to ensure tree health.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

All trees will be planted with a tree watering bag which will be left with the tree. For trees in public right-of-ways, the adjacent property owner will be provided information on proper tree watering before and after the tree is planted including when to fill the bag as well as seasonal removal and replacement of the bag for the first three years of the tree's life with the direction that trees should be watered weekly when the ground is thawed, unless it has rained 1 inch in a week. The City's Public Works department will water trees in parks and natural areas and has a watering truck to perform these tasks.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

All trees will be mulched at the time of planting by an employee of the Public Works department trained in not mounding the mulch. Property owners adjacent to trees planted in public right-of-ways will receive information on how to correctly add additional mulch. City staff will monitor mulch and replace as needed for trees planted within parks and right-of-ways.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Trees will not be staked unless it is determined to be necessary by one of the City's certified tree inspectors.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

The trees will be inspected by a certified tree inspector. If pruning or tree removal and replacement is needed, the tree inspector will coordinate

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

All newly planted trees will be planted following recommended spacing guidelines accounting for utilities, snow plows, etc. All newly planted trees will be protected with a rodent guard. Tree species will be selected for hardiness including salt tolerance depending on location.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

The City Public Works department conducts regular inspections of trees and prunes as needed. Residents can also submit a tree inspection or tree care request online or over the phone.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

The City has a wholesale account which allows the City to purchase trees at a reduced cost; however, the wholesale account does not include a warranty. In order to obtain a one year warranty the City would need to purchase the trees at the residential rate which can be 40-50% more. In lieu of a one-year warranty, the City would inspect and replace at its own cost any trees are not surviving at the end of the project grant agreement from the City's forestry budget.



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer
 Melissa Moore, City Clerk/Communications Manager
 Paul Bolin, Assistant Executive Director HRA

Title

Resolution No. 2024-31, Approving the City of Fridley Housing Improvement Area Policy

Background

Minnesota State Statutes 428A.11-428A.21 allow the City to establish a Housing Improvement Area (HIA) to assist condominium or townhome associations in making improvements and allows cities to establish policies and procedures that enable efficient administration of HIAs. With input from the City's Attorney and Municipal Advisor, City staff have drafted the City's HIA for Council review and consideration of formal adoption. The draft policy was reviewed with City Council at the February 26th Conference Meeting.

Financial Impact

There's no financial impact by approving the HIA Policy. The policy provides guidelines for City staff to facilitate a HIA application and establishes requirements for organizations that submit an application to the Council for consideration. The intent is to establish clear procedures and support a process that is transparent, timely and thorough.

Recommendation

Staff recommend the approval of Resolution No. 2024-31, Approving the City of Fridley Housing Improvement Area Policy.

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. 2024-31
- Housing Improvement Area Policy

Vision Statement

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

Resolution No. 2024-31

Approving the City of Fridley Housing Improvement Area Policy

Whereas, pursuant to Minnesota Statutes §§ 428A.11-428A.21 (HIA Act) the City of Fridley (City) may establish a Housing Improvement Area (HIA) to assist condominium or townhome associations make improvements to common areas; and

Whereas, the HIA Act allows cities to establish procedures that enable efficient administration of HIAs, if they comply the Act; and

Whereas, the Fridley City Charter § 6.02 directs the City Manager to recommend to the Fridley City Council (Council) any measure they deem necessary for the efficient administration of City affairs; and

Whereas, at the direction of the City Manager, the Assistant Executive Director of the Housing and Redevelopment Authority, the Finance Director and the City Clerk drafted the City's HIA Policy for the Council's review; and

Whereas, the Council reviewed the City's HIA Policy at its February 26, 2024 Conference Meeting.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the City of Fridley HIA Policy.

Passed and adopted by the City Council of the City of Fridley this 11th day of March, 2024.

Scott Lund – Mayor

Attest:

Melissa Moore – City Clerk

HOUSING IMPROVEMENT AREA POLICY



Purpose

Pursuant to Minnesota Statutes (M.S.) §§ 428A.11-428A.21 (HIA Act), the City of Fridley (City) may establish a Housing Improvement Area (HIA) to assist condominium or townhome associations make improvements to common areas. The City's HIA Policy (Policy) provides guidelines for City staff to facilitate a HIA application and establishes requirements for organizations that submit a HIA application to the Fridley City Council (Council) for consideration. The City has authored this Policy to establish clear procedures and support a process that is transparent, timely and thorough.

Within an HIA, the City may lend funds to a homeowners association or similar common interest community (Association) for the purpose of funding the cost of improvements made to common elements of their property(s). The City may levy fees and assessments, including interest, to fund improvements. The City may lend funds to the Association from available city cash or proceeds from the City's issuance of bonds.

Definitions

Authority: Organization authorized by State law to exercise the powers granted to it by State law, in this circumstance, the City.

Housing Improvement Area: A defined area within the City where housing improvements are made or constructed and the costs of the improvements are paid in whole or in part from fees imposed within the area.

Housing Unit: One-dwelling unit that is occupied by a person or family for use as a residence.

Implementing entity: Organization authorized by State law to create an enabling ordinance for implementing and administering a HIA, in this circumstance, the City of Fridley.

Owner: Individual or corporations shown on the records of the County Auditor.

Petition: Written request of housing unit owners requesting the Council create a HIA.

Veto: Written objection of housing unit owners requesting the Council veto an approved HIA.

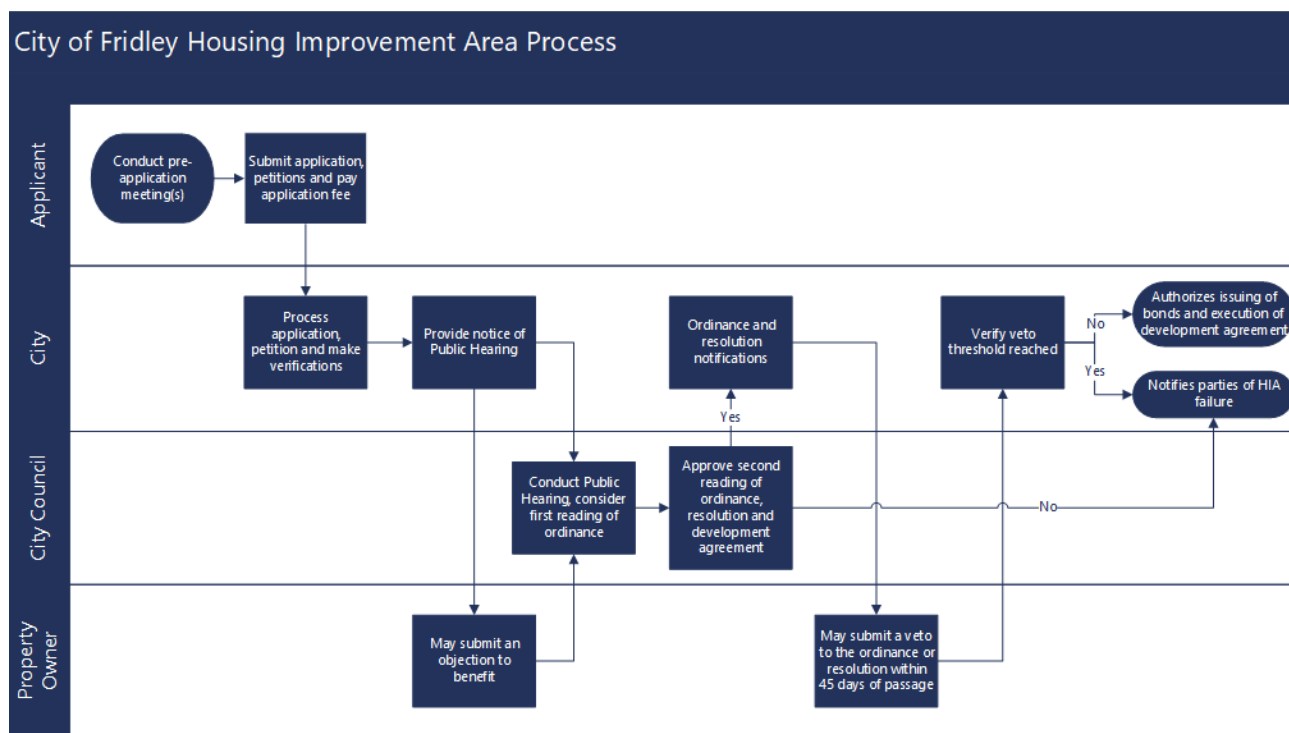
Process

State law authorizes the City to establish HIAs and provides some general requirements. Very broadly, the process involves two steps and includes options for impacted property owners to object or veto the project:

1. Adoption of an ordinance by the City after a duly noticed public hearing that will designate the area, establish the improvements to be made and determine the basis for imposing a fee; and
2. Adoption of a resolution by the City after a duly noticed public hearing to set the fees in the amount necessary to produce the revenue required to pay for the improvements.

The adoption of an ordinance and a resolution are subject to a veto or objection by property owners.

Beyond the two requirements listed above, it is at the City's discretion to create administrative processes to support the HIA application. A visual representation of the City's process is detailed below.



Requirements

By applying for a HIA, the owners within the association agree to the following:

1. Must use City's choice of Bond Counsel, Municipal Advisor and any other applicable consultants or vendors.

2. Disbursements of bond/loan proceeds must be made through an escrow agent to be approved by the City.
3. Payment of non-refundable \$10,000 application fee. In addition, the HIA must pay all additional fees incurred by the City in excess of \$10,000 in connection with the creation of the HIA including but not limited attorneys' fees and fees of the City's municipal advisor.
4. Payment of an administrative fee to the City that is equal to 1% of the loan/bond amount upon successful closing.
5. The City will review the performance and level of outstanding debt of previous HIAs and impact on City's ability to issue debt prior to recommending approval of additional HIA debt.
6. The bond issued must be at least \$250,000. Other City sources may be used at the discretion of the City.
7. If approved, the association located within the HIA must submit a copy of its audited financial statements to the City Manager or their designee by August 15 each year.
8. The association must enter into a development agreement with the City. The agreement may include the following elements:
 - (a) Establishment of a reserve fund.
 - (b) Requirement to cover any bond debt service shortfalls.
 - (c) Annual reporting requirements.
 - (d) Conditions of disbursement.
 - (e) Limitations on prepayment of fees.
 - (f) Other covenants and requirements of the Association.

Application

An application for the City to consider creating a HIA is required. Failure to include any required element of the application may be grounds for dismissal or denial. Applications are required to be submitted to the Assistant Executive Director of the HRA by emailing HRA@FridleyMN.gov.

