



## CITY COUNCIL MEETING OF JUNE 13, 2016

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### **COUNCIL CONFERENCE MEETING (6:00 P.M.)**

Civic Complex Update

### **CITY COUNCIL MEETING:**

#### **PLEDGE OF ALLEGIANCE.**

#### **PRESENTATION:**

Contribution from the Fridley Lions for the  
Springbrook Nature Center SPRING Project

#### **APPROVAL OF PROPOSED CONSENT AGENDA:**

#### **APPROVAL OF MINUTES:**

City Council Meeting of May 23, 2016 ..... 1 - 22

#### **OLD BUSINESS:**

1. Second Reading of an Ordinance Amending  
Chapter 205.10, R-4 Mobile Home Park District  
Regulations, in the Fridley City Code (Text  
Amendment Request, TA #16-02) ..... 23 - 30

**APPROVAL OF PROPOSED CONSENT AGENDA:**

**NEW BUSINESS:**

- 2. Receive the Minutes of the Planning Commission Meeting of May 18, 2016 ..... 31 - 47

- 3. Special Use Permit Request, SP #16-03, by TCO Design, to Revise Special Use Permit, SP #15-09, that was Approved to Allow a 23-Patient Room Home Health Care Building in an R-3, Multi-Family Zoning District, to Increase the Amount of Patient Rooms to 28, Generally Located at 5300 Fourth Street N.E.;

and

Resolution Approving Special Use Permit, SP #16-03, for TCO Design, the Petitioner on Behalf of Gen One LLC, to Allow the Construction of a Home Health Care Facility on the Property Located at 5300 Fourth Street N.E. (Ward 1) ..... 48 - 57

- 4. Special Use Permit Request, SP #16-04, by Mobile Maintenance, Inc., to Allow the Construction of a Parking Lot on a Lot Zoned R-1, Single Family, for the Purpose of Parking Vehicles Related to the Petitioner’s Business, Generally Located at 513 Fairmont Street N.E.;

and

Resolution Approving a Special Use Permit, SP #16-04 to Allow a Parking Lot in a Residential District for Mobile Maintenance, Inc., Generally Located at 513 Fairmont Street N.E. (Ward 3) ..... 58 - 66

- 5. Resolution Approving State of Minnesota Joint Powers Agreements with the City of Fridley on Behalf of its City Attorney ..... 67 - 85

**APPROVAL OF PROPOSED CONSENT AGENDA:**

**NEW BUSINESS (CONTINUED):**

- 6. Resolution to Approve Agreement #1003368:  
State of Minnesota, Department of Transportation  
(MnDOT Landscaping Partnership Cooperative  
Agreement) ..... 86 - 101
  
- 7. Resolution Appointing an Absentee Ballot  
Board for the 2016 Election Cycle ..... 102 - 103
  
- 8. Claims: ACH PCard – 1605; 172717 – 172963 ..... 104 - 144
  
- 9. Estimates ..... 145

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

**ADOPTION OF AGENDA:**

**PUBLIC HEARINGS:**

- 10. Consideration of Off-Sale 3.2% Malt  
Liquor License to Jigar Patel, on Behalf of  
Hanuman, LLC, d/b/a Freedom Value,  
Located at 7600 University Avenue N.E.  
(Ward 3) ..... 146 - 147
  
- 11. Consideration of On-Sale 3.2% Malt  
Liquor License to Robert J. Thomson of  
Bolar, LLC, d/b/a Pancheros Mexican Grill  
Fridley, Located at 284 – 57<sup>th</sup> Avenue N.E.  
(Ward 3) ..... 148 - 149

**OLD BUSINESS:**

- 12. Second Reading of an Ordinance Amending the Fridley City Code by Creating Chapter 609, Liquor Caterers Registration and Event Notification Permit; Amending Chapter 508 Parks and Parkways, Section 508.21.5.D., Allowing City-Registered Caterers to Serve Alcoholic Beverages at Springbrook Nature Center; and Chapter 11, General Provisions and Fees, Section 11.10. Fees, Creating Fees for Registration of Caterers and Event Notification Permits ..... 150 - 160
  
- 13. Second Reading of an Ordinance Creating a New Chapter of the Fridley City Code, Chapter 610, Liquor Manufacturers, and Amending Chapter 11 of the City Code by Establishing Fees ..... 161 - 185
  
- 14. Second Reading of an Ordinance Amending Chapter 603 of the Fridley City Code Entitled Intoxicating Liquor to Allow for Brew Pubs and Amend the Hours of Operation; Chapter 602, Section 602.09; and Chapter 606, Section 606.11, Amending the Hours of Operation ..... 186 - 188

**NEW BUSINESS:**

- 15. Receive the 2015 Comprehensive Annual Financial Report ..... 189 - 206
  
- 16. Informal Status Reports ..... 207

**ADJOURN.**

**CITY COUNCIL MEETING  
CITY OF FRIDLEY  
MAY 23, 2016**

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The City Council meeting for the City of Fridley was called to order by Mayor Lund at 7:01 p.m.

**ROLL CALL:**

**MEMBERS PRESENT:** Mayor Lund  
Councilmember Barnette  
Councilmember Saefke  
Councilmember Varichak  
Councilmember Bolkcom

**OTHERS PRESENT:** Wally Wysopal, City Manager  
Darcy Erickson, City Attorney  
James Kosluchar, Public Works Director  
Scott Hickok, Community Development Director  
Deb Skogen, City Clerk  
Pam Reynolds, 1241 Norton Avenue N.E.  
Richard Harris, 6200 Riverview Terrace N.E.  
Jim Frisell, McGough Construction

**APPROVAL OF PROPOSED CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

Board of Appeal and Equalization Meeting of May 9, 2016

**APPROVED.**

City Council Meeting of May 9, 2016

**Councilmember Saefke** noted a couple of corrections: (1) On page 14, second from the bottom paragraph, "Motion by Councilmember Bolkcom to continue to the public hearing" the second word "to" should be eliminated; (2) on page 17, the first sentence, ". . .issuing these bonds, the Fridley", the word "the" should be eliminated.

**APPROVED AS CORRECTED.**

**NEW BUSINESS:**

- 1. First Reading of an Ordinance Amending Chapter 205.10, R-4 Mobile Home Park District Regulations, in the Fridley City Code.**

Wally Wysopal, City Manager, stated a public hearing was held on May 9, 2016.

**THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA AND PLACED ON THE REGULAR AGENDA.**

**2. Resolution Authorizing Membership in the 4M Fund.**

Wally Wysopal, City Manager, stated this is a no-cost banking arrangement managed by U.S. Bank and is made possible through the City's membership with the League of Minnesota Cities. At first, it will primarily be used to park the money from the bond for the water improvements and then make disbursements out of that. It is completely managed at no cost.

**ADOPTED RESOLUTION NO. 2016-24.**

**3. Approve a Joint Powers Agreement between the City of Fridley and Anoka County for a Traffic Signal System at East River Road (CSAH 1) and Northern Stacks Drive (Ward 3).**

Wally Wysopal, City Manager, stated this is for the purchase and installation costs recovered by a grant for the ongoing maintenance at the City's expense performed by the County as the owner. There is also a developer contribution in that purchase as well.

**THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA AND PLACED ON THE REGULAR AGENDA.**

**4. Claims (172552 - 172716).**

**APPROVED.**

**ADOPTION OF PROPOSED CONSENT AGENDA:**

Councilmember Bolkcom asked that Item Nos. 1 and 3 be removed.

**MOTION** by Councilmember Barnette to approve the proposed consent agenda with the removal of Item Nos. 1 and 3. Seconded by Councilmember Varichak.

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

Councilmember Saefke as to Item No. 9 of the Agenda, it should be "Ward 1" instead of Ward 2.

**OPEN FORUM, VISITORS:**

**Pam Reynolds**, 1241 Norton, stated last weekend she had an issue at her house. She said Chief Weierke told her he was going to handle it. It has to do with a dumpster she rented. After they

were done filling the dumpster, several people took items from the dumpster. It specifically says on the dumpster, "No Scavenging" and lists St. Paul City Code 357. She said she looked at that City Code and then looked at Fridley's. Perhaps this does not happen often enough to include in the Code, but Section 113.12 of the Fridley City code does not talk about roll-offs. It talks about recycling that she would put at her curb. She believed somewhere along the line the Supreme Court ruled that when you put your garbage out, once it is on the right-of-way, it is fair game.

**Ms. Reynolds** said her neighbor told her that as soon as she left her house at 7 a.m., a car and a truck pulled up and people were digging and diving in the dumpster. Her concern is maybe she is looking at the wrong Code to see if the City has something in place to take care of that issue other than a theft. Stuff from the dumpster was left all over her yard. Her neighbor helped her throw stuff back in. She told her hauler that if she ever rented another dumpster, she would like a cover so she could cover it when she was done and people would not go in there.

**Ms. Reynolds** stated she just has a concern that the Fridley City Code really does not address roll-offs and neither does St. Paul's.

**Mayor Lund** stated they will look at the Code and see if there is something that could be done. Beyond that, he would be more concerned about people bringing more stuff and putting it in there.

**Ms. Reynolds** replied that happened, too. Her neighbor also told her that one guy pulled up and threw stuff in. It almost made her wonder if the first guy maybe called other scavengers because she is on a dead end street. It was irritating. People had the items tossed to the point that she had to have her son come back over and redistribute the items, as they dug all the way to the bottom.

**Ms. Reynolds** asked whether Council had given any more thought to bringing the issue of a proposed civic center to voters in November.

**Mayor Lund** replied, honestly, they have not talked about specifically doing that. In fact, there is something on tonight's agenda for adopting a resolution for a construction manager.

**Ms. Reynolds** stated she is not going to stay for that. That is the way they are going to do it. She does not have a problem. As to the memo, she knows staff is excited and passionate about this, but she does not think they should be using the terms of "for the future" or "when a new complex". It is her understanding that has not been determined yet is her understanding. Maybe it should be proposed like it is in agenda.

**Mayor Lund** asked if she is talking about between pages 106 and 113 of the agenda. When he read, it there were a number of the words "should" and "if". The way he read it, it was not presumptuous that staff was treating this as a 100 percent deal.

**ADOPTION OF THE AGENDA:**

**MOTION** by Councilmember Bolkcom to approve the agenda with the addition of Item Nos. 1 and 3 and with the correction of changing Item No. 9 to Ward 1. Seconded by Councilmember Saefke.

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

**PUBLIC HEARING:**

**5. Consideration of the Columbia Arena Area Draft Redevelopment Environmental Assessment Worksheet.**

**MOTION** by Councilmember Saefke to waive the reading of the public hearing notice and open the public hearing. Seconded by Councilmember Barnette.

**UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY, AND THE PUBLIC HEARING WAS OPENED AT 7:18 P.M.**

**James Kosluchar**, Public Works Director, stated the Master Plan for the Columbia Arena site was developed over the past year with input from the community. On December 28, 2015, an open house was held and additional input was gathered. As part of the approval for the Master Plan development, a draft Environmental Assessment Worksheet (EAW) was prepared.

**Mr. Kosluchar** stated this is part of a standardized environmental review process. Characteristics of the site and impacts are published to disclose information about potential negative environmental effects and to determine if there are ways to avoid or minimize those impacts before the project is permitted and built.

**Mr. Kosluchar** stated the Columbia Arena site redevelopment required an EAW process again because the number of housing units proposed exceeded the statutory threshold and a mandatory EAW must be performed.

**Mr. Kosluchar** stated while there was no requirement for the public hearing for the EAW process, Council believes and agreed to set the hearing to improve transparency and understanding of the project.

**Mr. Kosluchar** presented the current updated schedule. There was a publication by the EQB on May 16. The end of the comment period is June 15, 2016.

**Mr. Kosluchar** stated the project includes many housing types and amenities including a 220-unit, up to 5-story senior housing complex; a 36-unit townhome development; a 160-unit, up to 4-story apartment building; a 154-unit, up to 8-story tower residential; another 178-unit, up to 6-story tower; 60 liner apartments; 44,000 square feet of commercial space; 15 patio homes; and a

40,000 square foot 1-2 story City Hall including police and fire; a 75,000 square foot, 1-2 story Public Works buildings; and multiple parking decks to serve these various elements.

**Mr. Kosluchar** stated the draft EAW is a report that covers several potential environmental impacts including land cover and impacts; and permits and approvals that are needed; land use and zoning; geology soils and topography; water resources and utilities; contamination and hazardous waste; wildlife and sensitive ecological resources; historic properties; visual, air, and noise impacts; transportation; and potential cumulative effects.

**Mr. Kosluchar** stated staff will be tabulating comments received and responding to all. Staff has three ways to comment right now. People can comment by directly to the City Council, by email or by providing written comments to City Hall. All those instructions and the documents are available at the City's website at [www.fridleymn.gov/ColumbiaArenaAreaRedevelopment](http://www.fridleymn.gov/ColumbiaArenaAreaRedevelopment).

**Mr. Kosluchar** stated after the comment period, the report will be finalized and a determination will be made whether additional environmental review is required. Amy Denz from Wenck & Associates, is present. She was essential in putting together the environmental documentation.

**Councilmember Bolkcom** asked what a liner apartment was.

**Scott Hickok**, Community Development Director, replied that building would be designed to wrap around a parking deck. The liner refers to the fact that it lines the outside of a parking deck.

**Councilmember Bolkcom** asked if the City Council would see the final comments.

**Mr. Kosluchar** replied they will. Staff will summarize them, and at a minimum, provide a report and would likely provide a recommendation on the disposition of the environmental document.

**Councilmember Bolkcom** stated as to the noise. Construction would occur from 7 a.m. to 9 p.m., Monday through Saturday. Is that correct?

**Mr. Kosluchar** replied, that is what is authorized by ordinance. That is the largest window of hours. The City typically requires contractors on City projects and some private contractors to construct within a narrower window. Typically it is Monday through Friday, 7 a.m. to 7 p.m. Saturday it might be 9 a.m. to 7 p.m.

**Councilmember Bolkcom** stated she remembered Medtronic not being that long so she wondered why the City would treat this any different.

**Mr. Kosluchar** replied, and they probably would not. They just cited what was in ordinance.

**Councilmember Bolkcom** asked why there were more trips there at night than during the day. Is that because people are running to the grocery store after they get home from work and things like that? She said she does not understand the peak hours going from, it says the first letter for

the intersection now, right, and then the second is the worst operating condition. She asked if it was saying that 47th and 69th they are at an F at times and then it would stay an F if they did not build but it would become an F all day long.

**Mr. Kosluchar** said there will definitely be impacts on 69<sup>th</sup> Avenue. He can attest to the limited functionality of that intersection. Actually, the University frontage road is a through street. They call it 69th but 69th actually intersects with the University frontage road which intersects with University. That intersection stacks so that vehicles often have to wait for a signal through two cycles.

**Councilmember Bolkcom** asked why it was better if it was just a C. It will be an F if they build it, in the a.m. She asked if there were more trips at night, why was it not an F.

**Mr. Kosluchar** replied the assumption is that traffic is directional. The evening peak trips may be in one particular direction that might be away from that intersection vs. into that intersection in the morning.

**Councilmember Bolkcom** stated she does not understand. It was an F at is the worst time now. If they build it, it would be a C and an F.

**Mr. Kosluchar** replied, correct. But it is an A and F right now. And it is directional. The traffic does disburse in particular directions, and that is what the projections are.

**Councilmember Bolkcom** stated why it was at the worst. Why is it an A and F in the a.m. right now?

**Mr. Kosluchar** replied that is the range of the performance of the intersection so basically it is the best and worst.

**Councilmember Bolkcom** asked how it went from A to F.

**Mr. Kosluchar** stated again, it is such a short queue length. He has been in that queue, and if there is a semi in front of him, he is the only vehicle that fits behind that semi and the semi does not block the intersection. Presumably with a semi truck waiting for that light for a left turn, if two vehicles queue up behind than it has gone to an F.

**Councilmember Bolkcom** asked if it could be worse than an F.

**Mr. Kosluchar** replied, no. He said the geometry was not great. That is something that is going to have to be addressed somewhat through the development.

**Mayor Lund** stated he heard some comments from the Holiday Hills neighborhood, the neighborhood that is adjacent to 69th Avenue. Their concerns for this entire development are what affect them on 69<sup>th</sup> Avenue. The drawing they have all seen, where the patio homes would be, show that Rice Creek Boulevard where it intersects 69th now through the south would continue on into this new development to the north. Their preference would be not to allow

traffic to come down those new streets but to make cul-de-sacs so they are segregated from 69<sup>th</sup> Avenue. He does not think that is going to really affect 69<sup>th</sup> Avenue. It will affect the intersection they just spoke about because of the limited stackability on the frontage road that intersects at 69<sup>th</sup> Avenue.

**Mayor Lund** stated one time that he sees is the most difficult now is when the Baptist Church lets out, and there is some heavy vehicle traffic from the immediate north that comes down. It is his opinion and in reviewing the Environmental Assessment, if this property gets developed, there is going to be too much traffic at certain times of the day there. They will have to restrict commercial vehicles at the least, so that they would all have to head to the north and exit out on 73<sup>rd</sup> Avenue. It used to be much more pronounced in his opinion when they had the arena there. As soon as the arena let out you had a real influx of cars leaving there. It was a 15-minute deal and it was about every hour, hour and a half.

**Councilmember Bolkcom** stated she thought the City did not like to do cul-de-sacs because of plowing of the snow, etc.

**Mr. Kosluchar** replied he could not make the decision right now. It was something to plan around. One of the problems with cul-de-sacs is they take up a pretty large area.

**Mayor Lund** stated everything has to be looked at, especially for traffic flow. He told the residents in the Holiday Hills neighborhood that it would allow them some flexibility to take another route out of their neighborhood. Right now they have one way in and one way out. That is 69<sup>th</sup> Avenue via the frontage road. With all of this development, they would be able to escape through the new neighborhood and end up going out on 73<sup>rd</sup> Avenue. It would be a little circuitous and there would be a couple turns, but it was better than waiting impatiently at a jammed up intersection at 69<sup>th</sup> Avenue and the frontage road. That is a positive note. It is important that they do have a back road at the eastern edge of this development to get out onto 73<sup>rd</sup> Avenue. There is some easement property that would allow for an actual road to 73<sup>rd</sup> Avenue.

**Councilmember Barnette** stated he knows that discussion has come up even for the emergency vehicles that want to go east but go up to 73<sup>rd</sup> Avenue. If they can provide a road from 72<sup>nd</sup> to 73<sup>rd</sup> Avenues, the emergency vehicles and traffic could also go east. He said he lives in the same neighborhood, and if you get behind one of the large trucks that are on 69<sup>th</sup> Avenue, you are lucky if you can get out. The sign changes in about 30 seconds and those big vehicles take a long time to get through there. Adding more development would create some problems and would need to be addressed.

**Councilmember Bolkcom** asked at what point it would be necessary to revisit the EAW.

**Mr. Hickok** replied the EAW takes a broad look at everything from the intersection and the range of activity through an intersection to the development that can happen there. The Paul Hyde project, for example, was approved for 1.7 million square feet. If there was 12 million square feet of development, and someone wanted to build a 600,000 square foot addition, they would need to go back through the process.

**Mr. Hickok** said Mr. Kosluchar has very carefully taken a look at all the proposed numbers for the units that were there, and the likelihood of the City exceeding that is not great. In fact, there would probably be fewer units.

**Councilmember Bolkcom** stated she was talking more about certain discussions in there related to Public Works and what would and would not stay there.

**Mr. Kosluchar** stated she is referring to the operations and Public Works in the future. There would be an off-site area for storage. If they had a wind storm, they would have somewhere to put store tree debris that is more suitably located next to industrial property or property that is having similar activities. They are looking at that right now as part of this plan. The Public Works operations would be cut down considerably as well.

**Richard Harris**, 6200 Riverview Terrace, stated they were talking about the truck traffic on 69<sup>th</sup> Avenue. Unfortunately, the streets and intersections in Fridley and probably most of Minnesota are 50 years old or thereabouts and they were designed for 40-foot trailers. Somebody decided they should have 53 foot trailers. Consequently, the trucks that are using the intersections today do not fit very well in the intersections. If they are going to redo intersections, they probably should look at designing intersections for the larger trucks.

**Mr. Harris** stated it is his understanding this is for the new city offices and maintenance garage. Is he correct in that assumption?

**Mayor Lund** replied it is actually for a campus for City Hall offices, Fire, Police, and Public Works.

**Mr. Kosluchar** stated it is more than that. It is 889-units of residential, in addition to commercial space. The EAW deals more with those aspects than public development.

**Mr. Harris** stated in Mr. Kosluchar's presentation he mentioned there were some 6-story buildings. Is that getting pretty close to the City's height limit?

**Mr. Hickok** replied in standard zoning, 6 stories or 65 feet in a multi-family district would be the limit. A redevelopment district departs from the standards that they are most familiar with, and an 8-story would be permitted.

**Mr. Harris** stated they are not going to add two stories.

**Mr. Hickok** replied, no.

**Mr. Harris** said he noticed the other day that Braun was taking soil borings. He asked if their findings would be part of it.

**Mr. Kosluchar** replied, yes. Actually, the soils on the site may be the limiting factor. They are doing deeper borings now to determine what the structural nature of the ground is.

**Mr. Harris** stated back when the previous structure was built, they did not pay enough attention to construction integrity. It was more aesthetic. He is hoping this time they do it the other way around.

**MOTION** by Councilmember Varichak to close the public hearing. Seconded by Councilmember Saefke.

**UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CLOSED AT 7:42 P.M.**

**NEW BUSINESS:**

- 6. First Reading of an Ordinance Amending the Fridley City Code by Creating Chapter 609, Liquor Caterers Registration and Event Notification Permit; Amending Chapter 508 Parks and Parkways, Section 508.21.5.D., Allowing City - Registered Caterers to Serve Alcoholic Beverages at Springbrook Nature Center; and Chapter 11, General Provisions and Fees, Section 11.10. Fees, Creating Fees for Registration of Caterers and Event Notification Permits.**

**Debra Skogen**, City Clerk, stated this is the first reading of an ordinance creating Chapter 609 requiring caterer registration and event notification. There has been a lot of discussion about "Event Centers" which appears to be a new trend in the state. As properties have become vacant or have been on the market for a long period of time, they are being purchased without the buyers inquiring as to the type of zoning or use of the property. As a result, staff has received a lot of inquiries about whether a liquor license can be acquired for a specific event in a specific location or inquiries about individuals who do not have a liquor license. Minnesota Statute, Section 340A.404, Subd. 12, provides language allowing a restaurant with an on-sale liquor license to acquire a state caterer's permit. The holder of the permit may sell intoxicating liquor as an incidental part of a food service that serves prepared meals offsite of their licensed premises.

**Ms. Skogen** stated the statute allows cities to regulate caterers, and requires caterers to notify the local police department of the event and location.

**Ms. Skogen** stated after reviewing several other municipal codes related to this topic, an ordinance was drafted which would require caterers to register with the City and provide an Event Notification Permit for each event.

**Ms. Skogen** stated the ordinance defines the conditions of registration and information required for reviewal of registration. It requires an Event Notification Permit to be filed 10 days prior to the event. It provides an appeal process. It also creates administrative offices and fines for required liquor compliance checks, similar to licensed establishments in the City.

**Ms. Skogen** stated in addition to requiring registration and event notification, this ordinance amends Chapter 508 of the City Code to allow a registered caterer to provide food, malt liquor and wine for events at Springbrook Nature Center; and establishes the fees for the registration and Event Notification Permit.

**Ms. Skogen** stated staff recommends Council hold the first reading of this ordinance.

**Councilmember Bolkcom** stated Section 609.02, said the form may contain the business name, address, phone, e-mail address, contact name or any other information deemed necessary by the City Clerk or Public Safety Director. She asked what that information was or if it was random every time someone asks for a registration. How does staff decide what other deemed information was needed?

**Ms. Skogen** replied, they are starting out with the information that they have outlined but as to any other information, depending on how this goes, they may have to include further information and that would allow them to do that.

**Councilmember Bolkcom** asked, so it is not randomly depending upon who the caterer is?

**Ms. Skogen** replied correct.

**Councilmember Bolkcom** asked, under Section 609.03, has run-on sentences. Can they bullet point No. 1 maybe? Then under No. 5, no sale of alcohol beverages shall, they come to the words must and shall. Have they decided they are going to use "must" or "shall"?

**Mayor Lund** replied, as far as when they had these discussions before, to him "must" and "shall" hold the same meaning.

**Darcy Erickson**, City Attorney, replied it is obligatory. She said she would concur with Mayor Lund. If the language is troublesome, maybe they could say, "is" permitted after "no sale of alcohol."

**Councilmember Bolkcom** stated it comes up every once in a while and they have changed some to "must." As to No. 6, the property owner shall give consent. That is another one.

**Councilmember Bolkcom** stated as to No. 8, "If the event is held outside, the applicant shall indicate how the alcohol will be confined to a particular area." If she has a restaurant with intoxicating beverages, she has to have it fenced in. Is the City saying that as long as they tell the City where it is, it can be open? It came up when they were talking about Springbrook that if they had an outside patio it would need to be fenced in. What are they saying there? Do they have to tell you where that area is in their application?

**Ms. Skogen** replied they are trying to keep the alcohol in one location so if they are outdoors they are not walking around the street or parking lot. They are in one area, contained.

**Councilmember Bolkcom** stated should it say that then that it has to be separated. Is there a better way of saying that? To her it just says they are going to define where it is. It does not mean that no other people can go in. If she is 16-years old can she go to that area where they are serving alcohol?

**Ms. Skogen** replied she believed they would be carding them at the area as they walk in. The other thing to remember is insurance. They have to provide insurance and they have to have a specified area as to where that alcohol is contained to.

**Councilmember Bolkcom** asked what that had to do with insurance.

**Ms. Skogen** replied, with a liquor license, they would be confined to a specific area. For all of the restaurants the City provides, it has to be inside of the restaurant, unless they have a patio endorsement. This is just trying to contain the alcohol into one location.

**Councilmember Bolkcom** stated she asks that staff go back and look at what the City has as far as restaurants, etc., and they try and fine tune it. To her it leaves it a little open. It does not say confined there. It does not mean that other people cannot go there.

**Ms. Skogen** replied, she is not sure there is a better way to say this.

**Attorney Erickson** stated she did not know that you necessarily would restrict people from going there. A restaurant is licensed for a particular premises and alcohol cannot be moved off of those defined premises as it relates to their license. It would not be illegal for a 16-year old to be there, for example, at the wedding reception at Springbrook Nature Center. There might be underage guests, and they are not going to be able to partake. The liquor/caterer is going to have to comply with every other state law. However, we can improve upon this language just to say that the liquor caterer will have to define the premises to the area of the property to which alcohol is permitted and limit it to that so it is not taken into the woods at the Nature Center.

**Councilmember Bolkcom** stated as to No. 10, "The City may by resolution establish a list of premises for which a caterer may not provide services at an event without explicit approval. . . ." She asked Ms. Skogen if she had something in mind or thought it was one the City should have just in case. She asked for an example.

**Ms. Skogen** replied, she does not really have anything in mind; but you could have a premise that had a caterer but have had incidents that have created more enforcement. You could then create a resolution stating that this specific location could not be a liquor-catered event. This basically is in because there three other cities that have this.

**Councilmember Bolkcom** stated to her this is like they just decided there is no way on such and such a street this is going to happen, but Ms. Skogen is saying more related to a premises that has had problems so any caterer could come in.

**Ms. Skogen** stated they can keep it in or remove it.

**Councilmember Bolkcom** stated maybe just tweak it a little bit.

**Councilmember Bolkcom** stated on page 72, under 609.06(2), "The operation of an event does or will unreasonably. . . ." Why is it does or will?

**Ms. Skogen** replied they could start the sentence with "if" as opposed to or change some of those words.

**Attorney Erickson** stated that might have been placed in there as "does or will" because of denial being in the future or "will". Either you are being suspended or you are being denied, but they can fix that language by putting "if" instead of using those words.

**Councilmember Bolkcom** stated when you have bullet points do you normally have semi-colons at the end of the paragraphs? The first section ends in a period and then the rest are all semi-colons.

**Councilmember Bolkcom** said with respect to No. 6 on the next page, do you need the word, "or"? It is any one of these things?

**Attorney Erickson** replied, yes, any of those could be grounds for denial or suspension.

**Councilmember Bolkcom** stated under 609.07(2)(A), in the middle of the paragraph, "In the event a party participates," she asked who the party was. **Ms. Skogen** replied, she believed it is

the individual who is serving the alcohol. It is not new language.

**Councilmember Bolkcom** asked whether that is defined somewhere in the Code?

**Ms. Skogen** replied, they have it in Chapters 602, 603, and 609. She asked if it was the word "party" she had a question about.

**Councilmember Bolkcom** replied yes.

**Ms. Skogen** stated, no, it is not defined.

**Councilmember Bolkcom** asked, should it be in this section?

**Ms. Skogen** replied, they could change that word to individual.

**Mayor Lund** stated it could be applicant, individual, or party.

**Attorney Erickson** stated party, individual, or person. These are the penalties for the individual person who violated the conditions of a license, the statute, the caterers, and the entity who holds the permit or registration.

**Ms. Skogen** stated this would be under a compliance check where you have an underage individual going in and attempting to purchase alcohol. The individual who did the serving is the individual who would be penalized.

**Councilmember Varichak** asked if it would need to be changed in all the other chapters.

**Councilmember Bolkcom** stated under No. 3 was saying. "Any officer of the City's police department shall, upon determining there has been a violation, notify the violator of the violation." How do they know what the violation is?

**Ms. Skogen** replied after a compliance check has been done, a police report is made. There is a police report for those who have passed and a separate one for those who have been denied. The patrol officer who is out with the underage person is the one who writes the report. In trying to determine how the letters would be sent out, when they first started doing it, it was determined that the City Clerk's office would do that. She gets the reports and the letters are actually provided by them and they send them downstairs and have the Police Captain sign them and they go out. The officer is working with an underage person who is given "x" amount of money, they go into the business and attempt to make a purchase, and they bring their product out with any leftover money. Whatever happens is recorded.

**Councilmember Bolkcom** stated as to the language in the same paragraph, "said notice of violation shall be sent to the municipality who issued the liquor license to the caterer." If they had a liquor license from, for example, Cottage Grove, then who sends the notice?

**Ms. Skogen** replied the Police Department. It would most likely be prepared in her office and provided to the Police Department for their signature. The letter would have to be drafted and the same letter would go out to any future caterer who had a violation to the City who issued that license. She is assisting the Police Department in their process.

**Councilmember Bolkcom** stated as to page 74, No. 4, "The penalty may be paid in person or by mail, and payment shall be deemed to be an admission of the violation." How soon do they have to pay it?

**Ms. Skogen** replied, they are given 20 days after the date they received notification to make the payment. With the City's current liquor license compliance checks, they actually will contact her or the Police Department and the City will come up with a payment plan. What happens is a lot of people lose their jobs since they violated Code. If they do not call and make arrangements to make payments, then they can be charged with a misdemeanor.

**Councilmember Bolkcom** stated she understands what Ms. Skogen is saying but the first sentence says they have within 20 days of the time of issuance of the notice to pay the amount set forth on the notice." So they have within 20 days to do both?

**Ms. Skogen** replied, yes. They have the choice of asking for a hearing so they can come before a hearing officer and state their case or they can pay the fine or make arrangements to pay the fine. In the 18 years she has been doing this they have only had two public hearings and that was at the very beginning when this was first established. Now people pay and they call and make arrangements. The City has not done caterers so that would be something new

**Councilmember Bolkcom** asked if they put it in the mail on the 20th day is that being paid?

**Ms. Skogen** replied they went by what is currently in the Code so 20 days from the date of receipt is what she believes the letter states.

**Councilmember Bolkcom** asked if it is by the postmark so even if it does not reach the City here on the 20th day?

**Ms. Skogen** replied, even if they get it on the 21st day they will accept it.

**Mayor Lund** stated they would go by the postmark would they not?

**Ms. Skogen** stated the goal is to say you have 20 days to get in touch with the City, make the payment, or schedule a hearing. Just to let them know have to do something.

**Mayor Lund** pointed out a lot of commas in No. 5.

**Councilmember Bolkcom** stated as to No. 9, the word again "party" is used. Again, the wording needs some help.

**Councilmember Bolkcom** asked Ms. Skogen whether the \$100 fee covers all the work they have to do on this..

**Ms. Skogen** replied, in talking with the Police Department they felt they are going to look into the background on them once. And then for each event, the permit would be \$25. She talked to one of the caterers in the City, and they felt it was reasonable. The City is not actually licensing them, they are registering them. A background check has already been done by another city, so it will not be as intensive.

**Councilmember Bolkcom** asked if the Fridley Police Department would call the other city and ask them.

**Ms. Skogen** replied, they would contact the other city and find out the number of police calls, whether they have had issues, etc.

**Councilmember Bolkcom** asked Ms. Skogen, if they though most caterers that have a liquor license would report problems.

**Ms. Skogen** replied, that would be their goal. If they had an issue here, they would report that to the other city.

**MOTION** by Councilmember Saefke to waive the reading of the ordinance and adopt the ordinance on first reading. Seconded by Councilmember Barnette.

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

- 7. First Reading of an Ordinance Creating a New Chapter of the Fridley City Code, Chapter 610, Liquor Manufacturers, and Amending Chapter 11 of the City Code by Establishing Fees.**
- 8. First Reading of an Ordinance Amending Chapter 603 of the Fridley City Code Entitled Intoxicating Liquor to Allow for Brew Pubs and Amend the Hours of Operation; Chapter 602, Section 609.09; and Chapter 606, Section 606.11, Amending the Hours of Operation.**

**Debra Skogen**, City Clerk, stated this is the first reading of an ordinance creating a new chapter entitled, "Liquor Manufacturers" and also the first reading of an ordinance allowing for brew pubs and amending the hours of operation.

**Ms. Skogen** stated Chapter 610 is being written because of the increasing popularity of craft beers and microdistilleries. Research was completed and an ordinance was drafted to address how the City could license liquor manufacturers. While the State licenses liquor manufacturers, it does allow cities to issue "taproom," "cocktail room" or "brew pub" licenses.

**Ms. Skogen** stated language was drafted to allow a manufacturer to receive a license from the City for an on-sale brewer "taproom" license; an off-sale small brewer license, allowing for the sale of "growlers" at the brewery; an on- or off-sale brew-pub license; an on-sale microdistiller "cocktail room license"; and an off-sale microdistiller license

**Ms. Skogen** stated the City can be more restrictive than the State. Staff is recommending the following:

- On-Sale brewer taprooms and microdistiller cocktail rooms be open similar to the times of restaurants and clubs. They may choose different hours but to begin with, she thought they should have the same capabilities.
- Off-sale brewer license and brew pub license are limited to the hours of 8 a.m. through 10 p.m. Monday through Sunday. This does allow the off-sale malt liquor to provide growlers on Sunday.
- Off-Sale microdistiller licenses are limited to the hours of 8 a.m. through 10 p.m. Monday through Saturday and closed on Sunday.

The only products they can sell off-sale are products they make themselves.

**Ms. Skogen** said to remain consistent with the City's other liquor codes, the remainder of the ordinance is in the same format.

**Ms. Skogen** said a lot of research and discussion has gone into this new chapter and as a result, a few minor changes were needed to Chapters 602, 603 and 606 to allow for Beer Pubs and to amend the hours of operation.

**Ms. Skogen** stated to allow for fees, Chapter 11 would be amended establishing the following fees:

\$600 – for on-sale Brew Pubs, Brewery “Taproom” License” and Microdistiller “Cocktail Room” License.

\$300 – for Small Brewer Off-Sale License, Brew Pub or Microdistiller License.

\$200 – for Investigation of Individual

\$400 – for investigation of Partnership/Corporation

\$100 – for Alteration of Business

\$25 – for Change in Officers.

**Ms. Skogen** stated a brew pub may only operate as a restaurant to be eligible for an on-sale brew pub license. To allow for brew pubs, there are a few amendments to Chapter 603:

- Section 603.01 provides for a definition of a brew pub;
- Section 603.02 allows for a license to be granted;
- Section 603.08 provides for an exception to a manufacturer to allow for a brew pub;
- Section 603.09 defines places that are ineligible for a brew pub license;
- Section 603.10 provides for an exception to a brew pub to allow for the “off-sale” of the “growler” and requires brew pubs to have a minimum food sales of 40 percent;
- Section 603.11 amends the opening hours of operation of restaurants and brew pubs to 8:00 a.m. Monday through Sunday;
- Section 603.26 allows a brew pub to apply for a patio endorsement;
- Amending Chapters 602 and 606 staff is looking at just the hours of operation because of the change of the law in 2015 allowing the sale of liquor between 8 a.m. and 10 a.m.;
- Section 602.09 is amended to allow for the sale of 3.2 percent malt liquor between the hours of 8:00 a.m. and 1:00 a.m. Monday through Sunday; and
- Section 606.11 is amended to allow for the sale of intoxicating liquor at a Club between the hours of 8:00 a.m. and 1:00 a.m. Monday through Sunday.

**Ms. Skogen** stated staff recommends Council hold the first reading of this ordinance.

**Ms. Skogen** stated as to Item No. 8, staff recommends holding the first reading of an Ordinance Amending 603 of the Fridley City Code Entitled Intoxicating Liquor to Allow for Brew Pubs and Amending the Hours of operation; Chapter 602, Section 602.09 and Chapter 606, Section 606.11 Amending the Hours of Operation.

**Mayor Lund** stated on page 80, Definitions, No. 6, states the definition of 3.2 malt liquor. The next item, No. 7, talks about "Malt Liquor." He asked if there were any changes restricting brew pubs and operations like that to 3.2. He said he did not read anything about 3.2. He is assuming the definitions are all-inclusive so they are not restricting in any way the 3.2 malt liquor.

**Ms. Skogen** replied that is correct. State law allows them to brew 3.2 malt liquor or malt liquor which would be stronger than 3.2.

**Mayor Lund** stated under Fees in Chapter 11, when she talks about "change of officers" that would be a \$25 fee. In those cases in the change of an officer, would the Police Department need to do a background check.

**Ms. Skogen** replied it would be strictly an administrative thing.

**Mayor Lund** stated that would not constitute a change of an officer in the corporation or in the business. It does not constitute having that person being investigated.

**Ms. Skogen** replied correct.

**Councilmember Bolkcom** asked regarding page 82, could she be a brewer and have more than one brewery? Is it within the City of Fridley?

**Ms. Skogen** replied, according to State law, a brewer may only have one taproom license. They may not have ownership in a pub. If they are getting a license in the City of Fridley, they can only have one.

**Councilmember Bolkcom** asked, within the City or all over the State of Minnesota?

**Ms. Skogen** replied because the City is issuing, they have to have a license in the City of Fridley, where they manufacture in their taproom, unless they have a brewery in another city or a taproom.

**Councilmember Bolkcom** but just within our City?

**Darcy Erickson**, City Attorney, said she would look into that.

**Councilmember Bolkcom** asked what the fees for "alteration of business" would be.

**Ms. Skogen** replied an example would be if they started out as a small brewery, brewing 2,000 barrels and they decided they wanted to expand.

**Attorney Erickson** stated in answer to the earlier question, it looks like a small brewer, off-sale, whom she believes is selling growlers, is limited to having just one small brewer license under State law.

**Councilmember Bolkom** stated they can only have one in the entire State.

**Attorney Erickson** stated she does not see a classification on this chart with respect to taprooms. She does not think they can have multiple locations.

**Mayor Lund** asked staff to look into this for the second reading.

**MOTION** by Councilmember Saefke to waive the reading of the ordinance and adopt the first reading of an Ordinance Creating a New Chapter of the Fridley City Code, Chapter 610, Liquor Manufacturers, and Amending Chapter 11 of the City Code by Establishing Fees. Seconded by Councilmember Bolkom.

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

**MOTION** by Councilmember Saefke to waive the reading of the ordinance and adopt the first reading of an Ordinance Amending Chapter 603 of the Fridley City Code Entitled Intoxicating Liquor to Allow for Brew Pubs and Amend the Hours of Operation; Chapter 602, Section 609.09; and Chapter 606, Section 606.11, Amending the Hours of Operation. Seconded by Councilmember Barnette.

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

**9. Resolution Approving Construction Management at Risk Services with McGough Construction for the Preconstruction Services of the Proposed Civic Complex to be Constructed at 7099 University Avenue N.E. (Ward 1).**

**Scott Hickok**, Community Development Director, stated this is a resolution approving the construction manager for the City's potential project at the former Columbia Arena site. In mid-April the City published a Request for Proposal for a Construction Manager at Risk for the potential City complex at 7099 University Avenue N.E. The pre-proposal meeting was held on April 28, 2016, and proposals were then due by May 6, by 10 a.m.

**Mr. Hickok** stated the City received five excellent proposals and an internal team of staff members independently scored those five proposals. A second-envelope system was required by proposers that would then outline the cost of their services. Grading was completed without knowing the cost of by each of the members on the scoring team.

**Mr. Hickok** stated once the scores were turned in to be tabulated, the scoring team opened the envelopes to see what the cost of services would be for each group. What this really did was provide an opportunity for the City to determine the best proposal and what matched the criteria

in the RFP and compare that with the pricing data submitted by the firms to see which firm represented the best value for the City in its selection process.

**Mr. Hickok** stated McGough Construction was chosen as the clear choice by the City's scoring team. As to what the "at risk" part of the construction manager title for this project means, for cities there are really three main types. "Design, Bid, Build" was popular. "Construction Manager Agency," and "Construction Manager at Risk" are also options that you might see more commonly today. Design, bid, build is as the name implies. It is project design by an architect. Once it is designed it is either bid out by a general contractor which they bid for first. Or, in some instances the entity will act as its own general contractor and bid all the individual trades and contracts themselves.

**Mr. Hickok** stated the Construction Manager Agency is a method of project involving RFP construction manager to oversee the preconstruction and construction phases of the project. Their role is to bring in a project on time, on schedule and on budget, and the risk involved with over-runs is at the agency's risk. In this case, it would be the City's if it had gone with this type of proposal.

**Mr. Hickok** stated Construction Manager at Risk (CMAR) is a method of project delivery involving hiring a construction manager to oversee that pre-construction and construction portion of the project. The role of the CMAR is to bring the project in on time and on budget. In this case the risk though is that of the CMAR. They will bring in the project at guaranteed price and time and they hold the risk.

**Mr. Hickok** stated project work provides all services necessary to manage and oversee the construction of a City-owned facility. The range of duties is specifically outlined in their project on pages 108 and 109 and listed as items (a) through (t).

**Mr. Hickok** stated self-performance is something they probably saw in the staff report and they will touch on today. The term means having the Construction Manager at Risk be allowed to bid the bidding stage of the contracts where they specialize in, as McGough specializes, in concrete, masonry, carpentry, finished carpentry. In the RFP, each firm was asked about its interest or desire to self-perform on aspects of the projects. The scoring team scored on the quality of their answer and not on whether they did self-perform. Two firms did self-perform. Two did not. One had a second entity to do some of their work that they were to self-perform.

**Mr. Hickok** stated in all cases, the statutory bidding process was adhered to assure integrity of process and an open book allowed opportunity to demonstrate after the results of the bidding.

**Mr. Hickok** stated McGough Construction has indicated a desire to self-perform. Staff is aggregable to allowing them to do that as long as they meet all statutory requirements and provided their bid is the best bid when it gets to that process.

**Mr. Hickok** stated as to who is on the team: Jim Frisell is the principal, Ken Peterson is the pre-construction manager, Greg Hedlin is the senior project manager, Andy Rasmussen is the project

manager, and Chris Wilde is the project superintendent. The Vice President is Daniel Nelson, who lives in Fridley not far from the project.

**Mr. Hickok** stated as with the architect, the contract is drawn so that the breakdown between preconstruction and construction on the contract at the end of the project is not advanced. The preconstruction value in this case, \$95,000, cannot exceed that price. All contracts for construction will come back to the Council in June. It is a template as the architect's contract, and would represent then for the construction phase 4.35 percent of the overall project cost.

**Mr. Hickok** stated the City does have that break between the preconstruction and the construction which is important to note. Just like the architect's contract, if at some point they did not advance past preconstruction, they would extend that \$95,000. However, when they go to construction that is when the 4.35 percent portion of the contract would apply.

**Mr. Hickok** stated staff recommends approval of the McGough Construction firm as the Construction Manager at Risk for preconstruction services. They will be back with the full 4.35 portion next month.

**Jim Frisell**, McGough Construction, stated they are really excited about the project and feel they are extremely qualified based on previous projects for City. They are excited to be part of the team.

**Mayor Lund** stated they should be pretty proud in the fact they took first in both categories of the rating process.

**Mr. Frisell** replied they are very proud of that. They have done a lot of work in Fridley at the Medtronic campus and also some work for Cummins.

**Councilmember Bolckom** asked where the funding for these services was coming from.

**Wally Wysopal**, City Manager, replied the funding is coming from the City's deferred projects for capital items that were earmarked for repair for the City Hall and Public Works garage. It is the same source the City is paying its potential services for as well. If in fact the City does construct a new building, it will be able to reimburse its capital improvement program with the expenses the City has had by the proceeds of the bond. If the City does not build the building, it will be out those resources that it has earmarked for those capital items and will have to figure out something else. Also, the City conducted a needs assessment about one and one half to two years ago and a conditions assessment of the existing City Hall and the Public Works garage.

**Mr. Wysopal** stated staff brought that report to Council, and he believed the City Hall was in the neighborhood of \$20 million of needed repairs and another about \$20 million or a little less as well at the Public Works garage. When staff presented it to Council, they asked staff to consider alternatives to repairing and building new. That is what set off about a year-long process where they looked at multiple locations within the City to build on.

**Mr. Wysopal** stated it was determined by Council that the Columbia Arena site was the most preferred site for the civic campus. This is a long-winded explanation of where the money is coming from, but they do want the public to know that the money that is funding the construction manager and the architectural services comes from the City's capital improvements program for projects that were earmarked for the existing City Hall and the Public Works garage.

**Councilmember Bolkcom** stated both Mr. Wysopal and Mr. Hickok were involved and this is a great project for the team and they were able to ask some of the questions they all have. She said she appreciates that opportunity

**MOTION** by Councilmember Saefke to adopt Resolution No. 2016-28. Seconded by Councilmember Bolkcom.

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

**1. First Reading of an Ordinance Amending Chapter 205.10, R-4 Mobile Home Park District Regulations, in the Fridley City Code.**

**Councilmember Bolkcom** stated under the first reading, Mr. Hickok said he looked back at the storage. She was not quite sure what if anything changed.