In addition to the completed application, the following items are required by the City for consideration:

- Petition with signatures from at least 60% of owners;
- Evidence that the association has had meetings with property owners about the proposed financing;
- Letters or other documentation showing efforts to secure private financing;
- Association bylaws and declaration;

- Information provided to association members on HIA financing, including estimates of the fee per owner, an amortization schedule showing estimated payments, how the payments are to be made and the interest rate being charged;
- Audited financial statements for previous two years;
- Certificate of Good Standing from the Office of the Secretary of State;
- Adopted financial plan, verified for accuracy by a third party acceptable to the City, identifying how maintenance and operation of the common elements will be paid for and long-range plan/reserve study to conduct and finance future capital improvements;
- Project cost estimates and concept plans as prepared by a qualified firm;
- Legal description(s) of the property subject to the HIA; and
- \$10,000 non-refundable application fee.

These documents must be submitted electronically. If needed, the City will provide access to a file sharing service.

Petitions Required

No HIA application will be accepted unless accompanied by petitions signed by 60% of housing units that would be subject to fees in the proposed. All owners of a property must submit individual petitions. Only if all owners of a property submit a petition will it be counted. The petition must describe the proposed project to be financed and a proposed not to exceed amount for project costs.

The City's required petition is attached. All petitions must be submitted by an individual property owner either electronically to CityClerk@FridleyMN.gov or hand-delivered in person at Fridley City Hall. Petitions may not be collected and delivered to the City by groups or individuals collecting petitions on behalf of others

Notifications

State law outlines several required notifications to owners within the HIA before the City takes official action. The City will facilitate the following notifications:

- Public Hearing Notice in the City's Official Publication, posted to the City's website and mailed to property owners
- Summary of Ordinance published in the City's Official Publication
- Summary of Ordinance and final resolution and notice of property owners' right to veto and mailed to property owners.

Ordinance

The Council will consider an ordinance to establish a HIA following the requirements for ordinance procedures established in the Fridley City Charter and in the HIA Act, and only if all elements of a HIA application are complete. An ordinance will be crafted in collaboration with the City Attorney and consultants. The ordinance may not be adopted until a public hearing has been held regarding the ordinance and the ordinance has been read at two Council meetings. After a public hearing the ordinance may be adopted at any time within six months after the public hearing and by a majority

vote of the Council. Within five days after adoption of an ordinance, a summary of the ordinance and resolution will be mailed to the owner of each unit. The notice will inform owners of their right to veto the ordinance or resolution by filing the required Veto form before the effective date of the ordinance.

Public Hearing

Prior to the Council approving a HIA ordinance or fee resolution, the Council will hold a public hearing to take comments. Notice of the hearing will be posted in the Official Publication, posted to the City's website and mailed to property owners within the HIA. The notice will identify all affected properties and include a list of the improvements to be made in the area and conform with the requirements of the HIA Act.

Objection to Benefit

Before the ordinance is adopted, the owner of a unit within the HIA may file a written objection with the City Clerk objecting that the owner's property should be included in the HIA, or not subject to a fee based on reasoning that the property would not benefit from the improvements. The Council will decide on the objection within 60 days of its filing.

Fee Resolution

The fee resolution will be crafted in collaboration with the City Attorney and the City's municipal advisor. Within six months of the public hearing, the Council may adopt a resolution imposing a fee within the HIA not exceeding the amount expressed in the notice of public hearing. Within five days after adoption of an ordinance, a summary of the ordinance and resolution will be mailed to the owner of each unit. The notice will inform owners of their right to veto the ordinance or resolution by filing the required Veto form before the effective date of the ordinance.

Collecting Fees

The City will collect fees for the HIA pursuant to M.S. § 428A.05.

Veto

Within 45 days of approval of a HIA ordinance and fee resolution, owners subject to a HIA fee have a right to veto the ordinance or resolution by filing a Veto to the City Clerk. All vetoes must be submitted by an individual property owner either electronically to CityClerk@FridleyMN.gov or hand-delivered in person at Fridley City Hall.

Vetoes may not be collected and delivered to the City by groups or individuals collecting vetoes on behalf of others. All vetoes must be submitted by individual owners on their own behalf. Submitting a veto does not rescind or repeal a petition. A veto will be counted if any owner of a unit submits a veto.

A successful veto requires 45% or more of the housing units or 45% or more of the housing units' tax capacity in the area file an objection to the ordinance or resolution with the City Clerk.

Verifications

To ensure the accuracy and integrity of petitions or vetoes filed with the City, staff will:

1. Count the number of petitions or vetoes submitted
2. Verify the signer of a petition or veto is listed with the County as the owner of record
3. Attempt to call or email the signers of a petition or veto to confirm they signed the petition or veto.

Financing Improvements

Pursuant to M.S. Chapter 428A, the Council has sole discretion to use any allowable sources available to the City, including the issuance of bonds to finance improvements.

Questions

If you have questions about the information shared in this Policy, please contact a member of the Finance Department at 763-572-3520 or the Housing and Redevelopment Authority at 763-572-3591.



HIA APPLICATION

Pursuant to Minnesota Statutes §§ 428A.11 to 428A.21, the City of Fridley (City) may establish a Housing Improvement Area (HIA) in which common area improvements for a condominium or townhome association are made and the costs of the improvements are paid in whole or in part from fees imposed within that area. Eligible improvements may include, but are not limited to, roofing, siding, landscaping and roadways, as well as any other improvements approved by the City. Before completing this application, interested entities should contact the City.

Association Information

Legal Name: _____

Mailing Address: _____

Primary Contact: _____

Contact Phone: _____ Contact Email: _____

Name of Management Company: _____

Management Company Contact: _____

Contact Phone: _____ Contact Email: _____

Project Information

Please provide a summary of the proposed project, including a timeline with significant project dates. Please attach additional information, as needed.

Approved: [Month, Year]

Project Costs

Please indicate the amount of financing requested and list all activities and improvements to be funded by the HIA. Please attach additional information, as needed.

What is the total amount of HIA financing requested?

Line No.	Activity or Improvement	Estimated Budget
1		\$
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
Total		\$

Please describe any other financial resources the association plans to commit to the proposed improvements (e.g., cash, grants, donations).

Please explain why HIA financing would be necessary to accomplish the proposed improvements:

Approved: [Month, Year]

Housing Improvement Area Financing

What City goals will be addressed by the proposed improvements? (please check all that apply)

- | | |
|--|--|
| ☐ Neighborhood revitalization/stabilization | ☐ Correct building code violations |
| ☐ Upgrade existing housing stock | ☐ Improve livability of housing stock |
| ☐ Prevent loss to City tax base | ☐ Stabilize/increase owner occupied units |
| ☐ Maintain/obtain FHA mortgage eligibility | |

What is the proposed term of the HIA financing (20 years is the maximum)? _____ years.

How does the association propose the fee associated with the HIA financing be charged to the affected property owners? The proposed apportionment of the fees must comply with the HIA Act.

- | | |
|---|---|
| ☐ Equally among all properties | ☐ Other (e.g., based on unit size/valuation) |
|---|---|

Are there any properties within the HIA that should be exempt from the Fee? ☐ Yes ☐ No

If yes, please explain:

Please describe how HIA funding will resolve current funding issues and the previous measures taken by the association to address potential future funding issues.

Please explain why HIA financing is necessary to undertake the project (attach any documentation regarding efforts to secure private financing).

Other

Please provide any other comments or information about the proposed improvements.

Required Documentation

For this application to be reviewed, please provide the following:

1. Petition with signatures from at least 60% of owners
2. Letters or other documentation showing efforts to secure private financing;
3. Association bylaws and declaration;
4. Information provided to association members on HIA financing;
5. Audited financial statements for previous two years;
6. Certificate of Good Standing from the Office of the Secretary of State;
7. Adopted financial plan, verified for accuracy by a third party acceptable to the City, identifying how maintenance and operation of the common elements will be paid for and long-range plan/reserve study to conduct and finance future capital improvements;
8. Project cost estimates and concept plans as prepared by a qualified firm;
9. Legal description(s) of the property subject to the HIA; and
10. \$10,000 non-refundable application fee.

Documents should be emailed to HRA@FridleyMN.gov. If needed, the City will provide access to a file sharing service.

Acknowledgement

By signing this application, the association hereby agrees to the following:

1. I have read and will abide by all the requirements of the City for taxable bond financing. I will also commit all contractors, subcontractors and any other major contributors to the project to all segments applicable to them.
2. All information submitted in this application, including all addenda, is true and correct.
3. The data provided on this form will be used by the City to evaluate an application for financial assistance through a HIA. I understand that this data may be subject to disclosure in accordance with the Minnesota Government Data Practices Act. You are not required to provide the information requested in this application, but the City will not process an application without all requested information.

Approved: [Month, Year]

4. The association assumes responsibility for all costs involved in the review of this application, the creation of a HIA, and any other costs generally associated with the completion of any housing improvements. These costs may include but are not limited to costs associated with engaging Bond Counsel, a Financial Advisor, the City Attorney(s), consulting architects and engineers, and all costs involved with the issuance of the bonds to finance the project.
5. That the City reserves the right to deny final approval, regardless of any preliminary approval or acceptance of this application.
6. That the undersigned individual represents and warrants that they are authorized to execute this application on behalf of the association described above.

Signature

Date

Printed Name

Title

HOUSING IMPROVEMENT AREA PETITION



I, the undersigned owner(s) of a housing unit located at _____, that would be subject to the fee in the proposed Housing Improvement Area (HIA), hereby request the City Council to conduct public hearings to consider the establishment of the HIA and the imposition of a fee to pay for housing improvements pursuant to Minnesota Statutes §§ 428A.11-21.

All petitions must be submitted by an individual property owner either electronically to CityClerk@FridleyMN.gov or hand-delivered in person at Fridley City Hall. Petitions may not be collected and delivered to the City by groups or individuals collecting petitions on behalf of others.

Project Description and Cost

[Homeowners' Association to insert description of proposed improvements and not to exceed project cost amount]

Owner Information

All owners of a property must submit individual petitions. Only if all owners of a property submit a petition will it be counted. City staff will contact the person signing this form to verify eligibility.

Date: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

The data provided on this form will be used by the City to verify eligibility for a HIA. I understand that this data may be subject to disclosure in accordance with the Minnesota Government Data Practices Act.

Approved: [Month, Year]

HOUSING IMPROVEMENT AREA VETO



I, the undersigned owner(s) of a housing unit located at _____, object to the ordinance adopted by the City Council of the City of Fridley creating a Housing Improvement Area (HIA) and the resolution adopted by the City Council assessing fees against the owners.