**Mr. Hickok** replied, one of the two facilities has outdoor storage. It predated the special use permit requirements. However, in looking further at that, if they were to make modifications to that, the City wants to make sure it has the ability through the special use permit to be able to provide some stipulations as to, for example, screening, etc. One of the popular things it seems at some facilities like this is to lease out their outdoor storage for campers. This is one of the things where he thinks the City would want some controls on, and they would want to make sure as they look at that closer it is a good idea for people in the development that they have a space for a boat, etc.

**MOTION** by Councilmember Bolkcom to waive the reading of the ordinance and adopt the ordinance on first reading. Seconded by Councilmember Saefke.

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

**3. Approve a Joint Powers Agreement between the City of Fridley and Anoka County for a Traffic Signal System at East River Road (CSAH 1) Northern Stacks Drive (Ward 3).**

**Councilmember Bolkcom** asked under paragraph 2 in staff's memo, on page 34, it says, "under an anticipated grant agreement." What does that do and what is the overall cost, because it looks like the City bears the cost of the signal, maintaining it, and the cost of the power. There is not any number here. It is a huge and beautiful development. However, what is the cost?

**Mr. Kosluchar** replied the signal includes new established poles, wiring, boxes, electrical, and turn lane. There is a lot of work to be done. That is actually under the developer's agreement for Northern Stacks and the developer's cost more than the City Hall construction. It is all rolled into those single plans. They had their engineer prepare the plan, and those are the approved plans with Anoka County.

**Councilmember Bolkcom** asked so they are bearing the cost of the signal.

**Mr. Kosluchar** replied that is correct.

**Councilmember Bolkcom** stated because she was looking at Exhibit C on page 39. It says the concrete curb and gutter was at 50 percent City and 50 percent County.

**Mr. Kosluchar** replied, in this case this would be future maintenance and reconstruction of the signal. These agreements are set up so that they linger on so that when the life cycle of the signal is over, in 30-40 years, it can be rebuilt and there is a cost share between the County and the City.

**Councilmember Bolkcom** stated so the anticipated grant agreement is for a grant that Mr. Hyde would cover?

**Mr. Hickok** replied this is an innovative industries grant by DEED that will help pay \$300,000 towards cost of that installation. What that does is takes some of the cost off the developer and also really assists in getting that signal light in. When it helps the developer, it really helps the City and the other finance mechanisms that are happening in order to clean up that site.

**Councilmember Barnette** stated he had very similar questions. Item 3 on page 36, goes into all the costs and he was wondering himself why the City was responsible for a light that is going onto a county road. That could be a pretty big expense.

**Mr. Kosluchar** replied, Councilmember Barnette is correct. He would expect it will exceed that \$300,000 price tag and run between \$400,000-\$500,000. The reason the City is named in this is because the Joint Powers Agreement is between two parties, the City and Anoka County; and the City is basically being the responsible party to have this constructed.

**Councilmember Bolkcom** asked how soon the signal light would go in.

**Mr. Kosluchar** replied, he does not know. He would say that construction starts this summer. He knows that some materials have been ordered by the developer.

**MOTION** by Councilmember Bolkcom to approve a Joint Powers Agreement between the City of Fridley and Anoka County for a Traffic Signal System at East River Road (CSAH 1) Northern Stacks Drive (Ward 3). Seconded by Councilmember Saefke.

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

**10. Informal Status Reports**

**Councilmember Bolkcom** asked if there has been any discussion with the individual from the special use permit. Any update yet?

**Mr. Hickok** replied there have been a couple talks. The first one was basically kind of a summary of what they do and how they do it to try and accomplish what the stipulations insisted that site would have take place. Some of those are not defined enough at this point to get at the issues they talked about at the last Council meeting. Staff is working with the owner who seems to be very cooperative in this effort to get the language right and to get the methodology by which they keep an eye on that area behind the building so they will not have any issues.

**ADJOURN:**

**MOTION** by Councilmember Barnette to adjourn. Seconded by Councilmember Varichak.

**UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED AT 8:50 P.M.**

Respectfully submitted by,

Denise M. Johnson  
Recording Secretary

Scott J. Lund  
Mayor



## AGENDA ITEM CITY COUNCIL MEETING OF JUNE 13, 2016

Date: June 7, 2016

To: Walter T. Wysopal, City Manager

From: Scott Hickok, Community Development Director  
Julie Jones, Planning Manager  
Stacy Stromberg, Planner

Subject: Second Reading of an Ordinance Amending R-4 Section of Zoning Code Pertaining to Mobile Home Parks; TA#16-02

### **Background**

The City Council has now held a public hearing and the first reading of an ordinance which makes changes to the R-4 Section of the Zoning Code. This text amendment is needed to update terms to match other sections of the Zoning Code related to manufactured home parks. The key change includes applying the same restrictions for home occupations for this zoning district as the City has in single family and two-family zoning districts.

To date, staff has not found there to be any other changes needed to the proposed ordinance language for the R-4 zoning code.

### **Recommendation**

Staff recommends that the City Council hold the second reading and adopt the proposed, attached ordinance at the June 13, 2016 City Council meeting. If adopted, the ordinance gets published and becomes effective 15 days after publication.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 205.10, R-4 MOBILE HOME PARK DISTRICT REGULATIONS IN THE FRIDLEY ZONING CODE**

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

**Section 1: That Chapter 205, Section 205.10 of the Fridley Zoning Code be hereby amended as follows:**

**FRIDLEY CITY CODE  
SECTION 205.10. R-4 ~~MOBILE~~ MANUFACTURED HOME PARK DISTRICT  
REGULATIONS**

**1. USES PERMITTED**

A. Principal Uses.

The following is a principal use in R-4 Districts:

~~Mobile~~ Manufactured home park developments

B. Accessory Uses.

The following are accessory uses in R-4 Districts:

- (1) Parking facilities
- (2) Individual storage buildings, with a maximum of 150 square feet per lot.
- (3) Private recreational facilities or a central building which includes swimming pools, tennis courts, laundry facilities, etc., intended solely for the use and enjoyment of the residents of the principal use and their guests.
- (4) Home occupations.

Home occupations shall be allowed in the R-4 Manufactured Home Park District, subject to the following criteria.

- (a) Home occupations must be carried on entirely within the dwelling unit.
- (b) Home occupations are not permitted within a detached or attached accessory building or garage.
- (c) The entrance to the space devoted to such occupation shall be within the dwelling. There shall be no separate entrance into the business area.
- (d) Employees are restricted to occupants of the dwelling and a maximum of one (1) non-occupant employee.
- (e) There shall be no internal or external alterations, which involve construction features not customarily found in dwellings.

- (f) Mechanical equipment that is not customarily found in a home may not be installed within the dwelling.
- (g) Exterior storage of equipment or materials used in the home occupation is prohibited.
- (h) Parking of commercial vehicles must follow regulations set forth in Chapter 506.13 of Fridley City Code.
- (i) There shall be no additional exterior indication of the home occupation, including advertising and/or displays of any kind other than the permitted signage set forth in Chapter 214.
- (j) Parking needs for the home occupation shall not exceed more than two (2) parking spaces at any given time in addition to the spaces required by the occupants.
- (k) A home occupation involving teaching is limited to four (4) or less students at any given time and lessons or classes shall be given within the principal structure only.
- (l) Licensed day care as defined and regulated by state law is considered a permitted accessory use subject to the regulations set forth herein.
- (m) Over the counter retail sales are prohibited except for articles incidental to a permitted commercial service such as shampoo sold by a beautician or barber and sales conducted by mail or the internet.
- (n) No more than three (3) garage sales of no more than three (3) consecutive days per sales event may be conducted on a property in a 12-month period.
- (o) The following activities or those of a similar nature are prohibited:
  - (1) Motor vehicle service or repair of any vehicles other than those registered to residents of the property;
  - (2) A commercial food service requiring a State license or inspection by a government entity other than the City;
  - (3) Activities that generate significant amounts of customer traffic to the premises, in excess of ten (10) vehicles per day;
  - (4) Activities that generate significant amounts of truck traffic to the premises in excess of three (3) deliveries or pick-ups per week. Deliveries and pick-ups by semi-truck/trailer shall be prohibited.

C. Uses Permitted With A Special Use Permit.

The following are uses permitted with a Special Use Permit in R-4 Districts:

- (1) Wind generators and other tower mounted energy devices exceeding a height of twenty (20) feet above the dwelling roof.
- (2) Solar energy devices NOT an integral part of the principal structure.
- (3) Exterior storage of materials.
- (4) Day Care Centers provided they are to be located in places of worship, schools or in other buildings. (Ref. 1121)
  - (a) At least one (1) off-street parking space shall be provided for each 100 square feet of useable day care floor area.

- (b) Reduction of parking spaces may be allowed when provision of space required for parking stalls, due to the particular nature of the proposed use or other considerations would be an unnecessary hardship. Adequate open space shall be provided to satisfy the total number of required parking spaces.
- (c) When the provisions for required parking space is inadequate, the City may require additional off-street parking be provided. (Ref. 864)

(d) Minimum lot size is 12,000 square feet. (Ref. 1121)

D. Additional Restrictions.

For uses other than principal uses, requirements as to lot size, setbacks, building, parking, landscaping, screening, etc., shall be at least comparable to similar uses in other districts, but also subject to additional provisions as provided by the City.

## 2. USES EXCLUDED

Any use allowed or excluded in any other district unless specifically allowed under Uses Permitted of this district are excluded in R-4 Districts.

## 3. LOT REQUIREMENTS AND SETBACKS

A. Lot Area.

- (1) Each dwelling site in a ~~mobile~~ manufactured home park shall have a minimum of 3,500 square feet.
- (2) Each ~~mobile~~ manufactured home park shall have a minimum of ten percent (10%) of the total land area to be used for open space recreation areas.

B. Lot Coverage.

Not more than thirty percent (30%) of total area used for the ~~mobile~~ manufactured home park shall be covered by all units and accessory structures.

C. Setbacks.

No ~~mobile~~ manufactured home shall be placed any closer to a public street right-of-way than thirty-five (35) feet nor any closer to any other district than fifteen (15) feet.

## 4. PARKING REQUIREMENTS

A. Stall Provisions.

Two (2) off-street parking spaces shall be provided for each unit unless the private access roads are surfaced to a thirty-six (36) foot minimum width.

B. Curbing and Drainage.

All interior streets shall have concrete curbs and the road surface constructed according to City standards to handle drainage according to a City approved drainage plan.

## 5. LANDSCAPE REQUIREMENTS

- A. As of February 1, 1983, the minimum landscaped area for all ~~mobile~~ manufactured home dwellings shall be thirty-five percent (35%) of the total site.
- B. All open areas of any site, except for areas used for parking, driveways or storage shall be landscaped and be incorporated in a landscape plan.
- C. The landscape plan shall be submitted for approval by the City, and indicate the location, size and species, and method and quantity of all proposed plants including designation of any existing vegetation which is to be removed or which will remain with construction.

## 6. PERFORMANCE STANDARDS

### A. Parking Requirements.

All driveways and parking stalls shall be surfaced with blacktop, concrete or other hard surface material approved by the City.

### B. Prohibited Parking.

No outside parking or storage of motor vehicles shall occur except on approved hardsurface driveways and parking stalls. (Ref. 1017)

### C. Exterior Storage.

(1) Nothing shall be stored in the required front yard.

(2) All materials shall be kept in a building or shall be fully screened, so as not to be visible from any public right-of-way.

(3) The City shall require a Special Use Permit for any exterior storage of materials.

### D. Refuse.

All waste materials, refuse or garbage shall be contained in closed containers as required under the chapter entitled "Waste Disposal" of the Fridley City Code.

### E. Screening.

(1) Screening shall consist of a solid fence or wall not less than six (6) feet high in the side and rear yards and a maximum of four (4) feet high in the front yard, and shall not extend to within fifteen (15) feet of any street right-of-way line. Plantings may also be required in addition to, or in lieu of, fencing. The type, size and location of such plantings must be approved by the City.

- (2) Plantings shall not be placed so as to obstruct lines of sight at street corners and driveways.
- (3) The screening requirements shall be satisfied by the use of a screening fence or planting screen according to the following standards:
  - (a) A screening fence shall be attractive and compatible with the principal building and the surrounding land use.
  - (b) A planting screen shall consist of a closely grown hedge, a row of trees, evergreens or other vegetation approved by the City.
  - (c) If the topography, natural growth of vegetation, permanent buildings or other barriers meet the standards for screening as approved by the City, they may be substituted for all or part of the screening fence or planting screen.
- (4) Screening of off-street parking shall be required for:
  - (a) Any off-street parking area requiring more than four (4) spaces or adjoining an R-1 or R-2 District.
  - (b) Any driveway to a parking area of four (4) or more spaces is within thirty (30) feet of an adjoining R-1 or R-2 District.
  - (c) Any parking facility between the building and frontage street must be screened from the street by a hedge, solid fence or closely grown planting strip, at least thirty-six (36) inches in height.
- (5) All refuse or garbage storage receptacles and loading docks must be located in the rear or side yard, and be totally screened from view from any public right-of-way. Provisions must be taken to protect screening from vehicle damage.
- (6) Where any ~~mobile~~ manufactured home park district is adjacent to any other residential district, there shall be a minimum fifteen (15) foot wide screening strip to provide for a physical separation.
- (7) All roof equipment, except alternate energy devices, must be screened from public view unless the equipment is designed as an integral part of the building and is compatible with the lines of the building.

#### F. Drainage And Grade Requirements.

A finished ground grade shall be established such that natural drainage away from all buildings is provided. The following minimum criteria shall apply:

- (1) The minimum elevation of a finished grade shall not be less than one-fourth (1/4) inch rise per horizontal foot of setback measured from curb grade.
- (2) The City may specify a minimum finished ground grade for any structures in order to allow proper drainage and connection to City utilities.

#### G. Landscaping.

The following shall be minimum criteria for landscaping:

- (1) Sodding and landscaping shall extend across the entire front yard and side yards, including the boulevard.
- (2) All other open areas of any site, except areas used for parking, driveways or storage, shall have ground cover and be landscaped with trees, shrubs, berms, and other landscape materials.
- (3) All uses shall provide water facilities to yard areas for maintenance of landscaping.
- (4) It shall be the owner's responsibility to see that all required landscaping is maintained in an attractive, well- kept condition.
- (5) All vacant lots, tracts or parcels shall be properly maintained in an orderly manner free of litter and junk.

#### H. Maintenance.

It shall be the responsibility of the property owner to ensure that:

- (1) Every exterior wall, foundation and roof of any building or structure shall be reasonably watertight, weathertight and rodent proof and shall be kept in a good state of maintenance and repair. Exterior walls shall be maintained free from extensive dilapidation due to cracks, tears or breaks of deteriorated plaster, stucco, brick, wood or other material that give evidence of long neglect.
- (2) The protective surface on exterior walls of a building shall be maintained in good repair and provide a sufficient covering and protection of the structural surface against its deterioration. Without limiting the generality of this Section, a protective surface of a building shall be deemed to be out of repair if:
  - (a) More than twenty-five percent (25%) of the area of any plane or wall on which the protective surface is paint is blistered, cracked, flaked, scaled or chalked away, or

- (b) More than twenty-five percent (25%) of the pointing of any brick or stone wall is loose or has fallen out.
- (3) Every yard and all structures, walls, fences, walks, steps, driveways, landscaping and other exterior development shall be maintained in an attractive, well kept condition.
- (4) The boulevard area of a premises shall be properly maintained, groomed and cared for by the abutting property owner.

I. Essential Services.

- (1) Connection is required on each lot served by City sanitary sewer.
- (2) Connection is required on each lot served by a City water line.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

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**SCOTT J. LUND, MAYOR**

**ATTEST:**

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**DEBRA A. SGOGEN, CITY CLERK**

Public Hearing:  
First Reading:  
Second Reading:  
Published:

**PLANNING COMMISSION MEETING**  
**May 18, 2016**

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

**MEMBERS PRESENT:** David Kondrick, Brad Sielaff, Leroy Oquist, David Ostwald, Mark Heintz, and Mark Hansen

**OTHERS PRESENT:** Stacy Stromberg, Planner  
Natasha Lukacs, Code Enforcement Intern  
Steve Witzel, Mobile Maintenance, Inc.  
Joe Fulton, 520 Glencoe Street NE  
Todd Ofsthun, TCO Design  
Nathan Running, Gen One LLC  
Dean Bloemke, Welcome Home Management Co., Hutchinson MN  
Paul and Mary Ann Laes, 5400 4<sup>th</sup> Street

**Approval of Minutes:** April 20, 2016

**MOTION** by Commissioner Sielaff to approve the minutes as presented. Seconded by Commissioner Oquist.

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

**Commissioner Hansen** stated regarding Commissioner Oquist's question about what the EQE Commission was talking about in reference to the bubbler that existed in Moore Lake he wanted to clarify it is a bubbler that aerates the lake. It allows for fishing and helps maintain fish. However, it also attracts quite a bit of water fowl which tend to produce a lot of undesirable things along the Moore Lake beach area and reduces the water quality. It is something they are looking at and would like the City to perhaps eventually consider turning it off for a period of time.

**1. PUBLIC HEARING:**

**Consideration of a Public Hearing for a Special Use permit, SP #1604, by Mobile Maintenance, Inc., to allow the construction of a parking lot on a lot zoned R1, Single Family, for the purpose of parking vehicles related to the petitioner's business, generally located at 513 Fairmont Street NE.**

**MOTION** by Commissioner Oquist to open the public hearing. Seconded by Commissioner Sielaff.

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

**Stacy Stromberg**, Planner, stated the petitioner, Steve Witzel, the owner of Mobile Maintenance, Inc., which is located at 8150 East River Road and 505 Fairmont Street, is seeking a special use permit to expand his business parking lot to the residential lot at 513 Fairmont Street.

**Ms. Stromberg** stated the petitioner has owned the lot at 513 Fairmont Street for over 20 years and has used a portion of the east side of the lot for parking of vehicles for his business. The proposed expansion

of the parking lot onto the property at 513 Fairmont Street will allow the petitioner to create a buffer between the residential home next door and his business. The buffer will be created through the installation of fencing and shrub and grass plantings.

**Ms. Stromberg** stated the subject property is a 50-foot wide residential lot located on the north side of Fairmont Street, west of East River Road. It is zoned R-1, Single Family, as are the properties to the north, west and south. The petitioner's property at 8150 East River Road and 505 Fairmont Street, located to the east are zoned C-1, Local Business. The house that was originally constructed on the lot was built prior to 1949. In 1994, the City Council approved a resolution authorizing demolition of the house because it had become hazardous. As a result, the house was demolished in 1994. In 1995, the petitioner purchased the 513 Fairmont Street property.

**Ms. Stromberg** stated the petitioner has operated his business at 505 Fairmont Street for 25 years. The City Council granted a special use permit to allow outdoor storage of material and equipment on the 505 Fairmont Street property in 1993, with several stipulations. When the City conducted systematic code enforcement inspections of its commercial and industrial properties in 2009, staff noticed the petitioner was in violation of his special use permit related to the outdoor storage and inoperable vehicles.

**Ms. Stromberg** stated since 2009 City staff has notified the petitioner in 2010, 2012, and 2013 of special use permit violations on the property related to outdoor storage and parking violations. In 2014 City staff brought the special use permit before the City Council to consider revocation because of the increase in vehicles being parked on the street, encroaching on the vacant residential lot and the vacant commercial lot to the south. The Council did not revoke the special use permit; however, they added a stipulation to the permit that required the petitioner to install curb and gutter along the western edge of the parking lot at 505 Fairmont Street that would meet code requirement by February 10, 2016, to help resolve the ongoing parking issue.

**Ms. Stromberg** stated staff has had continued conversations with the petitioner over the last few years; however the additional stipulation was not met by February 10, 2016 deadline. Therefore, an additional code enforcement letter was sent.

**Ms. Stromberg** stated the petitioner determined that after installing the code-required curb and gutter, with designed parking stalls and drive aisles, there would not be enough land area available on the 505 Fairmont Street parcel to actually use the lot for a parking the business needs. Staff and the petitioner discussed rezoning the 513 Fairmont parcel from R-1, Single Family to C-1, Local Business; but determined that it is not ideal to extend the commercial zoning further into this neighborhood, specifically for this use.

**Ms. Stromberg** stated instead staff suggested the petitioner apply for a special use permit to allow the vacant parcel to be used as additional parking area for the petitioner's business, since that is a provision that is already in City code, provided he complies with setback and other code requirements. A special use permit allows the City to place stipulations on the permit that will need to be complied with in order to maintain the permit. It will also allow the lot to be developed with a single-family house in the future if this business relocates, as the lot will still be zoned residential.

**Ms. Stromberg** stated automobile parking lots for off-street parking spaces for any use on adjacent land is a permitted special use in the R-1, Single Family zoning district, provided they meet setback and screening requirements, subject to the stipulations suggested by staff.

**Ms. Stromberg** stated the petitioner is seeking this special use permit to provide the parking he needs for his business, which will also increase visibility for those traveling along Fairmont Street, as the vehicles will no longer be parked on Fairmont Street. The petitioner has submitted a site plan and landscape plan which show the required setback separation required from the neighboring residential property and the street right-of-way, which will also allow for the installation of a fence, landscaping and a rain garden.

**Ms. Stromberg** stated City staff has not received any comments to date from neighboring property owners.

**Ms. Stromberg** stated City staff recommends approval of this special use permit, as automobile parking lots for off-street parking spaces for any use on adjacent land is an approved special use in the R-1, Single Family zoning district, with stipulations.

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

1. The petitioner to obtain a land alteration permit from the City's engineering staff prior to start of construction of parking area.
2. The petitioner shall obtain any required permits from the Coon Creek Watershed District.
3. The new parking area, curb, gutter, fence and landscaping shall be installed by September 30, 2016.

**Commissioner Oquist** asked what is a land alteration permit?

**Ms. Stromberg** replied, that permit is issued through the City's engineering department and it is used any time there is a certain amount of dirt being moved. A land alteration permit may be issued any time a new parking lot goes in or a driveway goes in. Any time there is a lot of land disturbance, the City requires the property owner to get a land alteration permit through the City's engineering department.

**Commissioner Oquist** stated that would be the amount of dirt that has to be removed to put the asphalt into the parking lot.

**Ms. Stromberg** stated yes, and the City's engineers will review for storm water and to make sure they are in compliance with all those requirements.

**Commissioner Hansen** asked regarding the rain garden, is the applicant going to be responsible for the long-term permanent maintenance of the rain garden?

**Ms. Stromberg** replied, right, yes.

**Commissioner Sielaff** asked Ms. Stromberg to go back and show the aerial. When looking at it, putting in the new parking lot, he asked then would the vehicles park closer to the boundary?

**Ms. Stromberg** stated, correct, the landscape plan she showed on the previous screen was specific to 513 Fairmont Street address. Which means that 25 feet from the property line is where the rain garden would be situated; and 10 feet on either the north side and the west side of the property will be landscaping and fencing. Then the interior area would be where the parking lot and drive aisles will be.

**Chairperson Kondrick** stated it looks like the petitioner will be able to roughly double his current

parking capabilities.