This objection is provided in accordance with Minnesota Statutes § 428A.18, subd. 2.

All vetoes must be submitted by an individual property owner either electronically to CityClerk@FridleyMN.gov or hand-delivered in person at Fridley City Hall. Vetoes may not be collected and delivered to the City by groups or individuals collecting vetoes on behalf of others.

Owner Information

Owners of a property may submit individual vetoes. If there are multiple owners of a unit, the City will count a veto if any property owner files a veto. City staff will contact the person signing this form to verify eligibility.

Date: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

The data provided on this form will be used by the City to verify eligibility for a HIA. I understand that this data may be subject to disclosure in accordance with the Minnesota Government Data Practices Act.

Approved: [Month, Year]



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council Meeting

Submitted By: Ryan George, Public Safety Director

Title

Resolution No. 2024-33, Approving the City of Fridley's Emergency Operations Plan (EOP) and Continuity of Operations (COOP)

Background

The City of Fridley's Emergency Operations Plan (EOP) serves as a guide for emergency operations. It is intended to assist key City officials and emergency organizations in carrying out their responsibilities for the protection of life and property under a wide range of emergency conditions.

Continuity of Operations (COOP) is a vital component of the EOP. COOP is an effort within individual executive departments and agencies to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies. Continuity planning facilitates the performance of executive branch essential functions during all-hazards emergencies or other situations that may disrupt normal operations.

The EOP and COOP documents contain data that is classified by Minnesota Statutes §13.37 subd. 1(a) as "private" and therefore may not be released publicly. The EOP and COOP will be provided to City employees and elected officials who have an identified need for access to the data and will not be included in the publicly available City Council packet. The EOP and COOP were discussed at the February 26 City Council Conference meeting and were recommended for adoption at the March 11 City Council meeting.

Recommendation

Staff recommend the approval of Resolution No. 2024-33, Approving the City of Fridley's Emergency Operations Plan (EOP) and Continuity of Operations (COOP).

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. 2024-33
- Emergency Operations Plan (in Private Agenda Packet - contains security information)
- Continuity of Operations (in Private Agenda Packet - contains security information)
- Summarized Explanation of Changes to EOP (in Private Agenda Packet - contains security information)

Vision Statement

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

Resolution No. 2024-33**Approving the City of Fridley Emergency Operations Plan (EOP) and Continuity of Operations (COOP)**

Whereas, Fridley City Code § 303.04 states that the Emergency Management Director shall prepare a comprehensive emergency plan for the emergency preparedness of the City; and

Whereas, the emergency plan shall be presented to the City Council for its approval; and

Whereas, the City's Emergency Operations Plan (EOP) and Continuity of Operations (COOP) were last updated in 2011; and

Whereas, Public Safety staff completed a comprehensive review and update of the EOP and COOP; and

Whereas, City Council approval is required prior to final adoption of the updated EOP and COOP.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the City's Emergency Operations Plan (EOP) and Continuity of Operations (COOP).

Passed and adopted by the City Council of the City of Fridley this 11th day of March, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2024-32, Approving Claims for the Period Ending March 6, 2024

Background

Attached is Resolution No. 2024-32 and the claims report for the period ending March 6, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-32, Approving Claims for the Period Ending March 6, 2024.

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. 2024-32
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-32
Approving Claims for the Period Ending March 6, 2024

Whereas, Minnesota Statute § 412.271 generally requires the City Council to review and approve claims for goods and services prior to the release of payment; and

Whereas, a list of such claims for the period ending March 6, 2024, was reviewed by the City Council.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the payment of the claims as presented.

Passed and adopted by the City Council of the City of Fridley this 11th day of March, 2024.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 12.

Bank Transaction Report

Transaction Detail

Issued Date Range: 02/22/2024 - 03/06/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
03/01/2024		DFT0004856	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,973.83
03/01/2024		DFT0004857	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,215.53
03/01/2024		DFT0004858	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-19,958.74
03/01/2024		DFT0004859	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4,859.82
03/01/2024		DFT0004860	HEALTH PARTNERS	Accounts Payable	Outstanding	Bank Draft	-6,906.44
03/01/2024		DFT0004861	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-374.40
03/01/2024		DFT0004863	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4,416.71
03/01/2024		DFT0004864	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-2,810.66
03/01/2024		DFT0004865	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-46,840.28
03/01/2024		DFT0004866	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
03/01/2024		DFT0004867	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-68,730.02
03/01/2024		DFT0004868	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-125.00
03/01/2024		DFT0004869	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-2,550.00
03/01/2024		DFT0004870	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-600.00
03/01/2024		DFT0004871	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-5,419.81
03/01/2024		DFT0004872	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-950.00
03/01/2024		DFT0004873	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-44,245.18
03/01/2024		DFT0004874	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-16,990.62
03/01/2024		DFT0004875	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-25,137.08
03/01/2024		DFT0004876	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-53,790.86
03/01/2024		DFT0004877	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Bank Draft	-21,547.12
Bank Draft Total: (21)							-329,606.56
Check							
02/28/2024		203737	ABM EQUIPMENT & SUPPLY	Accounts Payable	Outstanding	Check	-947.53
02/28/2024		203738	ALL TRAFFIC SOLUTIONS	Accounts Payable	Outstanding	Check	-8,027.50
02/28/2024		203739	AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-40.78
02/28/2024		203740	ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-950.00
02/28/2024		203741	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-395.38
02/28/2024		203742	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-2,109.65
02/28/2024		203743	ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	-114.02
02/28/2024		203744	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-550.67
02/28/2024		203745	BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-23.06
02/28/2024		203746	BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	-993.26
02/28/2024		203747	BOB'S PRODUCE RANCH	Accounts Payable	Outstanding	Check	-26.35
02/28/2024		203748	BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-1,314.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
02/28/2024		203749	BREDEMUS HARDWARE CO INC	Accounts Payable	Outstanding	Check	-20,261.60
02/28/2024	02/28/2024	203750	BRODHAG, BRANDON	Accounts Payable	Pending Clear	Check	-100.50
02/28/2024		203751	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-5,083.29
02/28/2024		203752	CENTURY LINK	Accounts Payable	Outstanding	Check	-69.74
02/28/2024		203753	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-1,176.60
02/28/2024		203754	DALCO	Accounts Payable	Outstanding	Check	-4,840.49
02/28/2024		203755	DELEGARD TOOL CO	Accounts Payable	Outstanding	Check	-411.21
02/28/2024		203756	DERO	Accounts Payable	Outstanding	Check	-2,214.12
02/28/2024		203757	EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	-149.34
02/28/2024		203758	FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-253.62
02/28/2024		203759	FLUID INTERIORS LLC	Accounts Payable	Outstanding	Check	-132.32
02/28/2024		203760	FRIDLEY COMMUNITY EDUCATION	Accounts Payable	Outstanding	Check	-437.50
02/28/2024		203761	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-59.28
02/28/2024		203762	HART'S AUTO SUPPLY	Accounts Payable	Outstanding	Check	-2,220.00
02/28/2024		203763	HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-9,738.64
02/28/2024		203764	INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-511.08
02/28/2024		203765	KRAUS-ANDERSON CONSTRUCTION COMPANY	Accounts Payable	Outstanding	Check	-28,449.42
02/28/2024		203766	LRG TECHNOLOGIES LLC/MOBILE PRO SYSTEMS	Accounts Payable	Outstanding	Check	-12,872.00
02/28/2024		203767	MALONE, TOM	Accounts Payable	Outstanding	Check	-505.60
02/28/2024		203768	MARQUARDT, JENNIE	Accounts Payable	Outstanding	Check	-100.00
02/28/2024		203769	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-144.75
02/28/2024		203770	METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-220.00
02/28/2024		203771	METRO VOLLEYBALL OFFICIALS ASSOCIATION	Accounts Payable	Outstanding	Check	-1,394.00
02/28/2024		203772	MINN DEPT OF HEALTH	Accounts Payable	Outstanding	Check	-20,458.00
02/28/2024		203773	MINN DEPT OF PUBLIC SAFETY-DVS RENEWALS	Accounts Payable	Outstanding	Check	-19.25
02/28/2024		203774	NARDINI FIRE EQUIPMENT CO	Accounts Payable	Outstanding	Check	-785.00
02/28/2024		203775	ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-557.00
02/28/2024		203776	SHORT ELLIOTT HENDRICKSON INC	Accounts Payable	Outstanding	Check	-155.00
02/28/2024		203777	STREICHER'S	Accounts Payable	Outstanding	Check	-764.98
02/28/2024		203778	TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-580.00
02/28/2024		203779	TRI-STATE BOBCAT INC	Accounts Payable	Outstanding	Check	-22,441.72
02/28/2024		203780	ULINE	Accounts Payable	Outstanding	Check	-190.69
02/28/2024		203781	USA BLUEBOOK	Accounts Payable	Outstanding	Check	-763.26
02/28/2024		203782	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-480.12
03/01/2024		203731	CHARLES SCHWAB TRUST BANK	Accounts Payable	Outstanding	Check	-990.00
03/01/2024		203732	FRIDLEY POLICE ASSOCIATION	Accounts Payable	Outstanding	Check	-208.00
03/01/2024		203733	LAW ENFORCEMENT LABOR SERVICES	Accounts Payable	Outstanding	Check	-3,122.46
03/01/2024		203734	LEGALSHIELD	Accounts Payable	Outstanding	Check	-439.75
03/01/2024		203735	MINN CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Check	-511.76
03/01/2024		203736	NCPERS MINNESOTA-478000	Accounts Payable	Outstanding	Check	-656.00
03/01/2024		203783	POSTMASTER	Accounts Payable	Outstanding	Check	-3,000.00
03/01/2024	02/28/2024	31	31	Payroll	Cleared	Check	0.00
03/05/2024		203784	56 BREWING LLC	Accounts Payable	Outstanding	Check	-580.33