**Ms. Stromberg** stated that is certainly likely and he won't be parking in the boulevard or across the lawn like he is right now.

**Commissioner Hansen** asked how many vehicles are planned to be parked? Looking at the dimensions of the layout, he figured about 7 or 8. Based on the aerial the petitioner has about 8 trucks, will that be about the same?

**Ms. Stromberg** stated she is not sure whether the petitioner has any plans to expand his fleet. He does own 8150 East River Road and 505 Fairmont Street as well, so there are additional parking opportunities on those lots.

**Chairperson Kondrick** asked the petitioner how many more vehicles are necessary for him to do a business?

**Steve Witzel**, Mobile Maintenance, Inc., replied they actually have less vehicles now than is shown on the aerial. They have worked out an agreement with the laundry business next door, for additional parking spots if needed. They will typically park the employees' vehicles at the laundromat as they have extra parking there.

**Chairperson Kondrick** asked if acquisition of this land will be used to help him have his employees parking there as opposed to the laundromat's lot?

**Mr. Witzel** stated that many employees now bring their vehicles home so less employee's cars need to be parked on site, but the new parking plan will work. He stated it will increase the safety as well because they will have more room to move around in the parking lot and when looking both directions on the street. The flow will be a lot better as well.

**Commissioner Sielaff** asked Mr. Witzel there will be adequate parking for his vehicles and the employees?

**Mr. Witzel** replied, yes, and they have actually encouraged several of their employees to take their vehicles home now.

**Commissioner Hansen** asked are these vehicles that are in continuous use or are they in storage?

**Mr. Witzel** replied, at any given time he has two extra vehicles in case a vehicle breaks down. In the past City staff noticed inoperable vehicles with the tabs expired. They were not sitting there on blocks with no motors or tires, etc.

**Chairperson Kondrick** asked the petitioner if he had an opportunity to see and explore the stipulations that were suggested?

**Mr. Witzel** replied, yes.

**Chairperson Kondrick** asked Mr. Witzel whether he had any problems with them?

**Mr. Witzel** replied, no. The only thing that has been a little bit of an issue which really is not relevant here is that he's learned anything one acre or less is not required to have a permit from the Watershed, but the Watershed is insisting he has one anyway.

**Ms. Stromberg** replied, she knows Mr. Witzel has been working with the Watershed on this discrepancy.

**Mr. Witzel** replied, his engineering firm pointed this out. They suggested to him he did not need an engineer because of the size of the lot, the Watershed does not need a plan. However, at the end of the day he will jump through whatever hoops he feels are necessary to accomplish this.

**Commissioner Ostwald** asked why would the Watershed be involved? The property is not next to the river or drainage, etc.

**Mr. Witzel** stated anytime anybody does any dirt work within the watershed the watershed district requires that a permit process be followed. He is not sure it is applied to everyone but is to him because it is a commercial lot.

**Commissioner Hansen** stated he has some background with the Watershed and from their prospective if this property were developed today it would have these types of requirements, like a rain garden. Therefore, when applications of this nature come in they look at trying to bring up the whole site into current standards. A rain garden is a good thing as long as it is maintained.

**Mr. Witzel** stated when the engineer he hired suggested as they were going to need to do an underground water tank and a lift station, that is when he became concerned, because it would cost him more to comply with the Watershed than it would for the whole project.

**Chairperson Kondrick** stated they understand his position.

**Joe Fulton**, 520 Glencoe Street NE, stated he lives on the property just north. Obviously the view is going to change which is not an ideal situation, as it is just an empty lot right now. They are shifting parts of the commercial business over into a residential lot so that becomes his backyard. Granted he understands there is going to be fencing, etc. He did get a copy of the site plan but it does not state what the fence height will be and how it is going to appear.

**Mr. Fulton** also asked if the use of the lot has the potential to change. Is it strictly going to be parking or are they going to allow for storage of things back there? He just wanted a better understanding of the request. It is not an ideal situation coming into a residential area. The parking lot will have a lot more traffic and cars coming in and out all the time. He wants to make sure it is convenient for everybody.

**Commissioner Oquist** stated it seems to him if they build an appropriate fence it is going to help block things. There will be a fence and some plantings. It might be better for Mr. Fulton that way so he is not directly looking at a building.

**Commissioner Kondrick** asked Ms. Stromberg how tall does the fence have to be?

**Ms. Stromberg** stated the maximum height on the fence is 8 feet. She is assuming the petitioner is planning on doing a 7 or 8-foot fence. She does not typically see anything shorter in a commercial zoning district. The 513 Fairmont Street lot would only be allowed to have parking related to this business. That

is specifically what the special use permit is for. If anything were to change, Mr. Fulton would be notified again because there would have a hearing. The petitioner is allowed the outdoor storage area on 505 Fairmont Street address. That cannot expand or change without coming back to Council for further review.

**Mr. Fulton** stated that it would be a concern if the business continued to expand. When it is going from residential to commercial it might be the first step of other things that could eventually happen.

**Commissioner Oquist** stated, first of all, they are not rezoning property. They are just giving him a special use permit. If the petitioner wanted to change anything on that property, it would have to come before another hearing. He can only use that as a parking lot. He cannot expand on it, etc.

**Commissioner Heintz** asked Ms. Stromberg whether the petitioner will have to match the fence that covers the outdoor storage now on the north side now or tie into it.

**Ms. Stromberg** replied, she is not exactly sure what the material type is of the fence on the north side. The petitioner would not have to tie into the exact same material. She would suggest that he does do that if it is in good condition. She would not want to stipulate it be the exact same material without knowing the condition of the material.

**Mr. Witzel** stated it is a dog-eared cedar fence now. They would match the fences. He is considering the plastic fence panels which are white and maintenance free as an option too. He honestly thinks it will be better when it is done because right now the trucks are parking there; and there is nothing to shield the headlights at night, etc. He thinks it will look 100 percent better than it has in 10 years because he could not use it for anything so all he did was mow the grass.

**Chairperson Kondrick** asked how tall of a fence is he planning on putting in?

**Mr. Witzel** replied, 6 to 8. Probably 8.

**Chairperson Kondrick** stated "8" would be best.

**Mr. Witzel** replied, yes.

**Chairperson Ostwald** asked about the 10-foot buffer zone between, does he maintain that space between the chain link fence on the north side and then have the wood fence. The petitioner would make sure and keep that maintained all the way around otherwise Mr. Fulton will be looking at a pile of weeds back there.

**Mr. Witzel** replied, Mr. Fulton has slats on his fence as well. In any case they plan on maintaining it. If they need to they will put rain garden there. If they do not it, they will have grass.

**Chairperson Kondrick** stated to the petitioner it sounds like he is going to be a good neighbor.

**Mr. Witzel** replied, he tries to.

**MOTION** by Commissioner Oquist to close the public hearing. Seconded by Commissioner Heintz.

**UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CLOSED AT 7:30 P.M.**

**MOTION** by Commissioner Sielaff approving Special Use permit, SP #1604, by Mobile Maintenance, Inc., to allow the construction of a parking lot on a lot zoned R1, Single Family, for the purpose of parking vehicles related to the petitioner's business, generally located at 513 Fairmont Street NE with the following stipulations:

1. The petitioner to obtain a land alteration permit from the City's engineering staff prior to start of construction of parking area.
2. The petitioner shall obtain any required permits from the Coon Creek Watershed District.
3. The new parking area, curb, gutter, fence and landscaping shall be installed by September 30, 2016.

Seconded by Commissioner Ostwald.

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

**Mr. Fulton** asked about the security lights in the parking lot.

**Chairperson Kondrick** asked whether the City has any provisions as to lighting?

**Ms. Stromberg** replied City Code does regulate lighting. Even if they do not have a stipulation on this request, if he were to call or let the City know there was a glare or light issue, that is something the City would definitely be able to handle.

**Mr. Witzel** replied, he didn't think he was going to install lighting in the back, but if he did it would be facing his property and would be motion sensed.

**Ms. Stromberg** stated the City's lighting code also does require that lights be shielded and downcast so it could not shine across the property line.

**2. PUBLIC HEARING:**

**Consideration of a Public Hearing for a Special Use Permit, SP #16-03, by TCO Design, to revise special use permit, SP #15-09 that was approved to allow a 23 patient room home health care building in an R-3, Multi-Family zoning district, to increase the amount of patient rooms to 28. The overall size of the building won't change, just the layout within the inside of the building, generally located at 5300 4th Street NE.**

**MOTION** by Commissioner Sielaff to open the public hearing. Seconded by Commissioner Hansen.

**UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS OPENED AT 7:34 P.M.**

**Ms. Stromberg** stated the petitioner, Todd Ofsthun, with TCO Design, on behalf of Gen One, LLC, who are the properties owners of 5300 and 5310 4<sup>th</sup> Street NE, is seeking a special use permit to modify the special use permit that was originally approved by the City Council on September 28, 2015 and March 9, 2015 to allow the construction of a comprehensive home care building on the subject properties.

**Ms. Stromberg** stated since the September 28, 2015, approval, the property owners are in the process of hiring Welcome Home Management Company to manage the facility and Americana, to finance the project. Based on their expertise with this type of a facility, they are modifying the special use permit to increase the amount of beds from 24 to 28. The increase in beds directly relates to the financing for this project and an increased interest and demand for this type of facility.

**Ms. Stromberg** stated the following are changes since the September approval:

- The building footprint has been reduced from 5,732 square feet to 5,730 square feet.
- The number of patient beds has been increased from 24 to 28.
- Each patient room now has a bathroom.
- The larger day/gathering room space and kitchen has been moved to the main floor.
- The second and third floors have the patient rooms, with areas for medicine/laundry and storage.
- The amount of parking stalls provided is 16, which is the same number that was provided for the last request. Based on assurances from the management company the property owner is planning to use, the 16 stalls should be more than adequate for staff and visitors. Because of the medical conditions the patients have, they are unable to drive. The shape of the building has become more narrow and elongated on the site, still complying with lot coverage, and setback requirements.
- The overall height of the building and the use, as a comprehensive home care building, will remain the same.
- The existing garage will remain and be renovated – same as other request.
- The building will only be accessed from 4<sup>th</sup> Street through the use of a sidewalk – same as other request.

**Ms. Stromberg** stated the subject property is zoned R-3, Multi-Family and has been since the City's first zoning map. The majority of this neighborhood (east of University Avenue, north of 53<sup>rd</sup> Avenue, and west of 7<sup>th</sup> Street) is zoned R-3, Multi-Family, with some parcels in the middle of the neighborhood zoned R-2, Two-Family and parcels on the east edge zoned R-1, Single Family. Within this neighborhood is a mix of single-family homes, duplexes, 4-plexes and larger unit buildings. The Bona Brothers property on the corner of University Avenue and 53<sup>rd</sup> Avenue was rezoned from R-3, Multi-Family to C-2, General Business in 1971 and 1999 to allow that use to exist.

**Ms. Stromberg** stated hospitals, clinics, and convalescent/nursing homes are a permitted special use in the R-3, Multi-Family zoning district provided that the proposed project complies with the requirements for the special use permit, subject to the stipulations. The proposed use as a comprehensive home care use is most comparable to a convalescent home or assisted living use and therefore staff has determined that a special use permit would be required for the proposed use to exist on this site.

**Ms. Stromberg** stated the proposed facility will have a Comprehensive Home Care Provider License through the Minnesota Department of Health.

**Ms. Stromberg** stated the patients using the facility will be recovering from surgery, transplant (pre-op and post-op) or another type of medical procedure that leaves them needing extensive rehab and medical services. This type of use is needed for patients, who for medical reasons, can't be on their own and do not have family or friends who can care for them.

**Ms. Stromberg** stated based on the slope of the lot, the building will look like a 3-story building from the alley and more like a 2 ½ -story building from 4<sup>th</sup> Street. The ground floor will have (3) separate bedrooms, the second floor will have (13) separate bedrooms, and the third floor will have (12) separate bedrooms, so the building has the ability to house a total of 28 patients.

**Ms. Stromberg** stated Code would require 13 parking stalls for a nursing home use and 14 parking stalls for an assisted living use, therefore the site plan meets code requirements. The petitioner will be providing 16 parking stalls, 6 will be mostly covered under a cantilever roof and the other 10 stalls will be surface parking stalls. Based on assurances from the management company the property owner is planning to use, the 16 stalls should be more than adequate for staff and visitors. Due to the medical conditions the patients have, they are unable to drive.

**Ms. Stromberg** stated the previous site plans submitted by the petitioner did comply with code requirements for parking. The neighbors, the Planning Commissioners and staff did have some concerns as to whether there would be enough parking with staff, plus visitors, and any other specialized staff needed for the patients. Therefore, the petitioner has gone above and beyond what code would require for parking, in order to help alleviate any concerns. The proposed plan has 16 parking stalls, which is 3 over what code would require for a nursing home use and 2 over what would be required for an assisted living use.

**Ms. Stromberg** stated when approving a request like this, staff wants to make sure there is adequate parking provided on-site and that the use is not dependent upon on-street parking. The 16 parking stalls will be adequate for staff and visitors, however since the street is not signed "No Parking", it is likely that from time to time visitors will park on the street. This is acceptable, provided it does not start becoming a problem. Staff will keep the stipulation previously placed on the special use permit that states if on-street parking becomes an issue for this site, the special use permit will need to go back before the City Council for further review.

**Ms. Stromberg** stated the special use permit will also need to go back before the Council for review if in the future the use of the building is changed. The building as designed couldn't work if people residing in it did not have health conditions that did not allow them to drive.

**Ms. Stromberg** stated City Staff recommends approval of this special use permit request as hospitals, clinics and convalescent and nursing homes are a permitted special use in the R-3, Multi-Family zoning district.

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

1. The petitioner shall obtain a demolition permit prior to removal of the existing house on the 5300 4th Street property.
2. The petitioner shall obtain all necessary permits prior to construction.

3. The petitioner shall meet all building, fire, and ADA requirements.
4. City engineering staff to review and approve grading, drainage, and utility plan prior to issuance of a building permit.
5. Landscape and Irrigation plan to be reviewed and approved by City Staff prior to issuance of building permit.
6. If on-street parking becomes an issue as a result of this use, the special use permit and options for additional parking shall be further reviewed by the City Council at the owner's expense.
7. If the comprehensive home health care use changes, the special use permit shall be further reviewed by the City Council at the owner's expense.

**Commissioner Sielaff** asked whether there are any different parking requirements being that there are more beds?

**Ms. Stromberg** stated they are proposing the same amount of parking stalls as the previously request, with the addition of 4 more beds the request will still comply with parking requests as City Code requires 13 parking stalls for nursing homes and 14 parking stalls for assisted living with that many beds. The petitioner is providing 16 so they are over what Code would require based on the amount of beds they have.

**Commissioner Sielaff** stated for 28 beds they meet the Code.

**Ms. Stromberg** replied, they do.

**Commissioner Sielaff** stated but they still have the same amount of parking spots. So they had too many parking spots previously.

**Ms. Stromberg** stated, they had more than code would require. If the Commission remembers the first time the petitioner came through there was a lot of concerns about parking and where people were going to park if the therapist came and with shift changes, etc. Now the petitioner is working on hiring this other group that manages these types of facilities already and they can answer questions about parking needs. There was some data provided in the Commissioner's packet as to the amount of employees on each shift and what happens during a shift change, etc. She believed the petitioner also has people here tonight who can answer parking related questions. The petitioner felt there was not a need to add even more parking than what they are proposing.

**Commissioner Sielaff** stated he remembered they talked about off-street parking. That is not an issue anymore?

**Ms. Stromberg** replied the street is not marked "No Parking". Occasionally a visitor may park on the street. If it becomes an issue then the City will have to further review the special use permit because it is not working then.

**Commissioner Hansen** stated he cannot quite tell from the plan, but is there a rain garden or anything like that proposed on the site?

**Ms. Stromberg** replied, there should be a copy of the landscape plan in their packet. The petitioner has been working very closely with Kay Qualley, Environmental Planner to design the landscaping and the

necessary storm water treatments.

**Commissioner Hansen** in part of the analysis it talks about telemedicine. He did not know what that is and perhaps the applicant can clarify that.

**Ms. Stromberg** replied, the petitioner would be able to best answer that question.

**Chairperson Kondrick** stated when they were going from 24 units to 28, there will be curious as to whether the parking was going to be enough as was the concern the first time this request was heard. It is only logical for people to assume that might become a problem. He wants to have that explained more. He knows what Ms. Stromberg said the Code is, etc.; but the City Council will be asking this very same question. Is there going to be enough parking because the citizenry around there is going to want to know what is going on, especially when they hear there are going to be more beds. If there is enough parking, great. He wants to hear why there isn't and how they can allow that.

**Todd Ofsthun**, TCO Design, stated in regards to telemedicine, he thought they had that taken out of the most recent request. If not, he apologizes. At this point they do not want to commit to telemedicine. Telemedicine is a way for registered nurses to take care of patients through interactive discussions with doctors that are connected through the TV, kind of like Skype. Doctors and even registered nurses can consult personal care providers on site where the patient is without coming to the site. This feature is something they may look at doing in the future.

**Mr. Ofsthun** stated one of the people he has with him tonight, is Dean Bloemke who owns Welcome Home Management Company, and he will be managing the new concept assuming it gets approved. The owner, Nate Running, is also here and he can answer some questions as to how they got to this point. One person who is not here but was at the staff meeting was Susan Hanson with Americana Bank and basically she stated the same thing as Mr. Bloemke, that the new concept would be financed. They had already gone through the process of the review and looking at the building with the owners and said, yes, we will approve that.

**Mr. Ofsthun** stated they also have some representatives from the construction company regarding building site construction and materials, etc.

**Chairperson Kondrick** asked Mr. Ofsthun if he heard what he had to say about parking. This is a concern to the Commission and it will be to the City Council.

**Mr. Ofsthun** replied, yes, and they will address that. They did go over what code required for parking in the past and even though they are increasing the units, the felt the amount of parking stalls was still adequate, but Dean Bloemke can better answer this question as he runs similar facilities by Welcome Home.

**Chairperson Kondrick** asked Mr. Ofsthun if he or his staff had any problems with the stipulations? He asked if he understands them?

**Mr. Ofsthun** replied, yes.

**Nathan Running** stated when they originally started with this project he thought he could hire a local, smaller management company that could run the facility for them because this is not his area of expertise.

The company he was originally talking to overstuffed the building so that is where the parking concern came into plan. Then through the process of getting the approval from his local bank, Americana Bank, the owner of that bank actually owns a couple of these facilities that Welcome Home Management manages. So through this process he had an opportunity to meet Dean Bloemke who runs Welcome Home Management and, after much dialogue back and forth, they determined they did not need the number of staff they originally thought they needed. They thought they needed five more staff members than they actually do to run this facility. That is a product of finding the right management company who understands the staffing needs.

**Mr. Running** stated he had Dean Bloemke join them tonight. He owns some facilities, manages some facilities that are a similar size to this project. He's here to help answer parking questions and needs.

**Commissioner Sielaff** asked how many are they reducing the staff by?

**Mr. Running** replied, they were at 12 and now they are down to 8 at the maximum.

**Dean Bloemke**, Welcome Home Management Company, stated he has been in the assisted living business for about 25 years. He was one of the first people to get into the business in the state. They manage properties all over Minnesota. He has a number of interests in different companies. The first one was Welcome to Our Home as a development company and they went out and built different models of different assisted living starting 25 years ago and they converted a dormitory style building into an assisted living. They are now up to 75 assisted living buildings.

**Mr. Bloemke** stated the industry has kind of oversold the assisted living. You see the Taj Mahals out there, but the care that is needed almost goes back to where they originally started at 25 years ago. That is the very small 25-30 units where you can get the specialized care and really take care of what the patient needs. There is the social model and the medical model. They chose the social model which has a very nice environment, nice living spaces, lots of common areas so people can interact with each other; and they built two of those. One is in Hutchinson and one is in New Ulm. Each one has 18 parking spaces. They have found the parking spaces to be adequate as long as the director ensures that the non-used cars from people who come into this level of care are no longer driving cars as they are generally done with them.

**Mr. Bloemke** stated the maximum number of people they have planned on a weekday is 8. That is 4 care providers (2 per floor), a cook, a community life coordinator, a registered nurse, and an executive director. From there the numbers go down and the p.m. goes to 6 and then to 4. On the weekend they eliminate the executive director. He really believes they have adequate parking based on their experience and what they have seen in the past.

**Mr. Bloemke** stated they are talking about using a comprehensive care license in Minnesota. That is the assisted living license. The use of the property as proposed is truly assisted living, and that parking requirement is 14.

**Chairperson Kondrick** stated so the State of Minnesota is comfortable with the care they are providing for those that are within facility.

**Mr. Bloemke** stated they are well-respected within the State. That is not to say they have not had some issues where he has about 650 apartment units they are managing right now. He has somewhere around

350 employees. Issues come up, and you have to resolve issues. They have all been corrected and are working together and are still here working as a business. They have developed properties in Minnesota, Wisconsin, Iowa, and Arizona.

**Commissioner Heintz** asked what about on a holiday or even a nice spring day and people want to come visit there, what about the parking?

**Mr. Bloemke** replied, on this type of property, if they have an event or they invite people in, there is going to be an issue with adequate parking. He does not think there is a possibility they would ever find enough parking for something like that. They may have to bus people from another parking lot. Typically you get one or two or three visitors at a time, and they kind of space themselves out. Some visitors come at night, some come Saturdays, some come Sundays. Some come once a week and some never have visitors.

**Chairperson Kondrick** stated there is still on-street parking that can be used for a short period of time.

**Paul Laes**, 5400 4<sup>th</sup> Street NE, lives just down the block. This is the first time he was notified of this building going in at that location. He does have a locked mailbox but he always checks his City mail when it comes in, for the water bills, and he is an election judge so he has to pay attention to it.

**Chairperson Kondrick** asked staff is Mr. Laes beyond the 350?

**Ms. Stromberg** replied, yes he is.

**Chairperson Kondrick** stated as a matter of rule, in a situation like this, the City sends out mailings to people who live within 350 feet.

**Mr. Laes** replied he is right on the edge.

**Mr. Laes** stated he is going to hit on the parking because he lives there, he drives up and down the street, two and three times a day. The main entrance to the parking area is off 53rd Street. That is the main thoroughfare, and that is going to get jammed up every day. You have the two gas stations, the little frontage road there, the car dealership, the liquor store. Traffic jams up every day. Once every two months there is an accident at that corner of University and 53rd. Now we are increasing traffic there so anybody coming off University to try and turn in during that time period could get caught up and cause more problems.

**Mr. Laes** asked where is the petitioner going to put the snow from those lots? That is a lot of snow. That alley is not that wide, and it is long. He saw the numbers on staff, 8, 6, and 4. That means at any given time during the day there will be 14 parking spots filled. If any guests come they use up the different ones so it is going to be overflow. The main entrance is on 4th Street so everybody who is parked in the parking lot has to walk all the way around the building. Human nature being as it is, people are lazy and will park on 4th Street. That intersection on 4th and 53rd is hard to get through anyways during rush hour. They are going to run into a major problem there.

**Mr. Laes** stated who is going to do maintenance on the alley? There are potholes on it now. Also there is going to be truck traffic to bring food in there, medical material, deliveries, ambulance, etc. Now they are just going to increasing it more. Just with the staff that is 36 times more going in and out of the

driveway parking area there and then you got the trucks.