Bank Transaction Report

Issued Date Number

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/05/2024		203785	AM CRAFT SPIRITS SALES	Accounts Payable	Outstanding	Check	-602.25
03/05/2024		203786	AMERICAN BOTTLING COMPANY	Accounts Payable	Outstanding	Check	-743.60
03/05/2024		203787	ARTISAN BEER COMPANY	Accounts Payable	Outstanding	Check	-7,429.00
03/05/2024		203788	BELLBOY CORPORATION	Accounts Payable	Outstanding	Check	-8,712.23
03/05/2024		203789	BOURGET IMPORTS	Accounts Payable	Outstanding	Check	-732.00
03/05/2024		203790	BREAKTHRU BEVERAGE BEER LLC	Accounts Payable	Outstanding	Check	-66,567.22
03/05/2024		203791	BREAKTHRU BEVERAGE WINE & SPIRITS	Accounts Payable	Outstanding	Check	-25,558.84
03/05/2024		203792	CAPITOL BEVERAGE SALES	Accounts Payable	Outstanding	Check	-32,759.47
03/05/2024		203793	CLEAR RIVER BEVERAGE	Accounts Payable	Outstanding	Check	-1,856.55
03/05/2024		203794	COCA-COLA DISTRIBUTION	Accounts Payable	Outstanding	Check	-1,572.49
03/05/2024		203795	DUAL CITIZEN BREWING CO	Accounts Payable	Outstanding	Check	-260.00
03/05/2024		203796	HOHENSTEINS INC	Accounts Payable	Outstanding	Check	-6,032.85
03/05/2024		203797	INSIGHT BREWING COMPANY	Accounts Payable	Outstanding	Check	-553.82
03/05/2024		203798	JOHNSON BROTHERS LIQUOR	Accounts Payable	Outstanding	Check	-58,362.91
03/05/2024		203799	LOMPIAN WINES LLC	Accounts Payable	Outstanding	Check	-622.79
03/05/2024		203800	MATTSON ICE	Accounts Payable	Outstanding	Check	-568.35
03/05/2024		203801	MAVERICK WINE COMPANY	Accounts Payable	Outstanding	Check	-680.50
03/05/2024		203802	MEGA BEER LLC	Accounts Payable	Outstanding	Check	-433.72
03/05/2024		203803	MODIST BREWING CO LLC	Accounts Payable	Outstanding	Check	-367.67
03/05/2024		203804	MOOSE LAKE BREWING COMPANY	Accounts Payable	Outstanding	Check	-234.00
03/05/2024		203805	OLD WORLD BEER	Accounts Payable	Outstanding	Check	-1,186.00
03/05/2024		203806	OLD WORLD CANNING COMPANY INC	Accounts Payable	Outstanding	Check	-316.44
03/05/2024		203807	PAUSTIS WINE COMPANY	Accounts Payable	Outstanding	Check	-2,309.00
03/05/2024		203808	PEPSI BEVERAGES CO	Accounts Payable	Outstanding	Check	-683.40
03/05/2024		203809	PHILLIPS WINE & SPIRITS	Accounts Payable	Outstanding	Check	-15,438.37
03/05/2024		203810	PRYES BREWING	Accounts Payable	Outstanding	Check	-621.00
03/05/2024		203811	QUALITY REFRIGERATION SERVICE	Accounts Payable	Outstanding	Check	-362.22
03/05/2024		203812	RED BULL DISTRIBUTION	Accounts Payable	Outstanding	Check	-455.12
03/05/2024		203813	SMALL LOT MN	Accounts Payable	Outstanding	Check	-261.08
03/05/2024		203814	SOUTHERN WINE / SOUTHERN GLAZERS	Accounts Payable	Outstanding	Check	-17,822.69
03/05/2024		203815	SP3 LLC - PEQUOD DISTRIBUTING	Accounts Payable	Outstanding	Check	-2,752.83
03/05/2024		203816	UNMAPPED BREWING CO	Accounts Payable	Outstanding	Check	-100.00
03/05/2024		203817	URBAN GROWLER BREWING COMPANY LLC	Accounts Payable	Outstanding	Check	-280.00
03/05/2024		203818	VINOCOPIA INC	Accounts Payable	Outstanding	Check	-2,365.02
03/05/2024		203819	WINE COMPANY	Accounts Payable	Outstanding	Check	-857.75
03/05/2024		203820	WINE MERCHANTS	Accounts Payable	Outstanding	Check	-235.12
03/05/2024		203821	WINEBOW	Accounts Payable	Outstanding	Check	-1,641.00
03/05/2024		203822	WOODEN SHIP BREWING CO	Accounts Payable	Outstanding	Check	-51.81
03/05/2024		203823	Z WINES USA	Accounts Payable	Outstanding	Check	-283.00
03/06/2024		203824	24RESTORE INC	Accounts Payable	Outstanding	Check	-556.03
03/06/2024		203825	ACOUSTICS ASSOCIATES INC	Accounts Payable	Outstanding	Check	-28,082.00
03/06/2024		203826	ADVANCE AUTO PARTS / CARQUEST	Accounts Payable	Outstanding	Check	-15.91
03/06/2024		203827	ANOKA COUNTY PROP RECORDS/TAXATION	Accounts Payable	Outstanding	Check	-46.00

Bank Transaction Report

Issued Date Number

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/06/2024		203828	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-595.36
03/06/2024		203829	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-142.14
03/06/2024		203830	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-406.15
03/06/2024		203831	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-689.00
03/06/2024		203832	BNSF RAILWAY COMPANY	Accounts Payable	Outstanding	Check	-113.61
03/06/2024		203833	BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-28,420.50
03/06/2024		203834	BRAUN INTERTEC CORPORATION	Accounts Payable	Outstanding	Check	-1,720.00
03/06/2024		203835	CE CONTRACT	Accounts Payable	Outstanding	Check	-17,318.50
03/06/2024		203836	CENTRAL ROOFING COMPANY	Accounts Payable	Outstanding	Check	-61,466.42
03/06/2024		203837	CENTURY LINK	Accounts Payable	Outstanding	Check	-861.88
03/06/2024		203838	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-2,180.46
03/06/2024		203839	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-31,186.05
03/06/2024		203840	CORE & MAIN LP	Accounts Payable	Outstanding	Check	-3,646.83
03/06/2024		203841	CULLIGAN	Accounts Payable	Outstanding	Check	-126.45
03/06/2024		203842	EAST CENTRAL MECHANICAL SERVICES LLC	Accounts Payable	Outstanding	Check	-4,860.00
03/06/2024		203843	EBERT COMPANIES	Accounts Payable	Outstanding	Check	-11,298.40
03/06/2024		203844	ECOSAFE ZERO WASTE USA INC	Accounts Payable	Outstanding	Check	-817.28
03/06/2024		203845	EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	-68.52
03/06/2024		203846	FERGUSON WATERWORKS #2518	Accounts Payable	Outstanding	Check	-440.64
03/06/2024		203847	FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-58.95
03/06/2024		203848	GE SOFTWARE INC DBA EKOS	Accounts Payable	Outstanding	Check	-1,280.00
03/06/2024		203849	GEHLBACH, DARYL	Accounts Payable	Outstanding	Check	-100.00
03/06/2024		203850	GEORGE, RYAN	Accounts Payable	Outstanding	Check	-852.40
03/06/2024		203851	GOPHER STATE ONE-CALL INC	Accounts Payable	Outstanding	Check	-91.80
03/06/2024		203852	GRAINGER	Accounts Payable	Outstanding	Check	-108.48
03/06/2024		203853	GRAPHIC SOLUTIONS GROUP INC	Accounts Payable	Outstanding	Check	-200.00
03/06/2024		203854	GREAT RIVER GREENING	Accounts Payable	Outstanding	Check	-1,846.00
03/06/2024		203855	GREGERSON ROSOW JOHNSON & NILAN LTD	Accounts Payable	Outstanding	Check	-1,313.47
03/06/2024		203856	HACH COMPANY	Accounts Payable	Outstanding	Check	-4,206.00
03/06/2024		203857	HAMMER SPORTS LLC	Accounts Payable	Outstanding	Check	-649.00
03/06/2024		203858	HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-2,062.50
03/06/2024		203859	HOME DEPOT CREDIT SERVICES	Accounts Payable	Outstanding	Check	-278.84
03/06/2024		203860	JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-3,100.00
03/06/2024		203861	JOHNSON, BRYAN	Accounts Payable	Outstanding	Check	-67.99
03/06/2024		203862	KIWANIS	Accounts Payable	Outstanding	Check	-54.00
03/06/2024		203863	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-140.00
03/06/2024		203864	LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-3,700.24
03/06/2024		203865	MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-848.36
03/06/2024		203866	MENARDS - BLAINE	Accounts Payable	Outstanding	Check	-28.76
03/06/2024		203867	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-394.12
03/06/2024		203868	MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	-852.91
03/06/2024		203869	MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	-26.25
03/06/2024		203870	MINN OCCUPATIONAL HEALTH	Accounts Payable	Outstanding	Check	-70.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/06/2024		203871	MINNESOTA METRO NORTH TOURISM BUREAU	Accounts Payable	Outstanding	Check	-6,462.51
03/06/2024		203872	MODERN PIPING INC	Accounts Payable	Outstanding	Check	-21,708.85
03/06/2024		203873	NELSON CHEESE & DELI	Accounts Payable	Outstanding	Check	-159.20
03/06/2024		203874	NEO ELECTRICAL SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-30,307.62
03/06/2024		203875	NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	-671.25
03/06/2024		203876	NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-37.98
03/06/2024		203877	NORTHLAND CONCRETE & MASONRY COMPANY	Accounts Payable	Outstanding	Check	-14,267.10
03/06/2024		203878	PALADIN TECHNOLOGIES (USA) INC	Accounts Payable	Outstanding	Check	-35,697.64
03/06/2024		203879	PARK CONSTRUCTION COMPANY	Accounts Payable	Outstanding	Check	-176,890.80
03/06/2024		203880	PARSONS ELECTRIC CO/ ARCHKEY TECH	Accounts Payable	Outstanding	Check	-2,173.36
03/06/2024		203881	PLAN IT SOFTWARE LLC	Accounts Payable	Outstanding	Check	-1,200.00
03/06/2024		203882	POMP'S TIRE SERVICE INC	Accounts Payable	Outstanding	Check	-241.06
03/06/2024		203883	POSTMASTER	Accounts Payable	Outstanding	Check	-300.00
03/06/2024		203884	QUADIENT FINANCE USA INC	Accounts Payable	Outstanding	Check	-900.00
03/06/2024		203885	READY WATT ELECTRIC	Accounts Payable	Outstanding	Check	-360.00
03/06/2024		203886	RECYCLE TECHNOLOGIES INC	Accounts Payable	Outstanding	Check	-245.40
03/06/2024		203887	RESPEC	Accounts Payable	Outstanding	Check	-3,970.00
03/06/2024		203888	SHERWIN-WILLIAMS	Accounts Payable	Outstanding	Check	-86.58
03/06/2024		203889	SHRED RIGHT	Accounts Payable	Outstanding	Check	-66.14
03/06/2024		203890	SM HENTGES & SONS INC	Accounts Payable	Outstanding	Check	-9,414.03
03/06/2024		203891	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-394.82
03/06/2024		203892	STROMBERG, STACY	Accounts Payable	Outstanding	Check	-85.97
03/06/2024		203893	SUBURBAN RATE AUTHORITY	Accounts Payable	Outstanding	Check	-1,464.00
03/06/2024		203894	SUBURBAN TIRE WHOLESALE INC	Accounts Payable	Outstanding	Check	-1,807.12
03/06/2024		203895	TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-334.00
03/06/2024		203896	T-MOBILE	Accounts Payable	Outstanding	Check	-25.00
03/06/2024		203897	UNITED GLASS INC	Accounts Payable	Outstanding	Check	-3,233.32
03/06/2024		203898	VTI SECURITY / VIDEO TRONIX INC	Accounts Payable	Outstanding	Check	-21,081.84
03/06/2024		203899	WSB & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-5,368.25
Check Total: (170)							-982,554.77
Check Reversal							
03/06/2024		202321	RESPEC Reversal	Accounts Payable	Outstanding	Check Reversal	3,970.00
Check Reversal Total: (1)							3,970.00
EFT							
03/01/2024		930	CITY OF FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-100.00
03/01/2024		EFT0000207	Payroll EFT	Payroll	Outstanding	EFT	-383,078.38
EFT Total: (2)							-383,178.38
Report Total: (194)							-1,691,369.71