**Mr. Laes** stated parking will be an issue. He has been dealing with parking for his military career so he knows parking is a problem on this here. Plus he is sure the people who live across the street did not plan on having to look at an apartment building across the street from their house.

**Mr. Bloemke** stated he appreciates Mr. Laes' comments as to the parking and the alley, but they can be mitigated a number of different ways. The first thing that could be done is they can have their shift changes sometime other than rush hour. They do not have to have shift changes at 7 and 4. They can do it at 5 a.m. and 2 p.m. or whatever to avoid rush hour. Another thing they can do is staggered shift changes. Not have eight people going on a shift at one time. They have one person going off now and one person going off then, and in their operations it is really helpful because the memory of what happened in a building that day does not go out the door with the shift change. If someone else was involved in that subject, somebody goes off and somebody goes on, you have a meshing of the memory for the institution every day.

**Chairperson Kondrick** asked petitioner to address the snow removal.

**Chairperson Oquist** asked regarding the people parking around the back on the west side of the building where the parking stalls are, that they would have to walk around to the front. He noticed that on the Plan there is an entrance on that lower level. Is that open to the public?

**Mr. Ofsthun** stated as to snow removal, there are several, granted small, spots on the site. Like in most businesses on these kinds of lots, when they get bigger snows they temporarily push it aside and then remove it and store it off-site somewhere.

**Mr. Ofsthun** stated as to the entrance, yes, the entrance on the east side on Fourth Street is only an emergency exit/entrance. The main entrance will be on the west side. That is where all the guests, staff, and all the parking will be.

**Chairperson Kondrick** asked if someone wants to visit a patient in the building and parks on 4<sup>th</sup> Street, they have to walk around to the back of the building to gain entrance?

**Mr. Ofsthun** replied, that is correct. However, Mr. Laes was suggesting the other way - parking it the alley and then walk around.

**Mr. Laes** stated it says in the specs, building will only accessible from Fourth Street through the use of the sidewalk same as the other request.

**Ms. Stromberg** stated what that sentence meant is you would only be able to walk up to the building through a sidewalk from 4<sup>th</sup> Street. There would not be a driveway coming off 4<sup>th</sup> Street.

**Commissioner Oquist** asked the entrance would be locked then?

**Mr. Ofsthun** replied, yes, it is an emergency exit. There were a lot of things they went over fairly quickly tonight, since this request has been before this commission before, and there was a lot of conversation about the quality of the building, the quality of the materials, the upkeep, it is going to be landscaped very nice and kept up very nice because that is what the families want.

**Commissioner Heintz** asked Ms. Stromberg if Bona Brothers still has the car wash there?

**Ms. Stromberg** replied, yes.

**Commissioner Heintz** asked whether there is any problem with that alley with them? People lining up to get access? The other thing that Mr. Laes brought up was ambulances, trucks entering and unloading food and that type of stuff.

**Mr. Bloemke** replied, essentially they have two deliveries a week. One food delivery truck and, from their experience with working with their suppliers, they can put it in any time day or night.

**Mary Ann Laes**, 5400 4<sup>th</sup> Street, stated just an observation. Bona Brothers is currently using part of the empty lot for storage of their cars.

**Chairperson Kondrick** asked her what does she suppose will happen when this building goes up?

**Ms. Laes** replied, Bona Brothers is going to need to find parking elsewhere and she wonders where that will be.

**Chairperson Kondrick** replied, they are aware of that. It came up last time they spoke.

**Commissioner Oquist** stated, yes, and staff was going to tell them to get their cars off the lots.

**Ms. Stromberg** replied, staff has and she thinks the owners have.

**Mr. Running** stated at the staff meeting they talked about this, and they got approval from the bank and the title company to put a fence up so there is a fence around that property now.

**Mr. Laes** asked how does this affect the property values in the neighborhood?

**Chairperson Kondrick** replied, he is not sure; but he would say this is going to be a sharp-looking building. It is not going to be a piece of junk that the Commission would be disappointed in having. They have insisted the petitioner jump through a lot of hoops to make sure the building will not be too tall, it will have an exterior that is nice, and one that the neighborhood could be proud of it. It sure serves a worthwhile purpose for people in their particular health condition.

**Mr. Laes** asked who is to maintain putting down blacktop and filling potholes?

**Chairperson Kondrick** stated this is a City alley. He is assuming the City is going to be doing the plowing and fixing it up and take care of things as neighbors complain.

**MOTION** by Commissioner Heintz to close the public hearing. Seconded by Commissioner Oquist.

**UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CLOSED AT 8:17 P.M.**

**Commissioner Oquist** stated they had a lot of good discussion tonight which was what they have talked about before. However, this special use permit is only to allow an increase in units from 23 to 28.

**MOTION** by Commissioner Sielaff approving Special Use Permit, SP #16-03, by TCO Design, to revise special use permit, SP #15-09 that was approved to allow a 23 patient room home health care building in an R-3, Multi-Family zoning district, to increase the amount of patient rooms to 28 with the following stipulations:

1. The petitioner shall obtain a demolition permit prior to removal of the existing house on the 5300 4th Street property.
2. The petitioner shall obtain all necessary permits prior to construction.
3. The petitioner shall meet all building, fire, and ADA requirements.
4. City engineering staff to review and approve grading, drainage, and utility plan prior to issuance of a building permit.
5. Landscape and Irrigation plan to be reviewed and approved by City Staff prior to issuance of building permit.
6. If on-street parking becomes an issue as a result of this use, the special use permit and options for additional parking shall be further reviewed by the City Council at the owner's expense.
7. If the comprehensive home health care use changes, the special use permit shall be further reviewed by the City Council at the owner's expense.

Seconded by Commissioner Oquist.

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

3. **Receive the minutes of the April 12, 2016, Environmental Quality and Energy Commission Meeting.**

**MOTION** by Commissioner Ostwald to receive the minutes. Seconded by Commissioner Hansen.

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

4. **Receive the minutes of the April 4, 2016, Parks & Recreation Commission Meeting.**

**MOTION** by Commissioner Heintz to receive the minutes. Seconded by Commissioner Sielaff.

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

**OTHER BUSINESS:**

**Ms. Stromberg** stated the lot split and special use permit from last month's meeting were approved by City Council.

**Ms. Stromberg** introduced the City's code enforcement intern, Natasha Lukacs. She is going to be doing residential and commercial/industrial inspections.

Planning Commission Meeting

May 18, 2016

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**Commissioner Oquist** stated she can send letter out regarding code violation?.

**Natasha Lukacs**, Code Enforcement Intern, replied, yes, she has sent out a lot of letters already and it is Week 3.

**Chairperson Kondrick** stated they have had good success in the past with that. Most times it is necessary.

**Ms. Stromberg** also acknowledged their new commissioner, Mark Hansen. He is the new Chair of the EQEC.

**ADJOURN:**

**MOTION** by Commissioner Oquist to adjourn. Seconded by Commissioner Ostwald.

**UPON A VOICE VOTE, ALL VOTING AYE, CHAIRPERSON KONDRICK DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED AT 8:23 P.M.**

Respectfully submitted,

Denise M. Johnson  
Recording Secretary



## AGENDA ITEM CITY COUNCIL MEETING OF JUNE 13, 2016

Date: June 8, 2016

To: Walter T. Wysopal, City Manager

From: Scott Hickok, Community Development Director  
Julie Jones, Planning Manager  
Stacy Stromberg, Planner

Subject: Resolution approving Special Use Permit Request, SP #16-03, by TCO Design for the properties at 5300 4<sup>th</sup> Street

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### **ANAYLSIS**

The petitioner, Todd Ofsthun, with TCO Design, on behalf Gen One, LLC, who are the properties owners of 5300 and 5310 4<sup>th</sup> Street NE (which have been combined and is now only addressed as 5300 4<sup>th</sup> Street), is seeking a special use permit to modify the special use permit that was originally approved by the City Council on September 28, 2015 and March 9, 2015 to allow the construction of a comprehensive home care building on the subject properties.

Since the September 28, 2015 approval, the property owners are in the process of hiring Welcome Home Management Company to manage the facility and Americana, to finance the project. Based on their expertise with this type of a facility, they are modifying the special use permit to increase the amount of beds from 24 to 28. The increase in beds directly relates to the financing for this project and an increased interest and demand for this type of facility.

### **CHANGES TO THE PROJECT SINCE SEPTEMBER APPROVAL**

- The building footprint has been reduced from 5,732 sq. ft. to 5,730 sq. ft.
- The number of patient beds has been increased from 24 to 28.
- Each patient room now has a bathroom.
- The larger day/gathering room space and kitchen has been moved to the main floor.
- The second and 4rd floors have the patient rooms, with areas for medicine/laundry and storage.
- The amount of parking stalls provided is 16, which is the same number that was provided for the last request. Based on assurances from the management company the property owner is planning to use, the 16 stalls should be more than adequate for staff and visitors. Due to the medical conditions the patients have, they are unable to drive.
- The shape of the building has become more narrow and elongated on the site, still complying with lot coverage, and setback requirements.
- The overall height of the building and the use, as a comprehensive home care building will remain the same.
- The existing garage will remain and be renovated – same as other request.
- The building will only be accessed from 4<sup>th</sup> Street through the use of a sidewalk, no driveway will be added off 4<sup>th</sup> Street – same as other request.

### **PLANNING COMMISSION RECOMMENDATION**

At the May 18, 2016 Planning Commission meeting, a public hearing was held for SP #16-04. After hearing from the petitioner and one guest, the Planning Commission had a brief discussion and then recommended approval.

**THE MOTION CARRIED UNANIMOUSLY.**

### **STAFF RECOMMENDATION**

City staff recommends concurrence with the Planning Commission and approval of the attached resolution for SP #16-03.

### **STIPULATIONS**

1. *The petitioner shall obtain a demolition permit prior to removal of the existing house on the 5300 4<sup>th</sup> Street property.*
2. *The petitioner shall obtain all necessary permits prior to construction.*
3. *The petitioner shall meet all building, fire, and ADA requirements.*
4. *City engineering staff to review and approve grading, drainage, and utility plan prior to issuance of a building permit.*
5. *Landscape and Irrigation plan to be reviewed and approved by City Staff prior to issuance of building permit.*
6. *If on-street parking becomes an issue as a result of this use, the special use permit and options for additional parking shall be further reviewed by the City Council at the owner's expense.*
7. *If the comprehensive home health care use changes, the special use permit shall be further reviewed by the City Council at the owner's expense.*

City of Fridley Land Use Application

SP #16-03

May 18, 2016

GENERAL INFORMATION

SPECIAL INFORMATION

Applicant:  
TCO Design, Todd Ofsthun  
9330 Thomas Avenue N  
Brooklyn Park MN 55444

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Requested Action:  
Special Use Permit to construct a comprehensive home care use

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Existing Zoning:  
R-3 (Multi-Family)

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Location:  
5300 and 5310 4<sup>th</sup> Street NE

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Size:  
Total lot area – 20,480 sq. ft. .47 acres

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Existing Land Use:  
Vacant lot and Single Family Home.

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Surrounding Land Use & Zoning:  
N: 4-plex & R-3  
E: Single Family & R-3  
S: 53<sup>rd</sup> Avenue and Columbia Heights  
W: Bona Brothers Automotive & C-2

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Comprehensive Plan Conformance:  
Future Land Use Map designates as Redevelopment.

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Zoning Ordinance Conformance:  
Sec. 205.09.1.C.(7) requires a special use permit for clinic uses in an R-3 zoning district.

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Building and Zoning History:  
5310 4<sup>th</sup> Street  
1886 – Lot platted.  
Home constructed prior to 1949.  
1953 – Detached garage constructed.  
1957 – Move house and garage to new foundation.  
2003 – Foundation work.  
2011 – House and garage demolished.  
5300 4<sup>th</sup> Street  
1886 – Lot platted.  
1959 – House constructed.  
1964 – Garage constructed.

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Legal Description of Property:  
Lots have been combined into (1) Lot:  
Lots 12, 13, 14, & 15, Block 13, Hamiltons Addition to Mechanicsville

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Public Utilities:  
Water and Sewer are available at the street.  
The existing house is connected.

Transportation:  
The properties receive access from the alley off of 53<sup>rd</sup> Avenue. They front along 4<sup>th</sup> Street.

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Physical Characteristics:  
5310 4<sup>th</sup> Street  
Flat, grass covered lot, with a cement parking area along the alley.  
5300 4<sup>th</sup> Street  
Flat lot with single family house and detached garage.

**SUMMARY OF PROJECT**  
The petitioner, Todd Ofsthun, who is representing Gen One, LLC, the owner of the subject properties received City Council approval for a comprehensive home health care building on September 28, 2015 and March 9, 2015. The March 9<sup>th</sup> approval was for a 15 bed facility on the lot at 5300 4<sup>th</sup> Street. The petitioner then reapplied and received approval on September 28, 2015 for a 23 bed facility on both lots 5300 and 5310 4<sup>th</sup> Street. Since that time, the petitioner is being asked by the owners of the properties, based on advice from the management company and bank that the property owner will be using for the project, to increase the amount of beds from 24 to 28, which will actually reduce the building footprint by 2 sq. ft. The increase in beds directly relates to the financing for this project and an increased interest and demand for this type of facility.

**SUMMARY OF ANALYSIS**  
*City Staff recommends approval of this special use permit, with stipulations.*  
Clinic type uses are a permitted special use in the R-3, Multi-Family zoning district.



**CITY COUNCIL ACTION/ 60 DAY DATE**  
**City Council – June 13, 2016**  
**60 Day – June 13, 2015**

Staff Report Prepared by: Stacy Stromberg

# Land Use Application

## Special Use Permit #16-03

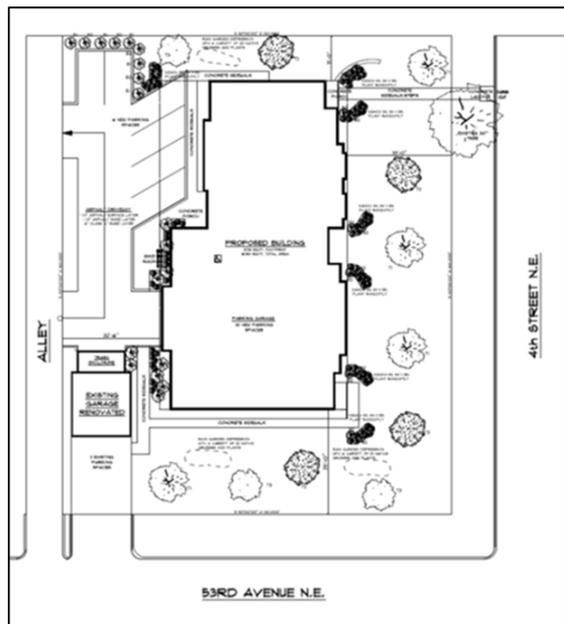
### REQUEST

The petitioner, Todd Ofsthun, with TCO Design, on behalf Gen One, LLC, who are the properties owners of 5300 and 5310 4<sup>th</sup> Street NE, is seeking a special use permit to modify the special use permit that was originally approved by the City Council on September 28, 2015 and March 9, 2015 to allow the construction of a comprehensive home care building on the subject properties.

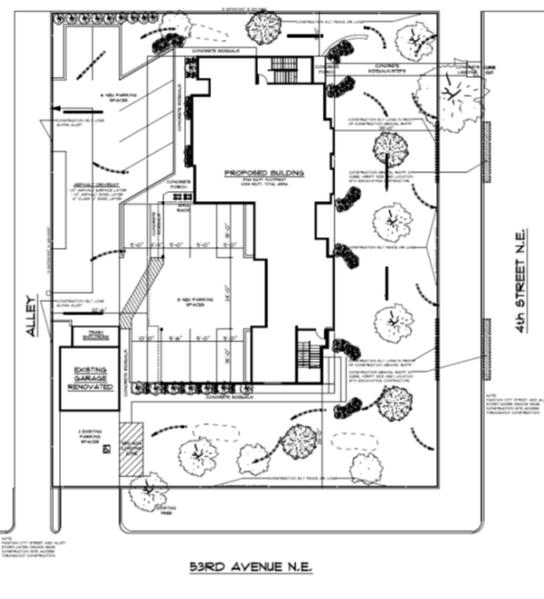
Since the September 28, 2015 approval, the property owners are in the process of hiring Welcome Home Management Company to manage the facility and Americana, to finance the project. Based on their expertise with this type of a facility, they are modifying the special use permit to increase the amount of beds from 24 to 28. The increase in beds directly relates to the financing for this project and an increased interest and demand for this type of facility.

### CHANGES TO THE PROJECT SINCE SEPTEMBER APPROVAL

- The building footprint has been reduced from 5,732 sq. ft. to 5,730 sq. ft.
- The number of patient beds has been increased from 24 to 28.
- Each patient room now has a bathroom.
- The larger day/gathering room space and kitchen has been moved to the main floor.
- The second and 4rd floors have the patient rooms, with areas for medicine/laundry and storage.
- The amount of parking stalls provided is 16, which is the same number that was provided for the last request. Based on assurances from the management company the property owner is planning to use, the 16 stalls should be more than adequate for staff and visitors. Due to the medical conditions the patients have, they are unable to drive.
- The shape of the building has become more narrow and elongated on the site, still complying with lot coverage, and setback requirements.
- The overall height of the building and the use, as a comprehensive home care building will remain the same.
- The existing garage will remain and be renovated – same as other request.
- The building will only be accessed from 4<sup>th</sup> Street through the use of a sidewalk – same as other request.



September 2015



May 2016

## **SITE DESCRIPTION & HISTORY**

The subject property is zoned R-3, Multi-Family and has been since the City's first zoning map. The majority of this neighborhood (east of University Avenue, north of 53<sup>rd</sup> Avenue, and west of 7<sup>th</sup> Street) is zoned R-3, Multi-Family, with some parcels in the middle of the neighborhood zoned R-2, Two-Family and parcels on the east edge zoned R-1, Single Family. Within this neighborhood is a mix of single family homes, duplexes, 4-plexes and larger unit buildings. The Bona Brothers property on the corner of University Avenue and 53<sup>rd</sup> Avenue was rezoned from R-3, Multi-Family to C-2, General Business in 1971 and 1999 to allow that use to exist.

*5310 4<sup>th</sup> Street* – The original house on the subject property was constructed prior to 1949. A detached garage that was accessed off the alley was then constructed in 1953. Based on building permit records this house had foundation issues, so there was work on the foundation done in both 1957 and in 2003. The house and garage were demolished in 2011, and the lot has remained vacant since then.

*5300 4<sup>th</sup> Street* – The existing house was constructed in 1959 and the detached garage was constructed in 1964.

## **ANALYSIS**

Hospitals, Clinics, and convalescent/nursing homes are a permitted special use in the R-3, Multi-Family zoning district provided that the proposed project complies with the requirements for the special use permit, subject to the stipulations. The proposed use as a comprehensive home care use is most comparable to a convalescent home or assisted living use and therefore staff has determined that a special use permit would be required for the proposed use to exist on this site.

The proposed facility will have a Comprehensive Home Care Provider License through the Minnesota Department of Health.

It will be an acute care facility designed towards Transitional Care Units and will use Telemedicine to maximize care with minimal on-site care.

The patients using the facility will be recovering from surgery, transplant (pre-op and post-op) or another type of medical procedure that leaves them needing extensive rehab and medical services. This type of use is needed for patients, who for medical reasons, can't be on their own and do not have family or friends who can care for them.

Based on the slope of the lot, the building will look like a 3-story building from the alley and more like a 2 ½ -story building from 4<sup>th</sup> Street. The ground floor will have (3) separate bedrooms, the second floor will have (13) separate bedrooms, and the third floor will have (12) separate bedrooms, so the building has the ability to house a total of 28 patients.

Code would require 13 parking stalls for a nursing home use and 14 parking stalls for an assisted living use, therefore the site plan meets code requirements. The petitioner will be providing 16 parking stalls, 6 will be mostly covered under a cantilever roof and the other 10 stalls will be surface parking stalls. Based on assurances from the management company the property owner is planning to use, the 16 stalls should be more than adequate for staff and visitors. Due to the medical conditions the patients have, they are unable to drive.

The previous site plans submitted by the petitioner did comply with code requirements for parking. The neighbors, the Planning Commissioners and staff did have some concerns as to whether there would be enough parking with staff, plus visitors, and any other specialized staff needed for the patients. Therefore, the petitioner has gone above and beyond what code would require for parking, in order to

help alleviate any concerns. The proposed plan has 16 parking stalls, which is 3 over what code would require for a nursing home use and 2 over what would be required for an assisted living use.

When approving a request like this, staff wants to make sure there is adequate parking provided on-site and that the use isn't dependent upon on-street parking. The 16 parking stalls will be adequate for staff and visitors, however since the street isn't signed "no parking", it is likely that from time to time visitors will park on the street. This is acceptable, provided it doesn't start becoming a problem. Staff will keep the stipulation previously placed on the special use permit that states if on-street parking becomes an issue for this site, the special use permit will need to go back before the City Council for further review.

The special use permit will also need to go back before the Council for review if in the future the use of the building is changed. The building as designed couldn't work if people residing in it didn't have health conditions that didn't allow them to drive.

### **RECOMMENDATIONS**

*City Staff recommends approval of this special use permit request as hospitals, clinics and convalescent and nursing homes are a permitted special use in the R-3, Multi-Family zoning district.*

### **STIPULATIONS**

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

- 1. The petitioner shall obtain a demolition permit prior to removal of the existing house on the 5300 4<sup>th</sup> Street property.*
- 2. The petitioner shall obtain all necessary permits prior to construction.*
- 3. The petitioner shall meet all building, fire, and ADA requirements.*
- 4. City engineering staff to review and approve grading, drainage, and utility plan prior to issuance of a building permit.*
- 5. Landscape and Irrigation plan to be reviewed and approved by City Staff prior to issuance of building permit.*
- 6. If on-street parking becomes an issue as a result of this use, the special use permit and options for additional parking shall be further reviewed by the City Council at the owner's expense.*
- 7. If the comprehensive home health care use changes, the special use permit shall be further reviewed by the City Council at the owner's expense.*

**RESOLUTION NO. 2016 - \_\_**

**A RESOLUTION APPROVING SPECIAL USE PERMIT, SP #16-03  
FOR TCO DESIGN, THE PETITIONER ON BEHALF OF GEN ONE LLC, TO ALLOW  
THE CONSTRUCTION OF A HOME HEALTH CARE FACILITY ON THE PROPERTY  
LOCATED AT 5300 4<sup>TH</sup> STREET NE**

WHEREAS, Section 205.09.01.C.7 of Fridley City Code allows hospitals, medical clinics, nursing homes, and convalescent homes in an R-3, Multi-Family zoning district by a special use permit if certain conditions can be met; and

WHEREAS, the City Council approved a similar request for this use on March 9, 2015, which allowed the construction of a 15 patient room building, the Council then approved on September 28, 2015, a request to increase the number of beds to 23. This request is a modification to the September 28, 2015 plan that will allow for the construction of a 28 patient room home health care facility; and

WHEREAS, since the September 28, 2015 approval, the property owners have hired Welcome Home Management Company to manage the facility and Americana, to finance the project, which both companies are familiar with this type of housing facility; and

WHEREAS, based on Welcome Home Management and Americana Banks expertise with this type of a facility, they are modifying the special use permit to increase the amount of beds from 24 to 28, however the building size and amenities will fundamentally remain the same; and

WHEREAS, on May 18, 2016, the Fridley Planning Commission held a public hearing to consider a request by TCO Design on behalf of GEN ONE LLC, for the property generally located at 5300 4<sup>th</sup> Street NE in Fridley, legally described in Exhibit A, for a Special Use Permit SP #16-03 to allow the construction of a building to be used as a home health care facility; and

WHEREAS, at the May 18, 2016 meeting, the Planning Commission unanimously recommended approval of Special Use Permit, SP #16-03; and

WHEREAS, on June 13, 2016, the Fridley City Council approved the stipulations represented in Exhibit B to this resolution as the conditions approved by the City Council on Special Use Permit SP #16-03; and

WHEREAS, the petitioner, TCO Design, was presented with Exhibit B, the stipulations for SP #16-03, at the June 13, 2016 City Council meeting; and

WHEREAS, Section 205.05.5.G of the Fridley City Code states that this special use permit will become null and void one year after the City Council approval date if work has not commenced or if the petitioner has not petitioned the City Council for an extension;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fridley that Special Use Permit SP# 16-03 and stipulations represented in Exhibit B are hereby adopted to repeal and replace SP #15-09 and SP #14-07, by the City Council of the City of Fridley.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 13<sup>th</sup> DAY OF JUNE, 2016.

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SCOTT LUND – MAYOR

ATTEST:

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DEBRA A. SKOGEN - CITY CLERK

**EXHIBIT A**

**SP #16-03 Special Use Permit  
TCO Design  
5300 4<sup>th</sup> Street NE, Fridley, MN**

**Legal Descriptions:**

**5300 4<sup>th</sup> Street**

Lots 12-15, Block 13, Hamilton's Addition to Mechanicsville

Subject to the reservation to the State of Minnesota in trust for the taxing districts concerned of all minerals and mineral rights in all of said property.

## **EXHIBIT B**

**SP #16-03 Special Use Permit  
TCO Design  
5300 4<sup>th</sup> Street NE, Fridley, MN**

### **Stipulations:**

1. The petitioner shall obtain a demolition permit prior to removal of the existing house on the 5300 4<sup>th</sup> Street property.
2. The petitioner shall obtain all necessary permits prior to construction.
3. The petitioner shall meet all building, fire, and ADA requirements.
4. City engineering staff to review and approve grading, drainage, and utility plan prior to issuance of a building permit.
5. Landscape and Irrigation plan to be reviewed and approved by City Staff prior to issuance of building permit.
6. If on-street parking becomes an issue as a result of this use, the special use permit and options for additional parking shall be further reviewed by the City Council at the owner's expense.
7. If the comprehensive home health care use changes, the special use permit shall be further reviewed by the City Council at the owner's expense.



## AGENDA ITEM CITY COUNCIL MEETING **OF** **JUNE 13, 2016**

Date: June 7, 2016

To: Walter T. Wysopal, City Manager

From: Scott Hickok, Community Development Director  
Julie Jones, Planning Manager  
Stacy Stromberg, Planner

Subject: Resolution Approving Special Use Permit Request, SP #16-04, Mobile Maintenance for 513 Fairmont Street NE

### **REQUEST**

The petitioner, Steve Witzel, the owner of Mobile Maintenance, Inc., which is located at 8150 East River Road and 505 Fairmont Street, is seeking a special use permit to expand his business parking lot to the residential lot at 513 Fairmont Street.

The petitioner has owned the lot at 513 Fairmont Street for over 20 years. The proposed expansion of the parking lot onto the property at 513 Fairmont Street will allow the petitioner to create a buffer between the residential home next door and his business. The buffer will be created through the installation of fencing and shrub and grass plantings.



### **UPDATE SINCE THE PLANNING COMMISSION MEETING**

On June 8, 2016, City planning staff received a petition from some of the surrounding property owners that are against approval of the proposed special use permit. See attached petition.

### **PLANNING COMMISSION RECOMMENDATION**

At the May 18, 2016 Planning Commission meeting, a public hearing was held for SP #16-04.

There was one neighbor present at the meeting that expressed concerns about this use expanding further into the residential neighborhood. The neighbor lives at 520 Glencoe Street, which is just north of the

subject property. His questions were related to the type of screening proposed to be used between the two properties, if the petitioner was planning to use any type of lighting, and questions related to the possibilities of the lot being used for outdoor storage instead of parking. Staff and the petitioner were able to answer his questions.

After further discussion, the Planning Commission recommended approval of SP #16-04, with the stipulations as presented by staff.

**THE MOTION CARRIED UNANIMOUSLY.**

**PLANNING STAFF RECOMMENDATION**

City Staff recommends concurrence with the Planning Commission and approval of the attached resolution.

**STIPULATIONS**

1. *The petitioner to obtain a land alteration permit from the City's engineering staff prior to start of construction of parking area.*
2. *The petitioner shall obtain any required permits from the Coon Creek Watershed District.*
3. *The new parking area, curb, gutter, fence and landscaping shall be installed by September 30, 2016.*

**City of Fridley Land Use Application**

**SP #16-04**

**May 18, 2016**

**GENERAL INFORMATION**

**SPECIAL INFORMATION**

Applicant:  
Mobile Maintenance, Inc.  
Steve Witzel  
505 Fairmont Street NE  
Fridley MN 55432

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Requested Action:  
Special Use Permit to allow parking in a residential district

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Location:  
513 Fairmont Street NE

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Existing Zoning:  
R-1 (Single Family)

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Size:  
5,227 sq. ft. .12 acres

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Existing Land Use:  
Vacant lot

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Surrounding Land Use & Zoning:  
N: Single Family & R-1  
E: Mobile Maintenance & C-1  
S: Single Family & R-1  
W: Single Family & R-1

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Comprehensive Plan Conformance:  
The future redevelopment map designates this property as residential.

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Zoning Ordinance Conformance:  
Sec. 205.07.01.C.(6) requires a special use permit to allow an automobile parking lot for off-street parking spaces for any use on adjacent land in the R-1 zoning district.

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Zoning History:  
1922 – Lot platted.  
Original home constructed prior to 1949.  
1994 – Home is demolished.

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Legal Description of Property:  
Lots 11 & 12, Block I, Riverview Heights

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Public Utilities:  
Utilities are available in the street

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Transportation:  
The property receives access from Fairmont Street

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Physical Characteristics:  
Flat vacant lot

**SUMMARY OF PROJECT**

The petitioner, Steve Witzel, the owner of Mobile Maintenance, Inc., located at 8150 East River Road and 505 Fairmont Street, is seeking a special use permit to allow his parking lot for this business to be expanded to the residential lot located at 513 Fairmont Street.

**SUMMARY OF ANALYSIS**

*City Staff recommends approval of the special use permit, with stipulations.*

Parking lots for off-street parking spaces for any use on adjacent land are a permitted special use in the R-1, Single Family Residential zoning district, subject to stipulations.

**CITY COUNCIL ACTION/ 60 DAY DATE**

**City Council – June 13, 2016**

**60 Day – June 13, 2016**



**Aerial of Subject Property**

Staff Report Prepared by: Stacy Stromberg

# Land Use Application

## Special Use Permit, #16-04

### REQUEST

The petitioner, Steve Witzel, the owner of Mobile Maintenance, Inc., which is located at 8150 East River Road and 505 Fairmont Street, is seeking a special use permit to expand his business parking lot to the residential lot at 513 Fairmont Street.

The petitioner has owned the lot at 513 Fairmont Street for over 20 years and has used a portion of the east side of the lot for parking of vehicles for his business. The proposed expansion of the parking lot onto the property at 513 Fairmont Street will allow the petitioner to create a buffer between the residential home next door and his business. The buffer will be created through the installation of fencing and shrub and grass plantings.



### ANALYSIS

The subject property is a 50 ft. wide residential lot located on the north side of Fairmont Street, west of East River Road. It is zoned R-1, Single Family as are the properties to the north, west and south. The petitioner's property at 8150 East River Road and 505 Fairmont Street, located to the east are zoned C-1, Local Business. The house that was originally constructed on the lot was built prior to 1949. In 1994, the City Council approved a resolution authorizing demolition of the house because it had become hazardous. As a result, the house was demolished in 1994. In 1995, the petitioner purchased the 513 Fairmont Street property.

The petitioner has operated his business at 505 Fairmont Street for 25 years. The City Council granted a special use permit to allow outdoor storage of material and equipment on the 505 Fairmont Street property in 1993, with several stipulations. When the City conducted systematic code enforcement inspections of our commercial and industrial properties in 2009, staff noticed that the petitioner was in violation of his special use permit related to the outdoor storage and inoperable vehicles.

Since 2009, city staff has notified the petitioner in 2010, 2012, and 2013 of special use permit violations on the property related to outdoor storage and parking violations. In 2014, city staff brought the special use permit before the City Council to consider revocation due to the increase in vehicles being parked on the street, encroaching on the vacant residential lot and the vacant commercial lot to the south. The Council didn't revoke the special use permit, however they added a stipulation to the permit that required the petitioner to install curb and gutter along the western edge of the parking lot at 505 Fairmont Street that would meet code requirement by February 10, 2016, to help resolve the on-going parking issue.

Staff has had continued conversations with the petitioner over the last few years; however the additional stipulation wasn't met by February 10, 2016 deadline, so an additional code enforcement letter was sent.

The petitioner determined that after installing the code required curb and gutter, with designed parking stalls and drive aisles, there wouldn't be enough land area available on the 505 Fairmont Street parcel to actually use the lot for a parking the business needs. Staff and the petitioner discussed rezoning the 513 Fairmont parcel from R-1, Single Family to C-1, Local Business; but determined that it isn't ideal to extend the commercial zoning further into this neighborhood, specifically for this use.

Instead, staff suggested the petitioner apply for a special use permit to allow the vacant parcel to be used as additional parking area for the petitioner's business, since that is a provision that is already in City code, provided he complies with setback and other code requirements. A special use permit allows the City to place stipulations on the permit that will need to be complied with in order to maintain the permit and it will also allow the lot to be developed with a single family house in the future if this business relocates, as the lot will still be zoned residential.

### **CODE REQUIREMENTS**

Automobile parking lots for off-street parking spaces for any use on adjacent land is a permitted special use in the R-1, Single Family zoning district, provided they meet setback and screening requirements, subject to the stipulations suggested by staff.

The petitioner is seeking this special use permit to provide the parking he needs for his business, which will also increase visibility for those traveling along Fairmont Street, as the vehicles will no longer be parked on Fairmont Street. The petitioner has submitted a site plan and landscape plan which show the required setback separation required from the neighboring residential property and the street right-of-way, which will also allow for the installation of a fence, landscaping and a rain garden.

City staff has not received any comments to date from neighboring property owners.

### **STAFF RECOMMENDATION**

*City Staff recommends approval of this special use permit, as automobile parking lots for off-street parking spaces for any use on adjacent land is an approved special use in the R-1, Single Family zoning district, with stipulations.*

### **STIPULATIONS**

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

- 1. The petitioner to obtain a land alteration permit from the City's engineering staff prior to start of construction of parking area.*
- 2. The petitioner shall obtain any required permits from the Coon Creek Watershed District.*
- 3. The new parking area, curb, gutter, fence and landscaping shall be installed by September 30, 2016.*

**RESOLUTION NO. 2016 - \_\_**

**A RESOLUTION APPROVING A SPECIAL USE PERMIT SP# 16-04 TO ALLOW A PARKING LOT IN A RESIDENTIAL DISTRICT FOR MOBILE MAINTENACE, INC., GENERALLY LOCATED AT 513 FAIRMONT STREET NE**

WHEREAS, Section 205.07.1.C.(6) of Fridley City Code allows automobile parking lots for off-street parking spaces for any use on adjacent land by a special use permit if certain conditions can be met; and

WHEREAS, on May 18, 2016, the Fridley Planning Commission held a public hearing to consider a request by Stephen Witzel, the property owner of the property located at 513 Fairmont Street NE in Fridley, legally described as Lots 11 & 12, Block I, Riverview Heights, for a Special Use Permit SP# 16-04 to allow an automobile parking lot; and

WHEREAS, on May 18, 2016, the Planning Commission unanimously recommended approval of Special Use Permit, SP #16-04; and

WHEREAS, on June 13, 2016, the Fridley City Council approved the stipulations represented in Exhibit A to this resolution as the conditions on Special Use Permit SP# 16-04; and

WHEREAS, the petitioner was presented with Exhibit A, the stipulations, at the June 13, 2016 City Council meeting; and

WHEREAS, Section 205.05.5.G of the Fridley City Code states that this special use permit will become null and void one year after the City Council approval date if work has not commenced or if the petitioner has not petitioned the City Council for an extension;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fridley that the Special Use Permit SP# 16-04 and stipulations represented in Exhibit A are hereby adopted by the City Council of the City of Fridley.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 13<sup>TH</sup> DAY OF JUNE, 2016.

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SCOTT J. LUND – MAYOR

ATTEST:

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DEBRA A. SKOGEN - CITY CLERK

## **EXHIBIT A**

### **SP# 16-04 Special Use Permit for an Automobile Parking Lot in a Residential District 513 Fairmont Street NE, Fridley, MN**

#### **Stipulations:**

1. The petitioner to obtain a land alteration permit from the City's engineering staff prior to start of construction of parking area.
2. The petitioner shall obtain any required permits from the Coon Creek Watershed District.
3. The new parking area, curb, gutter, fence and landscaping shall be installed by September 30, 2016.

To: Stacy Stromberg, Planner  
Fridley City Council

From: Property owners/ residents within 350 feet of property at 513 Fairmont St.

Date: May 30, 2016

On May 6, 2016, we the property owners close to 513 Fairmont St. were notified that Mobile Maintenance Inc. was petitioning the city to construct a parking lot for the purpose of parking vehicles related to their business.

We the neighbors are petitioning the City of Fridley to NOT grant the parking lot.

The reasons for our request are as follows:

- 1- This is a residential zoned area, not zoned for business.
- 2- One home owner has an appraisal completed on their home and was told by the agent that the business on the corner was depreciating the homes on the block. The business uses many older, rusty vans.
- 3- Some mornings their business begins around 6:00 am and they are very noisy. We do not want their business to expand.
- 4- The proposition to fence the parking lot on the two sides facing houses is not adequate, as a fence on the Fairmont street side would be needed, too, if approved. And, the fence would need to be tall enough to hide even the tallest of the vehicles.

Thank you for considering our request.

Signed below, some of the residents on Fairmont Street NE and their addresses:

Rudy M. Swanson 524 Fairmont St NE  
TONIO SWANSON 524 FAIRMONT ST NE  
Shaun Watson 548 Fairmont St NE  
Arnette Hatch 544 Fairmont St. NE  
Caroline Akhmet 545 Fairmont St. NE  
Rysson & Todd Byers 534 Fairmont St. NE  
Michelle Freitag 531 Fairmont St. NE  
Monique M. Hultquist 531 Fairmont St NE  
Candice Mohammad 470 Fairmont St NE (fence)  
Mike Tomp 548 fairmont St. NE





## CITY COUNCIL MEETING OF JUNE 13, 2016

To: Walter T. Wysopal, City Manager

From: Scott J. Hickok, Community Development Director

Julie Jones, Planning Manager

Date: June 9, 2016

Re: A resolution approving the State of Minnesota Joint Powers Agreement with the City of Fridley on behalf of its City Attorney and Community Development Department.

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### INTRODUCTION

As of July 1, 2016, all citations or formal complaints must be electronically filed with the District Court. Passage of the attached Resolution and approval of the accompanying documents will allow compliance with State mandated e-citations and e-charging for Code Administration and recognizes Darcy Erickson, City Attorney, LeVander, Gillen, & Miller, as authorized and doing work on the City's behalf.

Staff requests that the City Council approve the attached Resolution and accompanying documents, a Master Joint Powers Agreement with the Bureau of Criminal Apprehension (BCA) and a Court Data Services Subscriber Amendment to CJDN Subscriber Agreement (an amendment to the existing Court Data Services Subscriber Agreement).

### ELEMENTS

In March, the City Council approved a Resolution and set of documents virtually identical to those attached to this memo that permitted the Fridley Police Department to access the criminal justice data communications network (CJDN) and other repositories of data through the BCA that are of benefit to the Police Department and its Prosecuting Attorneys. These documents created a method by which the Fridley Police Department and Prosecuting Attorneys have access to those systems and tools for which it has eligibility and to acknowledge and honor the requirements to obtain access and the limitations on access. This access permits background checks and criminal histories through its Police or Prosecuting Attorneys. Unfortunately, the prior Resolution and package of agreements did not cover our City Attorney to permit code enforcement background checks and criminal histories that would be necessary to the on-going efforts in Code Administration. As a result, Council is now being asked to pass the attached Resolution, BCA Master Joint Powers Agreement, and Court Services Subscriber Amendment to the Criminal Justice Data Network (CJDN) Subscriber Agreement. These documents will permit compliance with the State's

mandated July 1, 2016 e-citation and e-charging deadline for the City Attorney's code enforcement prosecution.

**RECOMMENDATION**

Staff recommends Council's approval of the attached Resolution approving the accompanying BCA Master Joint Powers Agreement and Court Data Services Subscriber Amendment to CJDN Subscriber Agreement

**RESOLUTION NO. 2016 - \_\_\_\_\_**

**A RESOLUTION APPROVING STATE OF MINNESOTA  
JOINT POWERS AGREEMENTS WITH THE  
CITY OF FRIDLEY ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Fridley on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Fridley on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the City Attorney, Darcy M. Erickson, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Scott Lund, the Mayor for the City of Fridley, and Debra A. Skogen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
SCOTT LUND – MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA A. SKOGEN - CITY CLERK

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

### AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Fridley on behalf of its attorney doing Code Enforcement ("Agency").

#### Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

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

#### Agreement

##### 1 Term of Agreement

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

##### 2 Agreement between the Parties

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

##### 2.2 Methods of access.

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

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

### **3 Payment**

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

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

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

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Darcy M. Erickson, City Attorney, 633 South Concord Street, Ste 400, South St. Paul, MN 55075, (651) 451-1831, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

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

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

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

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

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

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

**1. AGENCY**

Name: Darcy M. Erickson  
(PRINTED)

Signed: \_\_\_\_\_

Title: Fridley City Attorney  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 110059, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

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

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

h. “**Subscriber**” shall mean the Agency.

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

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

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

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

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

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

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

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

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

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

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

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

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

**11.** [reserved]

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

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

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

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

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

Name: Darcy M. Erickson  
(PRINTED)

Signed: \_\_\_\_\_

Title: Fridley City Attorney  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_



## **AGENDA ITEM CITY COUNCIL MEETING OF JUNE 13, 2016**

Date: June 8, 2016, 2016

To: Walter T. Wysopal, City Manager

From: Jim Kosluchar, Public Works Director  
Jeff Jensen, Streets and Parks Superintendent  
Scott Hickok, Community Development Director  
Julie Jones, Planning Manager  
Kay Qualley, Environmental Planner

Subject: MN Department of Transportation (MnDOT) Landscaping Partnership Cooperative Agreement

### **Background**

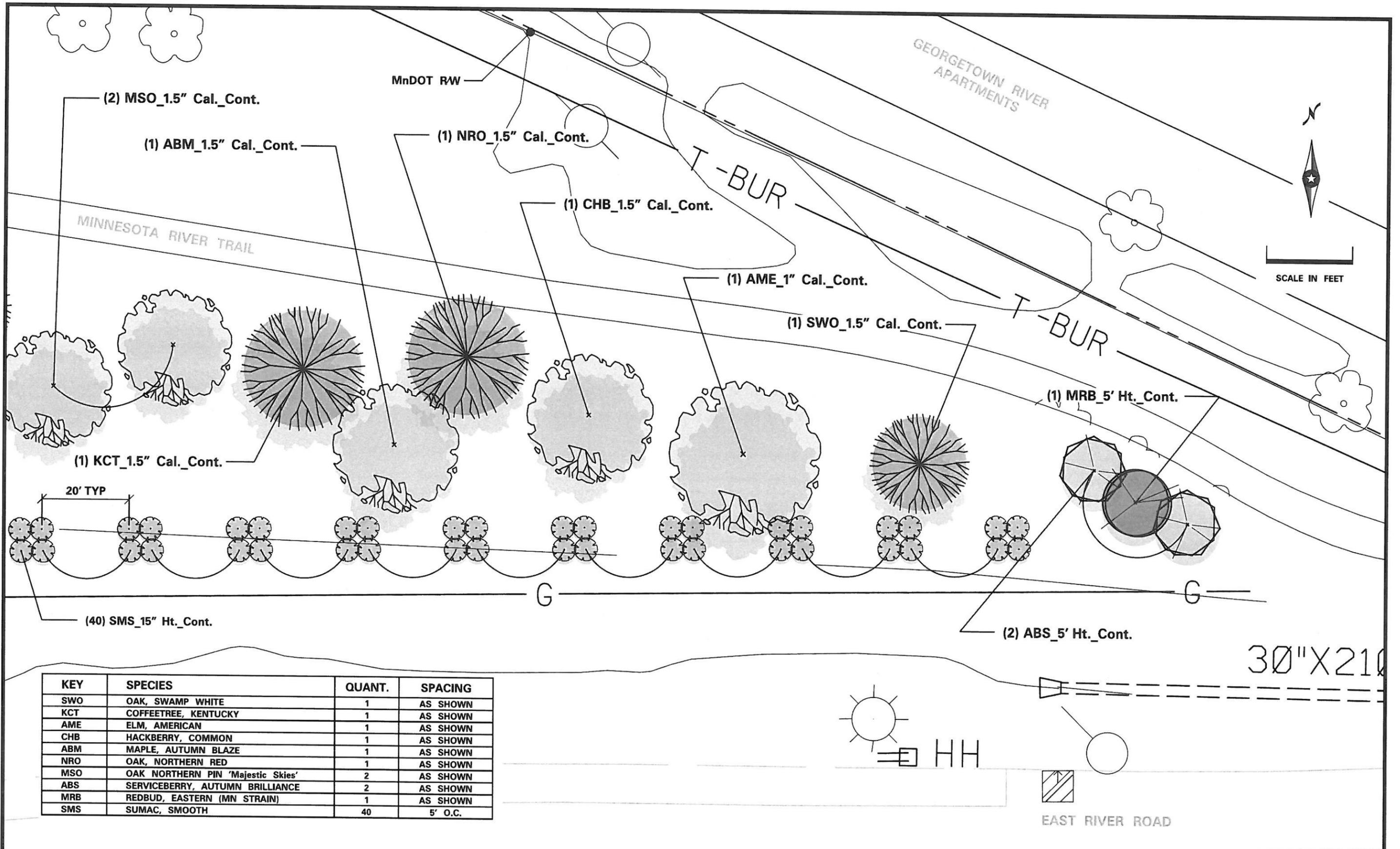
- The City of Fridley was awarded the MnDOT Landscape Partnership grant to plant trees, shrubs and low-care perennials and grasses in a neglected right-of-way area at East River Road at Interstate 694 along the Mississippi River Trail (MRT). Council approval of the *Minnesota Department of Transportation and City of Fridley Cooperative Landscaping Agreement* is the last step prior to the project's material purchases and installation starting on June 24<sup>th</sup>.
- MnDOT has already removed a grove of Ash trees, and provided landscape architectural design services (copy under separate cover). The Cooperative Agreement allows for the grant purchase of small trees, shrubs and perennial plants as well as mulch and watering aids in order to mobilize prior to the arrival of the Youth Corps planting crew on June 24. The Youth Corps will also work on removal of invasive weeds, buckthorn and thistle. Their work will convert a section of overgrown Mississippi River Trail into trees and flowering plants which will beautify East River Road, as well as improve an important tourist bicycling route through the City. Residents from nearby apartments, homes and the adjacent Riverfront Regional Park will also benefit from these improvements. GreenCorp member Erika Van Krevelen, Environmental Planner, Kay Qualley and Jeff Jensen, Street and Parks Manager, will coordinate the project and interact with MnDOT and supervisors from the Youth Conservation Corp to accomplish this planting.