Bank Account	Count	Amount
0000100479 City of Fridley	194	-1,691,369.71
Report Total:	194	-1,691,369.71

Cash Account	Count	Amount
No Cash Account	1	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	193	-1,691,369.71
Report Total:	194	-1,691,369.71

Transaction Type	Count	Amount
Bank Draft	21	-329,606.56
Check	170	-982,554.77
Check Reversal	1	3,970.00
EFT	2	-383,178.38
Report Total:	194	-1,691,369.71



AGENDA REPORT

Meeting Date: March 11, 2024

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager
Nancy Abts, Associate Planner

Title

Resolution No. 2024-34, Denying an Interim Use Permit (IUP #24-01) Requested by Amarok, LLC to Allow a 10-Foot-Tall Electric Fence at 4650 Main Street N.E. (Ward 3)

Background

The Request

The applicant requests approval for a ten-foot tall low-voltage electric perimeter fence at 4650 Main Street Northeast (Property). The applicant is a security company, Amarok (Applicant), that would own the fence and lease it to the Property Owner. Electric Motor Supply Company occupies the property, which is owned by STB Minneapolis Partnership, LLP (Owner), and has an approved limited outdoor storage special use permit. The Owner has concerns about crime because of their valuable inventory.

Site Description and History

The subject property is located off Main Street. It is zoned M-2, Heavy Industrial. It is a similar size to other M-2 properties in the city.

The property is located in southern Fridley, between Main Street and the railroad right-of-way. Limited outdoor storage on the site is authorized by Special Use Permit #03-18. The outdoor storage area is limited to no more than 50 percent of the building area. (The proposed electric fence encloses an area much larger than what is allowed for outdoor storage at this site.) The property is similar to other Fridley industrial properties in its location between the railroad and a two-lane road. It has a regular rectilinear shape.

The Fridley Police Department notes that the property has experienced theft and repeated damage to their existing chain link fence. Crime likely relates to the specific items that are stored outside at the

Vision Statement

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

property. Electrical and mechanical components are targets for theft. Other properties along the railroad store building materials without reporting similar thefts.

The Police Department has offered to do a site security assessment for the business.

In response to concerns about security, the Police Department offers suggestions for improving safety at the site, including removing overgrown vegetation along and within the fence line and improving lighting. The chain link fence could be replaced with a solid barrier.



Figure 1: The current chain link fence, viewed from BNSF right-of-way on February 1, 2024. The fence has been cut and repaired (center of the image). Easily climbable vegetation grows through the fence. The fence is shorter than the adjacent southern property's fencing.

Code Requirements and Analysis

In October 2023, the City's ordinance regulating Interim Uses went into effect. In December, the City Council approved an after-the-fact Interim Use Permit for an electric fence at the property located at 3737 East River Road (Copart), where automobile salvage is the principal use stored outdoors. The Copart application was submitted on October 13, 2023. The property owner authorization allowing Amarok to apply for this permit for EMSCO was signed on October 20, 2023. The Copart application was approved by the City Council on December 11, and the EMSCO application was submitted on the next available application date, January 19, 2024.

Interim use permits are intended to regulate a use that is presently acceptable, but that with anticipated redevelopment will not be acceptable in the future. Code lists uses allowed by IUP as:

- (1) Interim use of an identified Redevelopment Site unlikely to redevelop within the interim use permit period;
- (2) Temporary structures in use until a permanent facility can be constructed;
- (3) Off-site parking;
- (4) Seasonal uses not otherwise provided for;
- (5) Any other uses determined by the City Council to be the same or similar type uses.

Staff does not believe that an electric fence at the subject property qualifies under any of the above possible uses. Outdoor storage of automotive salvage was the principal use at the property on East River Road where an IUP for an electric fence was approved (Copart). When the principal use of that property

Vision Statement

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

changes, the fence will no longer be needed. However, at the Main Street site (EMSCO), the principal use of the property—indoor warehousing—does not necessitate the electric fence.

Code provides general standards for reviewing IUPs in 205.05.6.D:

Criteria	Analysis	
The use will not: delay anticipated development or redevelopment of the site;	The site is not an identified redevelopment site and no future change in use is proposed	✓
Adversely impact implementation of the Comprehensive Plan;	The comprehensive plan guides the site for Industrial land uses, which includes “storage of material and equipment”	✓
Be in conflict with provisions of the city code on an ongoing basis;	If approved by the IUP, the use would not otherwise be in conflict with city code, under advice from the City Attorney. However, the City’s Fence Code (213.06) prohibits “any fence which is charged or connected with an electrical current”.	✓
Adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located; and	The electric fence would be located within an existing chain link fence. However, the proposed fence would be located ~300 feet from a multi-use trail along Main Street and ~400 feet from residential properties. Its prominent warning signs would be visible to the area and would affect the neighborhood character. The area proposed to be enclosed by the electric fence is much larger than the area allowed for outdoor storage.	✗
The date or event that will terminate the use can be identified with certainty	No criteria for terminating the interim use have been identified.	✗
The use will not impose additional unreasonable costs on the public	If the fence is not removed following the termination of the use, the City’s abatement procedures will require the property to bear the costs of removal.	✓

The application acknowledges there is no entitlement to future re-approval of the IUP. The application also says the IUP won’t impose additional costs on the public. Affirming these statements is part of the general standards of approval for IUPs.

Staff does not find that the application meets the standards for issuing an IUP. Given this site’s proximity to residential and recreational uses (a multi-use trail along Main Street is approximately 300 feet from the proposed fence, and residential properties are approximately 400 feet from the fence) and its prominent warning signs, the electric fence would affect the neighborhood character. Additionally, the fence has not been identified as an interim use. There is no date, event, or criteria that would terminate the use. Unlike the Copart site, the principal use at this property is not outdoor storage.

Alternatively, the City Council might wish to allow electric fences more widely throughout the community. If a broader application of this use is allowed on a permanent—rather than interim—basis,

Vision Statement

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

the city's zoning code and fence code could be amended to identify electric fences as a use that is permitted with standards. That process would involve a text amendment application, not an interim use permit.

Prior Action

The Planning Commission held a public hearing on this application at their meeting on February 21, 2024. After discussion, the Commission voted 5-1 to recommend denial of Interim Use Permit #24-01.

The Commission discussion noted that a Text Amendment to allow Electric Fences more comprehensively in the City could be considered.

Financial Impact

No financial impact.

Recommendation

Based on the findings listed in the table above and the fact that one third of the criteria used to approve an IUP and not be clearly met, staff recommends that the Council concur with the Planning Commission and adopt Resolution No. 2024-34, Denying an Interim Use Permit (IUP #24-01) Requested by Amarok, LLC to Allow a 10-Foot-Tall Electric Fence at 4650 Main Street N.E.

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. 2024-34
- Planning Commission Summary
- Petitioner's application, narrative and drawings
- Public Hearing Notice

Vision Statement

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

Resolution No. 2024-34**Denying an Interim Use Permit (IUP #24-01) Requested by Amarok, LLC to Allow a 10-Foot-Tall Electric Fence at 4650 Main Street Northeast**

Whereas, the City of Fridley (City) has received a request from Amarok, LLC, on behalf of property owner STB Minneapolis Partnership LLP (Applicant), to allow a 10-foot-tall electric fence as an interim use; and

Whereas, the request is for the property generally located at 4650 Main Street Northeast (Property Identification Number 27-30-24-44-0001), which is legally described on the attached Exhibit A (Property); and

Whereas, on February 21, 2024, the Planning Commission held a public hearing to consider the Amarok, LLC's Interim Use Permit, IUP #24-01; and

Whereas, at the February 21, 2024, meeting, the Planning Commission voted 5-1 to recommend denial of IUP #24-01.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby denies the request for the Interim Use Permit (IUP #24-01) and makes the following findings of fact:

1. Interim uses are defined and regulated by Fridley City Code (Code) § 205.05.6 and general standards for approval are established in Code § 205.05.6.D.
2. Pursuant to the Code § 205.05.6.A.2, the purposes for allowing an interim use are as follows: a) to allow a use for a temporary period of time until a permanent location is obtained or while the permanent location is under construction; b) to allow a use that is presently judged acceptable by the City Council, but that with anticipated development or redevelopment, will not be acceptable in the future or will be replaced in the future by a permitted or special conditional use allowed within the respective district; c) to allow a use that is seasonal in nature; or d) to allow a use for a limited period of time that reasonably uses the property where it is not reasonable to use it in the manner otherwise provided in the zoning ordinance or comprehensive plan.
3. It is not being proposed by the Applicant that the proposed interim use of the Property would be for a temporary period of time. The proposed use is not seasonal in nature as the fence will be used year-round. It is also not anticipated that the Property will be redeveloped in the future, and therefore, whether the proposed use will be not be acceptable in the future is not applicable. The use is also not being proposed to be used for a limited period of time as the Applicant has not identified the date or event that would terminate the use.

4. Code § 205.05.6.D.4 (General Standards) states that no interim use permit may be granted if it will adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located. The Property is adjacent to residential areas and a sidewalk/trail. The proposed electric fence would be located approximately 300 feet from a public sidewalk/multi-use trail and less than 400 feet from residential properties. The fence's warning signage would be visible from adjacent properties and the fence may also cause a safety issue with the surrounding recreational/residential uses. Furthermore, the proposed fence encloses an area much larger than what is necessary on the Property for outdoor storage.
5. Code § 205.05.6.D.5 requires that the date or event that will terminate the interim use must be identified with certainty. The Applicant has not identified the date or event that would terminate the use.

Passed and adopted by the City Council of the City of Fridley this 11th day of March 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Exhibit A
Legal Description of the Property

That part of Lot 1, Auditors Subdivision No. 79 lying easterly of a line parallel with and 511 feet easterly of (as measured at a right angle) the centerline of main track of Burlington Northern Railroad Companies and lying northerly of following described line: beginning at a point on east line of said Lot 1 709.93 feet south of norther corner thereof, then westerly to a point on above described parallel line with north line of said Lot 1 and there terminating except road subject to easement of record.



LAND USE APPLICATION SUMMARY

Item: IUP #24-01

Meeting Date: February 21, 2024

General Information

Applicant:

Michelle Affronti, Amarok Security
550 Assembly Street, 5th Floor
Columbia, SC 29201
On behalf of property owner, Electric Motor Supply

Requested Action:

Public Hearing to Consider Interim Use Permit, IUP #24-01, to allow an electric security fence use at 4650 Main Street NE

Existing Zoning:

M-2, Heavy Industrial

Size: 11.47 acres

Existing Land Use:

Warehousing and Outdoor Storage

Surrounding Zoning & Land Use:

N: M-2 (Murphy Warehouse)
E: Main Street ROW & R-1 Residential
S: M-2 (Central Roofing Company)
W: BNSF Railroad ROW

Comprehensive Plan Conformance:

Existing and Future Land Use Maps both designate the property as Industrial: "...parcels that contain...storage of material and equipment". The property is not a designated potential Redevelopment Area.

Zoning Ordinance Conformance:

Warehousing is a permitted use. Outdoor storage is accessory to warehousing and is approved by an existing Special Use Permit. City Code Section 205.05.06 defines and regulates Interim Uses.

Special Information

Building and Zoning History:

1966 – Original Building Permits issued for masonry & steel factory, office, & factory addition for owner "Railroad Accessories Corporation."
1973, '77, '79, '83, '85 – Building Permits for Additions for "Safetran Systems"
1985 – Variance issued to increase lot coverage from 40 to 41.5 percent
2003 – Electric Motor Supply Co. occupies building & receives SUP for Limited Outdoor Storage

Legal Description of Property:

See "Exhibit A" within the proposed Resolution.

Public Utilities:

Building is connected.

Transportation:

The property receives access off Main Street NE

Physical Characteristics:

Large warehousing building with associated office space. Hard surface yard, parking area, landscaping. A multi-use trail is adjacent to the property.

Summary of Request:

The petitioner requests approval for a ten-foot tall low-voltage electric security fence around the rear storage and parking area.

Staff Recommendation:

City staff recommends denial of the interim use permit request.

City Council Action/60 Day Action Date:

City Council – March 11, 2024

60 Day Date – March 18, 2024

Staff Report Prepared by Nancy Abts



Fridley Civic Campus

7071 University Avenue N.E. Fridley, MN 55432
763-571-3450 | FAX: 763-571-1287 | FridleyMN.gov

Permit Information:

Permit Type: Interim Use Permit
Permit Subtype: Non-Residential
Permit Number: IUP24-000001
Work Description: Installation of 10' low voltage, battery powered (12V/DC) pulse electric security fence

Property Information:

Address: 4650 MAIN ST NE
City, State and Zip: FRIDLEY, MN 55421
PIN: 273024440001

Property Owner Information:

Property Owner: STB MINNEAPOLIS PTSHP LLP
Property Owner Address: 4650 MAIN ST NE
FRIDLEY, MN 55421

Applicant Information:

Name: Michelle Affronti
Address: 550 Assembly Street
5th Floor
Columbia, SC 29201
Phone: (803) 923-2715

Application Information:

Is the applicant the property owner?	No
Property Owner Email	twhite@emscmn.com
Property Owner Phone Number	763-248-4044
When will the Interim Use end?	Unknown
Submittal Requirements	

I understand that the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the interim use permit. 1

I affirm that the interim use permit will not impose additional costs on the public if it is necessary for the public to fully or partially take the property in the future. 1

Payment Information:

Payment Date	Received From	Payment Amount
02/01/2024	Michelle Affronti	\$1,500.00
02/01/2024	Michelle Affronti	\$41.25

Signature:

Application Date:

Application Date: 01/19/2024
60-Day Deadline: 03/19/2024
120-Day Extension: 05/18/2024

Review Dates:

Activity Name	Completion Date	Activity Status
Application Intake	01/24/2024	Complete
Send 15 Day Letter	02/01/2024	Complete
Planning Commission Meeting		
City Council Meeting		
File with County		

October 19, 2023

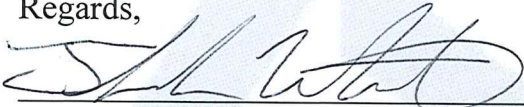
RE: Letter of Authorization

To whom it may concern,

Please accept this letter as authorization for AMAROK, LLC of Columbia, SC (Cindy Williams, Michelle Affronti, Michael Pate), to represent Ted White, EMSCO in applying, processing, and advancing any variance requests or permits required to install the AMAROK/Security Fence on our site.

Please feel free to contact me with any questions or concerns.

Regards,

 10-28-23

Hand signature Date

Name Ted White

Title Operations Manager

Contact Information

763-248-4044

Twhite@emscow.com

ULTIMATE PERIMETER SECURITY

PROFESSIONAL ENGINEER
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: Nicholas Jasper
Designation by: _____
Signature: Nicholas Clay Jasper
Date: 6/6/2014 License #: 43713

SHEET
C1
of 3

*PROPOSED LOCATION OF ELECTRONICS ONLY, SUBJECT TO CHANGE BASED ON SITE CONDITIONS.

NOTES

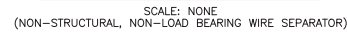
POLE LOCATIONS:
STEEL POLES: TO BE LOCATED
 APPROXIMATELY ON EACH SIDE OF GATE(S) &
 EVERY 90° (OR GREATER) TURN IN FENCE LINE.
FIBERGLASS/INTERMEDIATE POLES: TO BE
 LOCATED APPROXIMATELY EVERY 30°

DISCLAIMER:
 POLE LOCATIONS MAY SLIGHTLY DEVIATE
 FROM SPECIFICATIONS ABOVE DUE TO ON-SITE
 CONDITIONS

STORM DRAIN:
 NO STORM DRAIN IS BEING PROPOSED AS PART
 OF THIS PROJECT



SCALE: NONE
(STRUCTURAL)

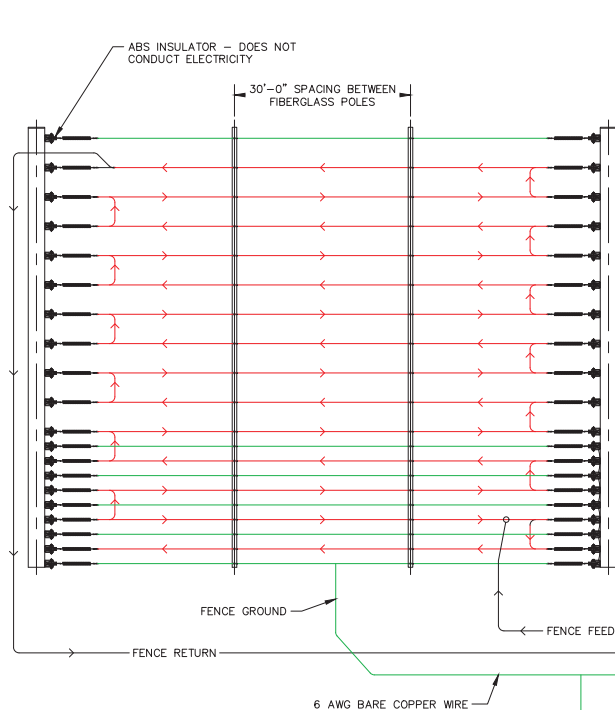


SCALE: NONE
(FIBERGLASS POLE)



337

WIRE RUN DETAILS & OUTSIDE MOUNTED ELECTRONICS/CONTROLLER WITH STEEL POLE DETAIL



CONNECTION NOTES:

A: FENCE CONTROLLER ENCLOSURE - HOUSES THE FENCE ENERGIZER OR EQUIVALENT. THIS BOX CONNECTS TO "B" / ALARM PANEL ENCLOSURE USING THE APS WHIP / 10 CONDUCTOR CABLE. ENCLOSURE WEIGHT 22 LBS. (MAX.).

B: ALARM PANEL ENCLOSURE - HOUSES THE ALARM CONTROL PANEL. THIS BOX INTERCONNECTS TO "A" / FENCE CONTROLLER ENCLOSURE USING THE APS WHIP / 10 CONDUCTOR CABLE AND "C" / SOLAR CHARGE CONTROLLER USING TWO CONDUCTOR CABLE. ENCLOSURE WEIGHT 21 LBS. (MAX.).

C: SOLAR CHARGE CONTROLLER ENCLOSURE - HOUSES POWER ELEMENTS FOR SOLAR CHARGE CONTROLLER AND DISCONNECTS FOR SOLAR, BATTERY, AND LOAD CONNECTIONS. POWER UP PROCEDURE: TURN ON BATTERY BREAKER FIRST, THEN TURN ON SOLAR BREAKER. THE ELECTRONICS POWER IS CONTROLLED BY THE LOAD BREAKER. ENCLOSURE WEIGHT 25 LBS. (MAX.).

D: BATTERY ENCLOSURE - HOUSES THE BATTERIES (12V/DC MAX) AND INTER-CONNECTS TO "C" / SOLAR CHARGE CONTROLLER ENCLOSURE USING TWO CONDUCTOR 14G AND 10G THWN WIRES. ENCLOSURE WEIGHT 50 LBS. (MAX.).

E: KEYPAD ENCLOSURE - HOUSES THE KEYPAD. THIS BOX INTERCONNECTS TO "A" USING 10 CONDUCTOR / 18 AWG WIRE. ENCLOSURE WEIGHT 12 LBS. (MAX.).