**Budget/Impact**

As detailed in the January 2016 Memo, there is no cash match contribution requirement for the City. City contributions will be supervisory in nature and the Public Works Department has committed to providing a watering tank for assistance in watering new plants until they are established. Public Works staff will fulfil the Cooperative Landscaping Agreement's maintenance requirements as needed, beyond care provided by organized volunteers who are being actively sought. Kay Qualley, Environmental Planner for the City may be contacted with leads for the first volunteer tree care training session, conducted by the University of Minnesota on July 9, from 8 a.m. to 2 p.m. at City Hall.

**Recommendation**

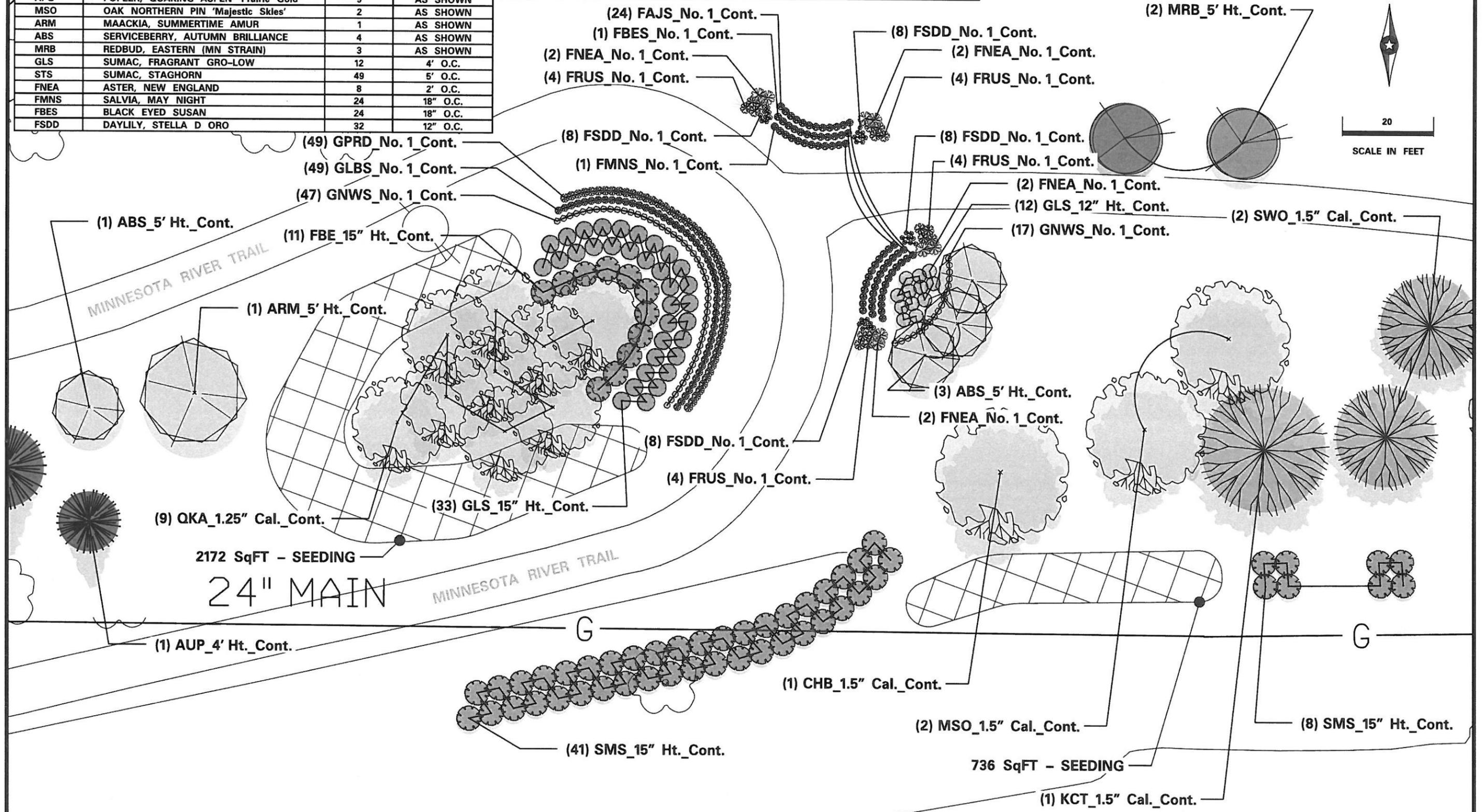
Staff recommends that the City Council sign the *Minnesota Department of Transportation and City of Fridley Cooperative Landscaping Agreement* to finalize the grant requirements to allow the City to take possession of the project materials.

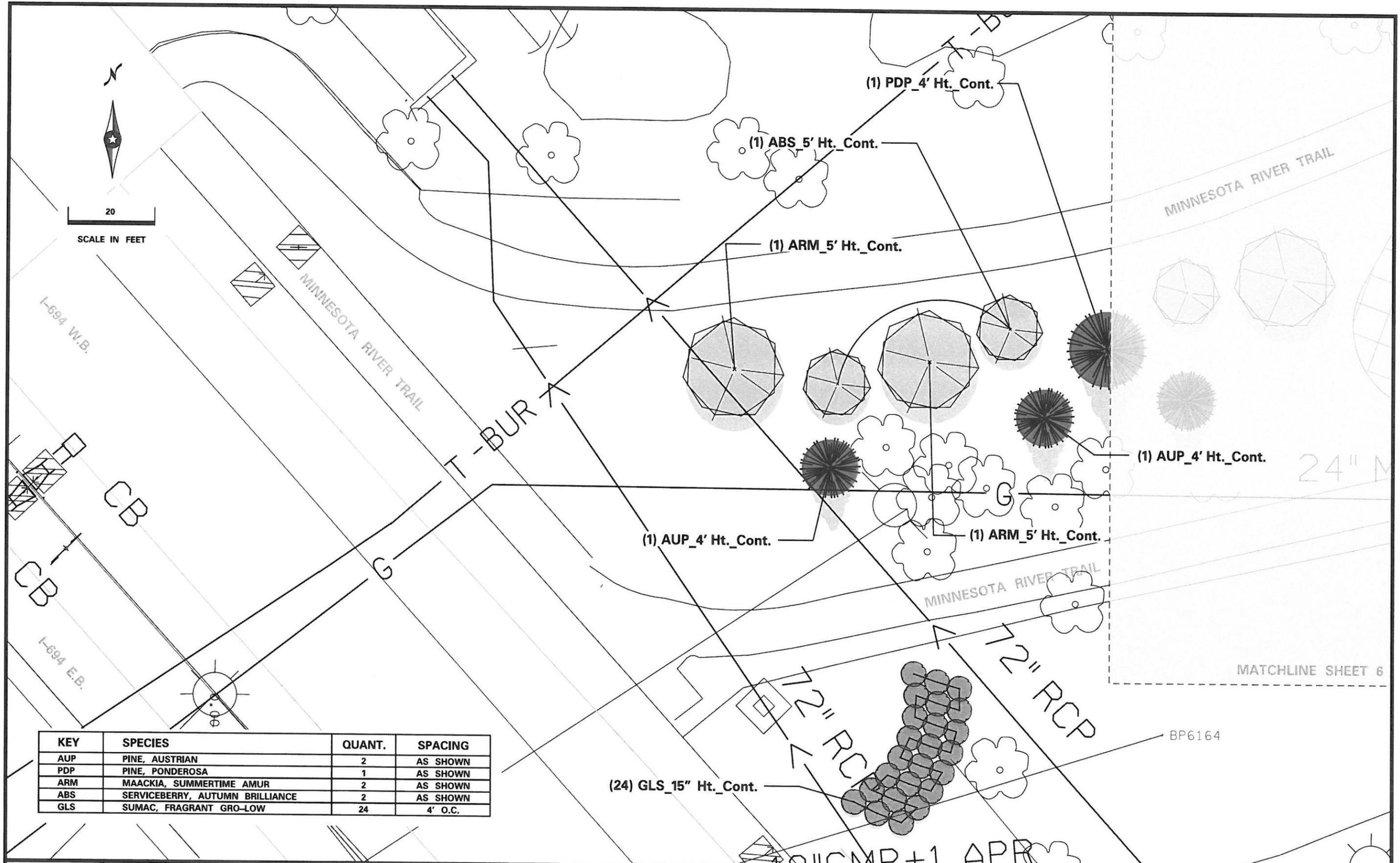


KEY	SPECIES	QUANT.	SPACING
SWO	OAK, SWAMP WHITE	1	AS SHOWN
KCT	COFFEETREE, KENTUCKY	1	AS SHOWN
AME	ELM, AMERICAN	1	AS SHOWN
CHB	HACKBERRY, COMMON	1	AS SHOWN
ABM	MAPLE, AUTUMN BLAZE	1	AS SHOWN
NRO	OAK, NORTHERN RED	1	AS SHOWN
MSO	OAK NORTHERN PIN 'Majestic Skies'	2	AS SHOWN
ABS	SERVICEBERRY, AUTUMN BRILLIANCE	2	AS SHOWN
MRB	REDBUD, EASTERN (MN STRAIN)	1	AS SHOWN
SMS	SUMAC, SMOOTH	40	5' O.C.

KEY	SPECIES	QUANT.	SPACING
AUP	PINE, AUSTRIAN	1	AS SHOWN
SWO	OAK, SWAMP WHITE	2	AS SHOWN
KCT	COFFEETREE, KENTUCKY	1	AS SHOWN
CHB	HACKBERRY, COMMON	1	AS SHOWN
APG	POPLER, QUAKING ASPEN 'Prairie Gold'	9	AS SHOWN
MSO	OAK NORTHERN PIN 'Majestic Skies'	2	AS SHOWN
ARM	MAACKIA, SUMMERTIME AMUR	1	AS SHOWN
ABS	SERVICEBERRY, AUTUMN BRILLIANCE	4	AS SHOWN
MRB	REDBUD, EASTERN (MN STRAIN)	3	AS SHOWN
GLS	SUMAC, FRAGRANT GRO-LOW	12	4' O.C.
STS	SUMAC, STAGHORN	49	5' O.C.
FNEA	ASTER, NEW ENGLAND	8	2' O.C.
FMNS	SALVIA, MAY NIGHT	24	18" O.C.
FBES	BLACK EYED SUSAN	24	18" O.C.
FSDD	DAYLILY, STELLA D ORO	32	12" O.C.

FAJS	SEDUM, AUTUMN JOY	24	18" O.C.
FRUS	SAGE, RUSSIAN	16	18" O.C.
GNWS	GRASS, SWITCH	64	AS SHOWN
GLBS	GRASS, LITTLE BLUESTEM	49	AS SHOWN
GPRD	GRASS, PRAIRIE DROPSEED	50	AS SHOWN
	SEEDING	2908	

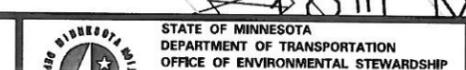




KEY	SPECIES	QUANT.	SPACING
AUP	PINE, AUSTRIAN	2	AS SHOWN
PDP	PINE, PONDEROSA	1	AS SHOWN
ARM	MAACKIA, SUMMERTIME AMUR	2	AS SHOWN
ABS	SERVICEBERRY, AUTUMN BRILLIANCE	2	AS SHOWN
GLS	SUMAC, FRAGRANT GRO-LOW	24	4' O.C.

DATE PRINTED: 5/17/2016    TIME PRINTED: 3:10:28 PM    PROJECT MANAGER: TONY WOTZKA    DRAWN BY: TONY WOTZKA

DATE 2016    LIC. NO. \_\_\_\_\_



LANDSCAPE PLAN

2016 CMP+1 APR 13

BP6164

24" M

MATCHLINE SHEET 6

**RESOLUTION NO. 2016 - \_\_\_\_**

**A RESOLUTION IN TO APPROVE AGREEMENT # 1003368:  
STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**

WHEREAS, The Minnesota Department of Transportation agrees to provide, from payment by the State to the City, for the acquisition of landscape materials to be placed adjacent to Trunk Highway No. 694 at the northwest quadrant of East River Road under State Project No. 0285-969; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fridley hereby enters into Agreement #1003368 with the Minnesota Department of Transportation, a copy of which said Agreement is hereby attached.

IT IS FURTHER RESOLVED that the Mayor and the City Manager of Fridley are authorized to execute the Agreement and any amendments to the Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 13<sup>th</sup> DAY OF JUNE, 2016.

---

SCOTT LUND – MAYOR

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Fridley at an authorized meeting held on the \_\_\_\_\_ day of June, 2016, as shown by the minutes of the meeting in my possession.

---

DEBRA SKOGEN  
CITY CLERK

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF FRIDLEY  
COOPERATIVE LANDSCAPING  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<b>0285-969</b>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<b>694=393</b>	<b><u>\$15,000.00</u></b>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of FRIDLEY acting through its City Council ("City").

**Recitals**

1. The City will perform landscaping along Trunk Highway No. 694 within the City limits according to plans, specifications and special provisions designated as the "Fridley Landscape Partnership Landscaping Plan" and as State Project No. 0285-969 (T.H. 694=393); and
2. The City requests the State participate in the acquisition costs of the landscape materials and the State is willing to participate in the acquisition costs of said landscaping materials according to the State's "Community Roadside Landscaping Partnership Program"; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled according to the Community Roadside Landscaping Partnership Program Project Application, on file in the State's Office of Environmental Stewardship and incorporated into this Agreement by reference.
- 1.3. **Survival of Terms.** 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 clauses: 2.2. Right-of-Way, Easements and Permits; 2.3. Maintenance by the City; 6. Liability and Worker Compensation Claims; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated as the "Fridley Landscape Partnership Landscaping Plan" and as State Project No. 0285-969 (T.H. 694=393) are on file in the office of the City and the State's office of Environmental Stewardship and are incorporated into this Agreement by reference. ("Landscape Plans")
- 1.5. **Exhibits.** EXHIBIT "A" is attached and incorporated into this Agreement.

**2. Agreement Between the Parties**

**2.1. Acquisition and Installation of Landscape Materials**

- A. **Acquisition and Installation.** The City will acquire landscape materials and perform landscaping

according to the Landscape Plans.

- B. *Documents Furnished by the City.*** Within 7 days of ordering the landscape materials, the City will submit a copy of the purchase orders to the State's Landscape Partnership Program Coordinator in St. Paul.
- C. *Control and Inspection of Landscape Materials***
- i.** The landscape materials acquired under this Agreement will be under the control of the City; however the materials will be open to inspection by the State's authorized representatives. The City will give the State's Landscape Partnership Program Coordinator five days notice of its intention to receive delivery of the landscape materials.
  - ii.** The City must verify that the nursery vendor has a valid nursery certificate as required by the Minnesota Department of Agriculture ("MDA"). Nursery stock originating outside Minnesota must have been certified under all applicable MDA and United States Department of Agriculture ("USDA") quarantines. Certification documents issued by the appropriate regulatory official at origin must accompany all nursery stock shipments, including but not limited to, USDA quarantines for Gypsy Moth, Phytophthora ramorum, Emerald Ash Borer and Black Stem Rust. MDA Japanese Beetle Quarantine nursery stock from Minnesota must be inspected and certified to be free of harmful plant pests, but is not subject to MDA external Japanese Beetle Quarantine.
- D. *Protecting and Locating Utilities.*** The City will preserve and protect all utilities located on lands covered by this Agreement, without cost to the State. As required by Minnesota Statute 216D, the City will notify Gopher State One Call System ([www.gopherstateonecall.org](http://www.gopherstateonecall.org)) (1-800-252-1166) at least 48 hours before any excavation is done on this project.
- E. *Restore Right-of-Way.*** Upon completion of the installation of landscape materials and after performing any ongoing maintenance operations, the City will restore all disturbed areas of State right-of-way so as to perpetuate satisfactory drainage, erosion control and aesthetics.
- F. *Completion of Acquisition and Installation.*** The City will cause the acquisition and installation of the landscape materials to be started and completed according to the time schedule in the Community Roadside Landscaping Partnership Program Project Application. The completion date for the acquisition and installation of the landscape materials may be extended, by an exchange of letters between the appropriate City official and the State's Landscape Partnership Program Coordinator, for unavoidable delays encountered in the performance of the acquisition and installation of the landscape materials.
- G. *Compliance with Laws, Ordinances, Regulations.*** The City will comply with all Federal, State and Local laws, and all applicable ordinances and regulations in connection with the acquisition and installation of the landscape materials.

## **2.2. *Right-of-Way, Easements and Permits***

- A.** The City is authorized to work on State right-of-way for the purposes of installing and maintaining the landscape materials, including any necessary replacement of landscape materials that fail to survive. All suppliers, contractors or volunteers under the direction of the City, occupying the State's right-of-way must be provided with and wear required reflective clothing.
- B.** The City's use of State right-of-way will in no way impair or interfere with the safety or convenience of the traveling public in its use of the highway and any use of State right-of-way under this Agreement will remain subordinate to the right of the State to use the property for highway and transportation purposes. No advertising signs or devices of any form or size will be constructed or be permitted to be constructed or placed upon State right-of-way. This Agreement does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of the Federal Aid Highway Act of 1968.

C. The City will obtain all construction permits and any other permits and sanctions that may be required in connection with the installation of the landscape materials without cost to the State.

**2.3. Maintenance by the City.** The City will provide for the maintenance of the landscaping without cost to the State. Maintenance includes, but is not limited to, weeding and pruning, and removal and replacement of all materials that fail to survive. Criteria for maintenance and replacement are shown and described in EXHIBIT "A", Maintenance Responsibilities Plan and Schedule.

### 3. State Cost and Payment by the State

**3.1. Basis of State Cost.** The State's complete share of the costs of the landscaping is the delivered cost of the landscaping materials acquired according to the Landscape Plans.

**3.2. Estimated State Cost and Maximum Obligation.** The estimated cost of the landscape materials acquisition is **\$15,000.00**. The maximum obligation of the State under this Agreement will not exceed **\$16,000.00**, unless the maximum obligation is increased by amendment to this Agreement.

**3.3. Conditions of Payment.** The State will pay the City the delivered cost of the landscape materials, not to exceed the maximum obligation, after the following conditions have been met:

- A. Encumbrance by the State of the State's total cost share.
- B. Execution of this Agreement and transmittal to the City.
- C. Receipt by the State's Landscape Partnership Program Coordinator, from the City, of the following:
  - i. Copies of the purchase orders for the landscape materials, as provided for in Section 2.1.B of this Agreement.
  - ii. Written request for payment, accompanied by copies of supplier invoices for the landscape materials acquisition and delivery.
- D. Receipt of a memo, from the State's Landscape Partnership Program Coordinator, verifying that the landscaping has been completed and recommending reimbursement.

### 4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**4.1.** The State's Authorized Representative will be:

Name/Title: Todd Carroll, Landscape Partnership Program Coordinator (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 686, St. Paul, MN 55155  
 Telephone: (651) 366-4617  
 E-Mail: todd.carroll@state.mn.us

**4.2.** The City's Authorized Representative will be:

Name/Title: Kay Qualley, Environmental Planner (or successor)  
 Address: 6431 University Ave NE, Fridley, MN 55432  
 Telephone: (763) 572-3594  
 Fax: (763) 571-1287  
 E-Mail: Kay.Qualley@fridleymn.gov

### 5. Assignment; Amendments; Waiver; Contract Complete

**5.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 5.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Liability; Worker Compensation Claims**

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

## **7. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **9. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

## **10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11. Termination; Suspension**

- 11.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.
- 11.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: 3000298715

**CITY OF FRIDLEY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

Title: Scott Lund, Mayor, City of Fridley

Date: \_\_\_\_\_

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

Title: Walter T. Wysopal, City Manager, City of Fridley

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(Landscape Partnership Program Coordinator)

By: \_\_\_\_\_  
(District Engineer)

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

Date: \_\_\_\_\_

## EXHIBIT "A"

### Maintenance Responsibilities Plan and Schedule

Table 1a. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	PRUNING		WEED CONTROL	FERTILIZATION See Table 5, Fertilization Schedule
	When To	Type Of		
Evergreen Trees	Anytime - Dry	Corrective and Deadwood Removal	Maintain mulch at 3" minimum around trees in mowed areas, keep weed free.	Yes
Shade Trees	Anytime - Dry*	Training and Corrective		Yes
Ornamental Trees	Winter**	Corrective		Yes
Evergreen Shrubs	Anytime - Dry	Deadwood Removal		Yes
Deciduous Shrubs	Dormant	Corrective and Renewal	Maintain minimum 3" woodchip mulch in a weed free condition until shrub crown closure.	Yes
Vines	Dormant	Deadwood Removal		No
Groundcovers				

\* Do not prune oaks during April, May and June. Do not prune Honeylocust while dormant or when humid or wet.

\*\* Do not prune apples, crabapples or Mountain Ash during April, May and June.

TABLE 1b. REQUIRED LANDSCAPE MAINTENANCE ACTIVITIES

MAINTENANCE CONSIDERATION				
PLANT GROUPS	WATERING	INSECT AND DISEASE CONTROL	RODENT PROTECTION	REMOVALS AND REPLACEMENTS
Evergreen Trees	Yes until established (2 yrs.).	As needed.	Yes - Pine Only	Remove all dead plants.
Shade Trees			Yes	
Ornamental Trees	Supplemental watering may be needed during drought periods (especially during July and August) even after plants are established.	Remove diseased plants that pose threats to adjacent plantings.	Yes	Replace dead or dying plants unless the lost plants do not noticeably compromise the visual appearance or design intent.
Evergreen Shrubs			No*	
Deciduous Shrubs			No*	
Vines			No*	
Groundcovers			No*	

\* Rodent protection is generally not practical for mass shrub plantings, maintaining clean mulched planting areas free of weed growth will reduce problems. Mowed turf in formal planting areas will help reduce rodent problems.