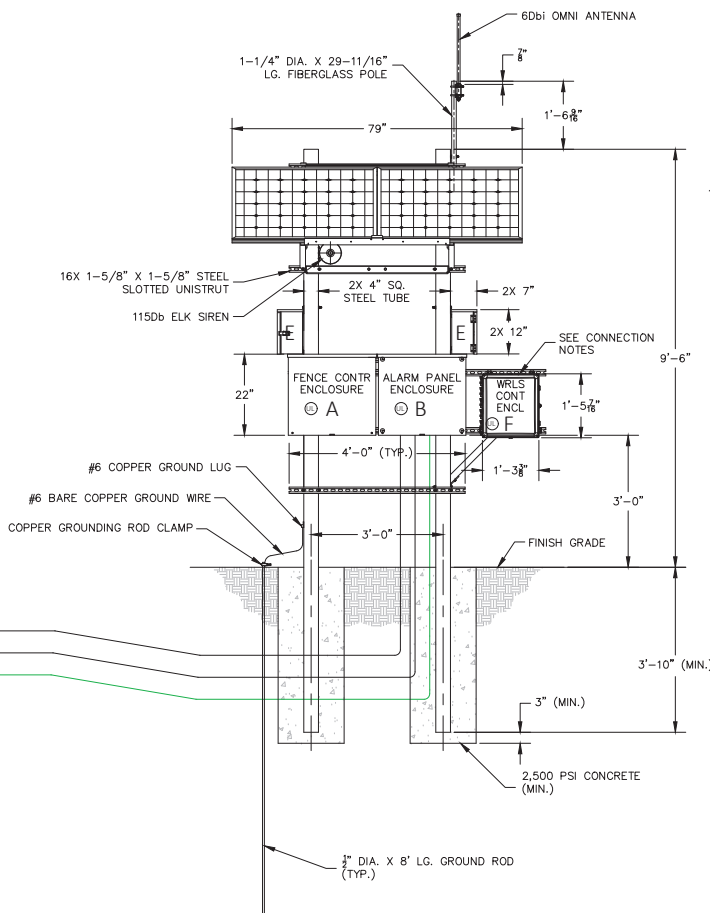
F: WIRELESS CONTROLLER ENCLOSURE - HOUSES THE WIRELESS RADIO CONTROLLER AND RELAYS. CONNECTS TO "C" / SOLAR CHARGE CONTROLLER ENCLOSURE USING TWO CONDUCTOR 14G THWN WIRES. ENCLOSURE WEIGHT 21 LBS. (MAX.).

GENERAL NOTE:

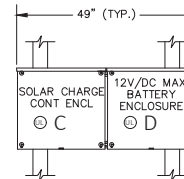
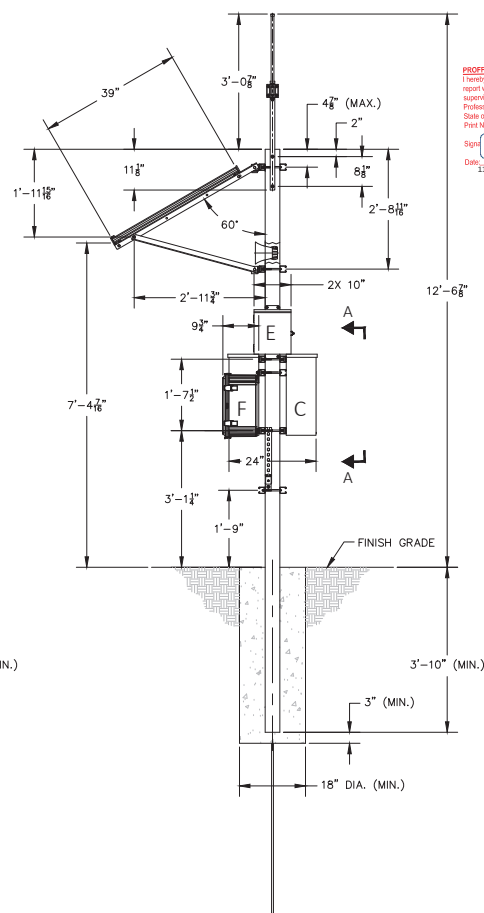
EQUIPMENT ARRANGEMENT AND ELEVATION SHOWN ARE FOR REFERENCE ONLY. ACTUAL EQUIPMENT ARRANGEMENT, SHAPE, SIZE, LOCATION, AND QUANTITY ARE CUSTOMER SITE SPECIFIC AND CAN VARY FROM DRAWING DEPICTION.

NOTES:

MOUNT 4 SILVER BOXES TO A PAIR OF HSS TUBE 4"x4"x10GA. (0.134" WALL THICKNESS) ASTM A500 GRADE B OR C 55KSI YIELD (MIN.) STEEL POLES. BOTTOM OF THE LOWEST BOX MUST BE A MINIMUM OF 3 FEET ABOVE GROUND LEVEL. THE SUPPORT POLES MUST BE EMBEDDED AT A MINIMUM OF 3'-10" BELOW GROUND LEVEL.



FRONT ELEVATION

VIEW A-A
(KEYPAD ENCLOSURES
REMOVED FOR CLARITY)

RIGHT SIDE ELEVATION

ASSEMBLY WEIGHT CHART

DESCRIPTION	WEIGHT (LBS.)
SOLAR PANELS	61.6
SOLAR PANEL MTG. KIT	27.0
UNISTRUT	108.8
OMNI ANTENNA ASSEMBLY	3.59
SIREN	1.5

ELECTRONICS ARMATURE

LOCATION	DESCRIPTIVE NAME
MAIN GATE	HEAD-END ELECTRONICS

PROFESSIONAL ENGINEER
I hereby certify that the design of this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Print Name: Nicholas J. Jager
Signature: Nicholas J. Jager
Date: 11/6/2023

DATE / DESCRIPTION

AMAROK
ULTIMATE PERIMETER SECURITY

ELECTRIC MOTOR SUPPLY
4650 MAIN ST NE
FRIDLEY, MN 55421

PROJECT: ELECTRIC MOTOR SUPPLY
4650 MAIN ST NE
FRIDLEY, MN 55421

APPLICANT: AMAROK
800 ASSEMBLY ST STE 101
COLUMBIA SC 29001
803-404-6199

DATE: 10/31/2023
DRAWN BY: RLR
SCALE: SEE PLAN

SHEET

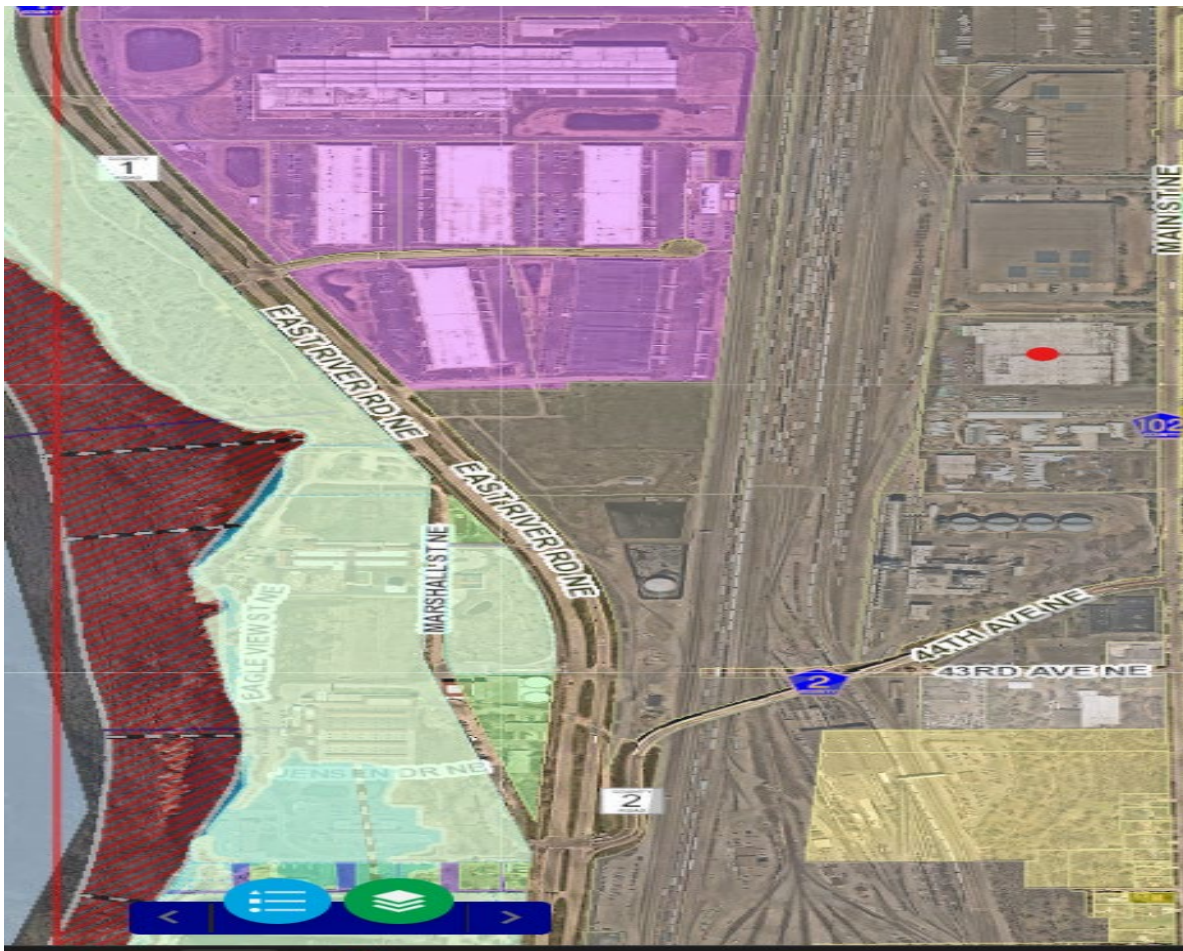
C3

of 3

Justification for Interim Use Permit (10' Electrified) 4650 Main Street Northeast, Fridley, MN 55432

AMAROK, LLC on behalf of Electric Motor Supply Company, is respectfully requesting Fridley, MN to approve an Interim Use Permit for the security system application which has been submitted to the City of Fridley; allowing a 10' tall low-voltage, 12V/DC battery-powered, pulsed electric security system to secure the property of Electric Motor Supply Company safely and effectively.

The property is located at 4650 Main Street Northeast Road, Fridley, MN 55432, and is zoned M-2 Heavy Industrial. The installation of this security system is safely located inside of/behind the existing 6'-0" and 8'-0" tall partially slatted chain-link fence to secure the property during non-business hours. The AMAROK security system has proven to be the most effective theft and crime deterrent for businesses across the country such as Electric Motor Supply Company. Even in cases where businesses were experiencing frequent theft and loss, the installation of our security system immediately results in the prevention of any further attempted break-ins, vandalism, and theft.



The extenuating circumstances and special conditions are of no result of actions from the applicant. The extenuating circumstances and special conditions are based on business, theft and general crime experienced in the area. The applicant's actions have not contributed to this result in any way. The applicant is a reputable business owner contributing to the tax base, employing residents, and providing a valuable service to the community. The applicant should not be denied the right to protect property and assets, nor should the applicant have their business penalized by the inability to secure property.

The business inventory is currently secured behind a perimeter barrier which has proven ineffective. Due to the size, volume, and nature of the inventory, products must be stored in an outside lot and cannot be protected inside of a building or other enclosure. Even inventory inside the building is at risk due to the nature of the business. The products secured inside the yard are an open invitation to the criminal class. Vehicles, metal, electrical components, specialized equipment, and tools are all items that are targeted as whole or parts of these items, as these items can be sold for quick money. A business with products that include components or items that can be quickly stolen and fenced, are a criminal's dream to be able to obtain and cause a huge financial loss to a business, sometimes to the point where a business must close its doors which in turn taxes away from the tax base of a community and displaces employees from a job causing community hardships.

The company provides a valued and necessary service to the community. The company needs to ensure the safety of employees, supplies, products, and contents on the applicant's property to maintain their excellent reputation with residents, businesses, employees while maintaining the business, securing entry into the property and its assets on the property. Business theft of this nature, along with vandalism and criminal trespass continue to increase, and the applicant is taking proactive steps to decrease crime with a monitored security system and maintain the ability to operate the business. The elevated crime rate in the area is attributed to the property's location within the city, coupled with the unique characteristics, shape, and size of the land.

The property location makes this a property that ultimately lends itself to being more desirable to criminals due to the ability to access with minimal risk especially from the sides and rear. The parcel is bordered by trains, numerous local roads, and other businesses, which lends to the ability to enter and exit from various locations. The property is set back from the roads, and eyes of people passing by the property thus providing cover for criminals to trespass, commit the criminal acts, and flee with various access points surrounding the property virtually undetected.

The numerous train lines in the back provide a valuable link for products to companies, however at the same time, they bring the ability for transients to jump on and off, quickly, easily, and undetected exiting the area and on to the next to commit a crime. The ability to leave through the back, over the tracks and over to East River Road allows for various ways for criminals to trespass. The neighboring properties additionally provide cover when one is entering or exiting to commit a crime. Regrettably, the criminals could easily infiltrate a residential area, posing a threat to residents' physical, financial, and emotional well-being due to the escalating criminal activity.

The storage yard of products, shipments and supplies are set back from the road inside a chain link slatted fence to reduce the ability to see what is on the storage yard. Unfortunately, this also reduces the ability for a passerby to see any criminal activity. Even if someone were to notice, little consideration would likely be given, as it's a business area with trucks coming and going at various hours. People generally avoid getting involved in such matters. Driving by business, it is not possible to see into the area where the items are stored. A criminal might engage in activities such as stealing, vandalizing, or trespassing for illicit purposes without being observed by passersby, given the secluded location of the storage area on the property.

Criminals fleeing a crime scene are not concerned with residents or anyone in the area. They simply care about getting in and out with as much as possible. Criminal trespass and resultant incidents can lead to catastrophic outcomes (arson, employee endangerment) and/or a public safety concern. Public safety concerns come in many forms, such as stolen vehicles/trucks driven on public roadways or specialized tools, equipment, and regulated supplies being trafficked and sold illegally.

The use will not adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located.

There is no change or newly proposed use to the existing parcel. The existing parcel's use remains the same with the battery-powered, perimeter security system running concurrent with the existing perimeter barrier fence. The security system does not affect the yard, spaces, fences, parking, loading, and landscaping. Therefore, there will be no impact on streets, highways, and pavement type.

The permit approval will not be detrimental to the health, safety, morals, or welfare of persons residing or working in the neighborhood, nor will there be any adverse effects on abutting properties or improvements in the neighborhood. The security system is installed completely inside the existing perimeter fence and therefore not exposed to the public. To encounter the AMAROK security system, a criminal would have to intentionally trespass on the property by, first, disregarding the posted warning signs and then breaking through or scaling the existing perimeter barrier.

The approval of the security system would have the opposite effect on the safety and general welfare of the neighborhood through crime prevention. In fact, the proposed security system enhances the health, safety, and welfare of persons by improving workplace safety and discouraging criminals from targeting the subject property and committing other crimes of opportunity in the neighborhood. The security system is medically safe and will not harm anyone who encounters the security system; however, it will deter someone who is planning on committing a criminal act and breach a perimeter fence.

The security system is the most reliable, economical, and effective perimeter security system application available. The installation of the security system will secure the property, increase the security of the surrounding properties and the immediate area by deterring the criminal element from targeting the neighborhood resulting in higher property values and increasing the

tax revenue for the community and the City of Fridley can redirect law enforcement time and resources toward crimes other than trespass and burglary.

The use will not adversely impact implementation of the Comprehensive Plan, nor will it be in conflict with provisions of the city code on an ongoing basis.

The granting of this interim use permit approval does not change or alter the use of the property. The purpose of the code is for the city to review and approve uses that enhance the city to residents and businesses, thus providing a high quality of life in the city to all who reside and work in Fridley. By granting interim use permit, the zoning code and planning remains intact with emphasis on keeping the city, businesses, and residents safe while providing a place of employment for residents, and tax revenue for the city by having a strong reputable business operate in the city of Fridley.

Electric Motor Supply Company has located the business at 4650 Main Street Northeast Road, Fridley, MN 55432 and provides a strong tax base to the community of Fridley. Electric Motor Supply Company would not consider implanting or using anything that could harm their employees or residents. Electric Motor Supply Company has installed this security system at other sites across the United States and found that it is the most effective way of securing their business, property, and employees.

Applicant should not be denied the right to operate a business and protect the business property along with the assets of the business. Businesses need to be able to secure products and supplies to continue to operate and add to the local economy.

The granting of the interim use permit will not provide applicant with any special privilege that is denied to others in this district. Granting the interim use permit will allow the Company to protect the business and its assets, alleviating the practical difficulty and resulting hardship that has not been caused by applicant.

Based on the information and evidence provided, we respectfully request the granting of this interim use permit for Electric Motor Supply Company.

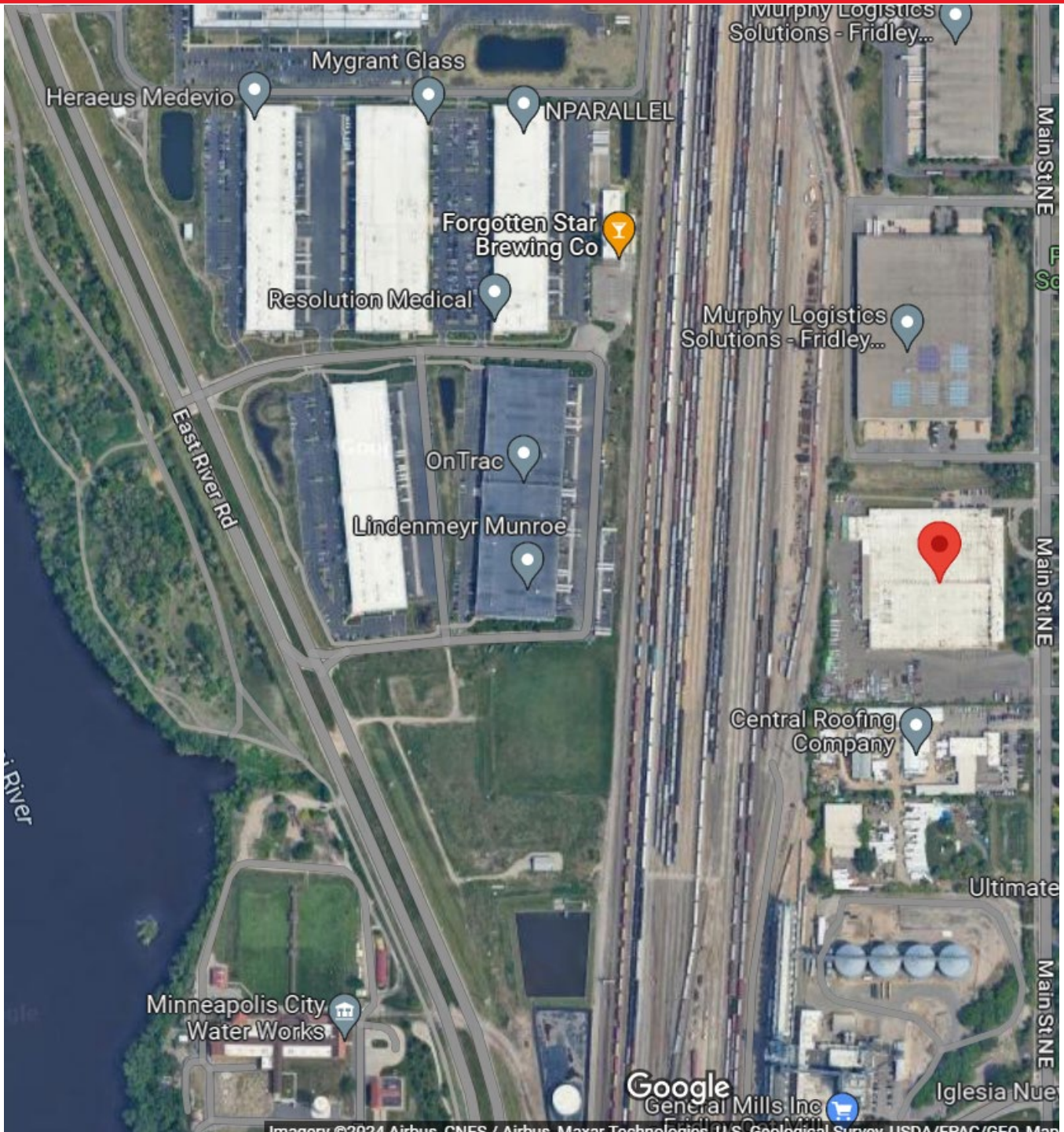


Michael Pate
Government Relations Director
AMAROK, LLC
Mobile:(803) 422-3600
mpate@amarok.com
www.AMAROK.com



Michelle Affronti
Compliance Manager
AMAROK, LLC
Mobile:(803) 923-2715
maffronti@amarok.com
www.AMAROK.com









Community Development Department Public Hearing Notice



SOURCES

Fridley Engineering and Planning
Fridley GIS
Anoka County GIS

Interim Use Permit Request, IUP #24-01
Petitioner: Amarok on behalf of Electric Motor Supply Co.
Address: 4650 Main Street N.E.



Map Date: February 6, 2024

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)



650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 02/09/2024	FRIDLEY CITY OF	1000019971	479977

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$56.88**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 02/09/2024

Diane E. Rak Kleszyk



Notary Public