TABLE 2a. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	January	February	March	April	May	June
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch				0XX	XXXX	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Remove wrap*		
Watering	During first and second growing seasons approximately once a week or as needed to maintain adequate but not excessive soil moisture.					
Maintain Rodent Protection	0000	0000	0000	0000	0000	0000
Turf Maintenance Mowing					OOX	XXXX
Mower Damage Prevention				X	XXXX	XXXX
Replanting Evergreen Trees Deciduous Trees Container Plants Turf				OXX OXX XXX O	XXO XXXX XXXX XXXX	XXXO XXOO

X - Optimum Time    O - Less than Optimum Time

\* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 2b. CALENDAR OF LANDSCAPE MAINTENANCE

ACTIVITY	July	August	September	October	November	December
Pruning	See Table 1a for Best Time for Specific Species.					
Weed Control:	Planting beds must be kept in a weed free condition.					
Remulch	XXXX	XXXX	XXXX	XXXX	OO	XO
Herbicide	Must be applied by a licensed Pesticide Applicator.					
Fertilization: Turf Shrubs, Trees				XXXX XXXX		
Insect & Disease	Time of control depends on the type of insect or disease and when it is detected.					
Sunscald Protection				Apply or maintain paint. Install wrap*.		
Watering	During first and second growing seasons approximately once a week or as needed.					
Maintain Rodent Protection	OOOO	OOOO	XXXX	XXXX	XOOO	OOOO
Turf Maintenance Mowing	XXXX	XXXX	XXXX	XXOO		
Mower Damage Prevention	XXXX	XXXX	XXXX	XXOO		
Replanting Evergreen Trees Deciduous Trees Container Plants Turf		OX	XXXO	OXXX	XO	
	OOOO	OOOX	XXXO			
	OOOO	OOXX	XXXX	OO		

X - Optimum Time    O - Less than Optimum Time

\* Undiluted white latex paint is recommended, repaint as necessary until trees reach 4" caliper.

TABLE 3. DESCRIPTIONS OF TYPES OF PRUNING

TYPES OF PRUNING	WHEN TO PRUNE	DESCRIPTION
Disease Removal	After Diagnosis	Removal of fungal bacterial growths. Sterilize pruners between cuts.
Deadwood Removal	See Table 1	Removal of dead branches, normally from the interior portion of the crown.
Training	See Table 1	Maintaining the central leaders and acceptable symmetry in evergreen, shade and ornamental trees. Removal of suckers and water sprouts.
Corrective	See Table 1	Removal of storm-damaged, vehicle-damaged or vandalized limbs.
Renewal	See Table 1	Removing all top growth at or near the ground line and remulch. Or removal of 1/3 of the oldest stems at the ground line.

TABLE 4. WEED CONTROL METHODS - INTEGRATED APPROACH

METHOD	CATEGORY		
	TREES	SHRUB BEDS	TURF
Replanting - Filling Voids		X	X
Fertilization	X	X	X
Remulch*	X	X	X
Herbicides	X	X	X
Weed Whip	No	X	

\* Wood chip mulch should be replenished around shade trees and low growing shrubs every 3-5 years. Place mulch to a 4" depth. Mulching will help control weeds, reduce mower damage and conserve moisture.

TABLE 5. FERTILIZATION SCHEDULE

CATEGORY	FREQUENCY	TIME OF APPLICATION	ANALYSIS **	RATE
Mowed Turf	Every 3 Years	April or October	23-0-30	1 lb (N)/1000 sq. ft.
Shrub Beds*	Every 3 Years	October or April	23-0-30	1 lb (N)/1000 sq. ft.
Shade Trees*	Every 3 Years	October or April	23-0-30	.5 lbs/1 Cu. Yd. of soil

Note: Do not fertilize trees and turf during the same season. Offset tree fertilization by one season in order to prevent fertilizer burn on turf.

\* Plants that fix nitrogen, like Silver Buffaloberry, Caragana, Honeylocust, Russian Olive or other legumes, should not be fertilized except under special conditions. Tall shrubs do not need to be fertilized if leaf color remains normal.

\*\* Analysis will be allowed within the following ranges: N (16-24) – P (0) – K (20-30).



## CITY COUNCIL MEETING OF JUNE 13, 2016

To: Walter T. Wysopal, City Manager  
From: Debra A. Skogen, City Clerk  
Date: June 9, 2016  
Re: Resolution Appointing Deputy Clerks and Absentee Ballot Board for Absentee Voting in the 2016 Election Cycle

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The Minnesota State Legislature adopted legislation requiring County Auditors to appoint an absentee ballot board for the purpose of accepting and rejecting absentee ballots. On April 26, 2010, the City Council amended Chapter 4 of the Fridley City Code authorizing the establishment of an absentee ballot board. Section 4.03 requires the City Council to appoint the names of the individuals that will serve on the absentee ballot board.

Anoka County has designated the City of Fridley as a location to conduct in person absentee ballot voting and designating the City's appointed members to serve as "Deputy County Auditor" for the purpose of accepting and rejecting in person absentee ballots.

In addition, Minnesota Statute Section 203B.081 and Anoka County Resolution #2014-M1 requires the City to designate those individuals issuing absentee ballots on behalf of the County Auditor as Municipal Deputy Clerks. This designation will remain in effect from June 24, 2016 through the end of the contest period following the State General Election of November 8, 2016.

Staff recommends a the City Council adopted a resolution appointing city staff to the Absentee Ballot Board and designating them as Municipal Deputy Clerks from June 24, 2016 through November 8, 2016.

**RESOLUTION NO. 2016 - \_\_**

**A RESOLUTION APPOINTING AN ABSENTEE BALLOT BOARD FOR THE 2016 ELECTION CYCLE**

WHEREAS, pursuant to MN Statute 203B.081, Anoka County Elections has designated the City of Fridley as a location to conduct in person absentee voting for Fridley residents for the Minnesota 2016 Primary and State General Election; and

WHEREAS, the County Auditor must establish an absentee ballot board for ballots issued under sections 203B.16 to 203B.27 and will be designating the City's assigned staff as members of that board for the purposes of accepting, rejecting and counting in person absentee ballots; and

WHEREAS, the duties of the Absentee Ballot Board are defined in the 2015 Minnesota Election Laws and Rules; and

WHEREAS, Fridley City Code Section 4.03 requires the City Council to appoint the number of persons and the names of the individuals that will serve on the Absentee Ballot Board which it deems necessary to carry out the duties of the absentee ballot board.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Fridley hereby designates the following individuals to the City's absentee ballot board:

Roberta Collins  
Craig Ellestad  
James Erickson  
Jake Foster  
Julie Horak

Pat Maghrak  
Jean Michaels  
Cheryl Pellegrin  
Debra Skogen  
Katie Smet

BE IT HEREBY FURTHER RESOLVED, when the above individuals are acting in their role as the Absentee Ballot Board, they shall take an oath and use the title of "Municipal Deputy Clerk" for that purpose; and

BE IT HEREBY FURTHER RESOLVED that the Anoka County Absentee Ballot Board is hereby appointed and designated to act on behalf of the City of Fridley's Absentee Ballot Board.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 13<sup>TH</sup> DAY OF JUNE 2016.

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Scott J. Lund, Mayor

ATTEST:

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Debra A. Skogen, City Clerk



AGENDA ITEM  
COUNCIL MEETING OF JUNE 13, 2016  
CLAIMS

CLAIMS

1605 (ACH PCard)

172717 - 172963



City of Fridley, MN

# Claims Council 06/13/2016

By Vendor Name

Payment Dates 05/23/2016 - 06/10/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
<b>Vendor: 000370 - 000370 FRIDLEY HLTH REIMB</b>							
205	06/01/2016	INV0006521	CITY OF FRIDLEY HLTH REIMB PL#10129454	101-213150	HRA/Veba & HSA Benefit-Heal...		1,150.00
<b>Vendor 000370 - 000370 FRIDLEY HLTH REIMB Total:</b>							<b>1,150.00</b>
<b>Vendor: 10020 - A.S.T. COMPRESSORS- AIR SYSTEM TECH</b>							
172724	05/26/2016	6850	REPLACE AERATOR MOORE LAKE	101-3172-635100	Parks/Services Contracted, No...		269.00
<b>Vendor 10020 - A.S.T. COMPRESSORS- AIR SYSTEM TECH Total:</b>							<b>269.00</b>
<b>Vendor: 10041 - ACE SOLID WASTE, INC</b>							
172802	06/02/2016	1845084	REFUSE HAULING	609-6910-635100	Liq Store1-Cub/Srvcs Contract...		47.85
172861	06/09/2016	1845083	JUNE REFUSE HAULING	609-6920-635100	Liq Store 2-65/Srvc Contracted,...		29.91
<b>Vendor 10041 - ACE SOLID WASTE, INC Total:</b>							<b>77.76</b>
<b>Vendor: 10046 - ADAM'S PEST CONTROL, INC</b>							
172862	06/09/2016	2414824	MAY PEST CONTROL	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		47.00
<b>Vendor 10046 - ADAM'S PEST CONTROL, INC Total:</b>							<b>47.00</b>
<b>Vendor: 10060 - AFFILIATED EMERGENCY VETERINARY SVS</b>							
172803	06/02/2016	10711	EMERGENCY EXAM - STRAY KITTEN	101-2110-631100	Police/Professional Services		116.00
<b>Vendor 10060 - AFFILIATED EMERGENCY VETERINARY SVS Total:</b>							<b>116.00</b>
<b>Vendor: 10075 - ALEXANDRA HOUSE INC</b>							
172863	06/09/2016	107	PROF SERVICES	101-1410-631100	Non-dept/Professional Services		5,000.00
<b>Vendor 10075 - ALEXANDRA HOUSE INC Total:</b>							<b>5,000.00</b>
<b>Vendor: 10102 - AMERICAN BOTTLING COMPANY</b>							
172864	06/09/2016	INV0006690	MAY-MISC	609-144040	Misc. #1 (Cub Location)		445.04
172864	06/09/2016	INV0006690	MAY-MISC	609-145040	Misc. #2 (Highway 65)		309.20
<b>Vendor 10102 - AMERICAN BOTTLING COMPANY Total:</b>							<b>754.24</b>
<b>Vendor: 10125 - AMUNDSON CIGAR &amp; CANDY</b>							
172865	06/09/2016	INV0006691	MAY-CIGS	609-144050	Tobacco #1 (Cub Location)		3,340.43
<b>Vendor 10125 - AMUNDSON CIGAR &amp; CANDY Total:</b>							<b>3,340.43</b>
<b>Vendor: 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS</b>							
172866	06/09/2016	2016047	RADIO ANTENNA, BATTERIES, CHARGER	101-2510-621130	Fire/Operating Supplies		740.81
172866	06/09/2016	2016-242	VERIZON WIRELESS 3G AND 4G INTERNET ACCESS	101-2110-633120	Police/Communication (phone...		26.02

Claims Council 06/13/2016

Payment Dates: 05/23/2016 - 06/10/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
172866	06/09/2016	2016-242	VERIZON WIRELESS 3G AND 4G INTERNET ACCESS	101-2110-633120	Police/Communication (phone...		630.18
<b>Vendor 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS Total:</b>							<b>1,397.01</b>
<b>Vendor: 10145 - ANOKA COUNTY HIGHWAY DEPARTMENT</b>							
172804	06/02/2016	INV0006563	PERMIT WATER BREAK PERMIT#16-027	601-6210-632100	Water Ops/Dues & Subscriptio...		150.00
<b>Vendor 10145 - ANOKA COUNTY HIGHWAY DEPARTMENT Total:</b>							<b>150.00</b>
<b>Vendor: 10146 - ANOKA COUNTY LICENSE CENTER</b>							
172805	06/02/2016	INV0006463	FORFEITURE RE-TITLE 1999 LAND ROVER	240-2172-621130	StateForf-DWI-Operating Suppl..		20.75
<b>Vendor 10146 - ANOKA COUNTY LICENSE CENTER Total:</b>							<b>20.75</b>
<b>Vendor: 10150 - ANOKA COUNTY TREASURER</b>							
172867	06/09/2016	B160602K	BROADBAND	101-1314-633120	IT/Comm (phones, postage, et...		400.00
172867	06/09/2016	B160602K	BROADBAND	101-2510-633120	Fire/Communication (phones, ...		150.00
172867	06/09/2016	B160602K	BROADBAND	101-4150-633120	Sr Center / Communication		37.50
172867	06/09/2016	B160602K	BROADBAND	270-4190-633120	SNC/Comm, (phones, postage,...		400.00
<b>Vendor 10150 - ANOKA COUNTY TREASURER Total:</b>							<b>987.50</b>
<b>Vendor: 10159 - APACHE PRINT INC</b>							
172806	06/02/2016	47188	NEWSLETTER	851-232400	Sr-Advisory//Due to other Age...		148.65
<b>Vendor 10159 - APACHE PRINT INC Total:</b>							<b>148.65</b>
<b>Vendor: 10160 - APEX PRINT TECHNOLOGIES</b>							
172868	06/09/2016	205626	FEB/MARCH METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		254.98
172868	06/09/2016	205626	FEB/MARCH METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		1,534.30
172868	06/09/2016	205626	FEB/MARCH METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		502.50
172868	06/09/2016	205626	FEB/MARCH METER CARDS,WEBSITE	602-6110-633120	Sewer Admin/Comm (phones, ...		247.50
172868	06/09/2016	205626	FEB/MARCH METER CARDS,WEBSITE	602-6110-633120	Sewer Admin/Comm (phones, ...		755.70
<b>Vendor 10160 - APEX PRINT TECHNOLOGIES Total:</b>							<b>3,294.98</b>
<b>Vendor: 10168 - ARCTIC GLACIER INC</b>							
172869	06/09/2016	INV0006692	MAY-MISC	609-144040	Misc. #1 (Cub Location)		463.32
172869	06/09/2016	INV0006692	MAY-MISC	609-145040	Misc. #2 (Highway 65)		305.28
<b>Vendor 10168 - ARCTIC GLACIER INC Total:</b>							<b>768.60</b>
<b>Vendor: 10175 - ARTISAN BEER COMPANY</b>							
172870	06/09/2016	INV0006693	MAY-BEER	609-144030	Beer #1 (Cub Location)		2,394.65
172870	06/09/2016	INV0006693	MAY-BEER	609-145030	Beer #2 (Highway 65)		314.00
<b>Vendor 10175 - ARTISAN BEER COMPANY Total:</b>							<b>2,708.65</b>

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
<b>Vendor: 10178 - ASPEN MILLS INC</b>							
172807	06/02/2016	1410,3988,2105	UNIFORMS	101-2510-621110	Fire/Clothing/Laundry Allowan...		407.20
<b>Vendor 10178 - ASPEN MILLS INC Total:</b>							<b>407.20</b>
<b>Vendor: 10185 - AT &amp; T WIRELESS SERVICE</b>							
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-1210-633120	Gen Mgmt/Communication (p...		49.20
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-1314-633120	IT/Comm (phones, postage, et...		184.47
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-2110-633120	Police/Communication (phone...		1,283.05
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-2150-633120	EM/Communication(phones, ...		116.40
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-2510-633120	Fire/Communication (phones, ...		240.91
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-3140-633120	Eng/Communication (phones, ...		34.99
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-3140-633120	Eng/Communication (phones, ...		316.55
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-3172-633120	Parks/Communication (phones...		292.02
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-3174-633120	Streets/Communication (phon...		494.17
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-3176-633120	Garage/Communication (phon...		174.26
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-4100-633120	Rec/Communication (phones, ...		69.84
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-5110-633120	Bldg Inspect/Comm. (phones, ...		100.56
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-5112-633120	Planning/Communication (pho...		34.99
172808	06/02/2016	287251541144X5252016	287251541144X5252016	101-5114-633120	Rental Inspect/Comm (phones,..		99.48
172808	06/02/2016	287251541144X5252016	287251541144X5252016	225-1219-633120	Cable TV/Comm. (phones, pos...		49.20
172808	06/02/2016	287251541144X5252016	287251541144X5252016	260-2114-633120	Police PSDS/Communication		84.18
172808	06/02/2016	287251541144X5252016	287251541144X5252016	270-4190-633120	SNC/Comm, (phones, postage,...		39.99
172808	06/02/2016	287251541144X5252016	287251541144X5252016	601-6210-633120	Water Ops/Communication (p...		336.55
172808	06/02/2016	287251541144X5252016	287251541144X5252016	602-6210-633120	Sewer Ops/Communication (p...		339.93
<b>Vendor 10185 - AT &amp; T WIRELESS SERVICE Total:</b>							<b>4,340.74</b>
<b>Vendor: 10189 - AURELIO'S FAMILY PIZZERIA</b>							
172725	05/26/2016	INV0006393	SR VOLUNTEER RECOGNITION DINNER	851-232400	Sr-Advisory//Due to other Age...		655.15
<b>Vendor 10189 - AURELIO'S FAMILY PIZZERIA Total:</b>							<b>655.15</b>
<b>Vendor: 10195 - AUTONATION FORD WHITE BEAR LAKE</b>							
172871	06/09/2016	INV0006630	PARTS	101-141040	Inventory - Misc. Parts		101.68
172871	06/09/2016	INV0006630	REMOVE PD MARKINGS #327	101-2110-635100	Police/Services Contracted, N...		276.50
<b>Vendor 10195 - AUTONATION FORD WHITE BEAR LAKE Total:</b>							<b>378.18</b>
<b>Vendor: 12723 - BAILEY NURSERIES</b>							
172961	06/09/2016	464127,197,307	TREES-DNR GRANT	101-3172-621140	Parks/Supplies for Repair & Ma..		7,440.01
<b>Vendor 12723 - BAILEY NURSERIES Total:</b>							<b>7,440.01</b>
<b>Vendor: 10215 - BANIA, DON JR.</b>							
172872	06/09/2016	INV0006686	SAFETY CAMP PRESENTER	101-4105-635100	Special Events/Services Contra...		400.00
<b>Vendor 10215 - BANIA, DON JR. Total:</b>							<b>400.00</b>
<b>Vendor: 10222 - BARTON SAND &amp; GRAVEL CO</b>							
172809	06/02/2016	INV0006567	DISPOSAL FEES	601-6210-635100	Water Ops/Services Contracte...		75.00

Claims Council 06/13/2016

Payment Dates: 05/23/2016 - 06/10/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name (None)	Amount
172873	06/09/2016	INV0006631	DISPOSAL FEES	601-6210-635100	Water Ops/Services Contracte...	60.00
<b>Vendor 10222 - BARTON SAND &amp; GRAVEL CO Total:</b>						<b>135.00</b>
<b>Vendor: 10228 - BAUHAUS BREW LAB, LLC</b>						
172874	06/09/2016	DM0000002	MAY-BEER	609-144030	Beer #1 (Cub Location)	315.50
<b>Vendor 10228 - BAUHAUS BREW LAB, LLC Total:</b>						<b>315.50</b>
<b>Vendor: 10238 - BEISSWENGER'S HARDWARE</b>						
172875	06/09/2016	INV0006632	TRIMMER LINES, HARDWARE	101-3172-621140	Parks/Supplies for Repair & Ma..	193.41
172875	06/09/2016	INV0006632	SLIP HOOK	101-3174-621150	Streets/Tools & Minor Equipm...	10.78
172875	06/09/2016	INV0006632	PAINT FOR CURB	601-6210-621140	Water Ops/Supplies for Repair...	21.56
<b>Vendor 10238 - BEISSWENGER'S HARDWARE Total:</b>						<b>225.75</b>
<b>Vendor: 10240 - BELLBOY CORPORATION</b>						
172876	06/09/2016	INV0006695	MAY-LIQUOR	609-144010	Liquor #1 (Cub Location)	3,368.49
172876	06/09/2016	INV0006695	MAY-WINE	609-144020	Wine #1 (Cub Location)	936.56
172876	06/09/2016	INV0006695	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight	41.85
172876	06/09/2016	INV0006695	MAY-BAGS	609-6910-621130	Liq Store1-Cub/Operating Supp..	754.41
<b>Vendor 10240 - BELLBOY CORPORATION Total:</b>						<b>5,101.31</b>
<b>Vendor: 10251 - BERNICK'S BEVERAGES</b>						
172877	06/09/2016	INV0006696	MAY-BEER	609-144030	Beer #1 (Cub Location)	2,145.25
172877	06/09/2016	INV0006696	MAY-BEER	609-145030	Beer #2 (Highway 65)	583.20
<b>Vendor 10251 - BERNICK'S BEVERAGES Total:</b>						<b>2,728.45</b>
<b>Vendor: 10253 - BERRY COFFEE COMPANY</b>						
172726	05/26/2016	M50986	SR COFFEE	851-232400	Sr-Advisory//Due to other Age...	67.45
<b>Vendor 10253 - BERRY COFFEE COMPANY Total:</b>						<b>67.45</b>
<b>Vendor: 10267 - BLAINE BROTHERS</b>						
172878	06/09/2016	104148039	LITE	101-141040	Inventory - Misc. Parts	280.00
<b>Vendor 10267 - BLAINE BROTHERS Total:</b>						<b>280.00</b>
<b>Vendor: 12706 - BOARMAN KROOS VOGEL GROUP,INC</b>						
172959	06/09/2016	41972	CITY HALL PRE-DESIGN SERVICES	405-3115-631100	Bldg CIP-MunCtr/Professional ...	18,647.86
<b>Vendor 12706 - BOARMAN KROOS VOGEL GROUP,INC Total:</b>						<b>18,647.86</b>
<b>Vendor: 10284 - BOB'S PRODUCE RANCH</b>						
172727	05/26/2016	39161	FIRE INTERVIEW PANEL REFRESHMENTS	101-2510-621130	Fire/Operating Supplies	41.56
<b>Vendor 10284 - BOB'S PRODUCE RANCH Total:</b>						<b>41.56</b>
<b>Vendor: 10289 - BOLTON &amp; MENK, INC</b>						
172810	06/02/2016	190314	STREET REHAP ENG DESIGN	406-3174-631100	Streets/Professional Services	4,646.00
172810	06/02/2016	190354	DATA COLLECTION-MAIN STR TRAIL PROJ	406-3174-631100	Streets/Professional Services	20,605.10
172879	06/09/2016	190315,190316	STR PROJ INSPECTIONS	406-3174-631100	Streets/Professional Services	914.50
172879	06/09/2016	190315,190316	STR PROJ INSPECTIONS	406-3174-631100	Streets/Professional Services	739.00
<b>Vendor 10289 - BOLTON &amp; MENK, INC Total:</b>						<b>26,904.60</b>

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<b>Vendor: 10296 - BOYER TRUCKS INC</b>								
172880	06/09/2016	INV0006635	PARTS	101-141040	Inventory - Misc. Parts		2,295.48	
							<b>Vendor 10296 - BOYER TRUCKS INC Total:</b>	<b>2,295.48</b>
<b>Vendor: 10302 - BRAUN INTERTEC CORPORATION</b>								
172881	06/09/2016	INV0006636	COL ARENA GEOTECHNICAL EVAL	405-3115-631100	Bldg CIP-MunCtr/Professional ...		29,471.70	
							<b>Vendor 10302 - BRAUN INTERTEC CORPORATION Total:</b>	<b>29,471.70</b>
<b>Vendor: 12388 - BREAKTHRU BEVERAGE BEER, LLC</b>								
172953	06/09/2016	INV0006723	MAY- BEER	609-144030	Beer #1 (Cub Location)		35,300.00	
172953	06/09/2016	INV0006723	MAY- MISC	609-144040	Misc. #1 (Cub Location)		73.22	
172953	06/09/2016	INV0006723	MAY- BEER	609-145030	Beer #2 (Highway 65)		9,400.00	
172953	06/09/2016	INV0006723	MAY- MISC	609-145040	Misc. #2 (Highway 65)		80.85	
							<b>Vendor 12388 - BREAKTHRU BEVERAGE BEER, LLC Total:</b>	<b>44,854.07</b>
<b>Vendor: 12389 - BREAKTHRU BEVERAGE WINE &amp; SPIRITS</b>								
172954	06/09/2016	INV0006724	MAY-LIQUOR	609-144010	Liquor #1 (Cub Location)		10,697.94	
172954	06/09/2016	INV0006724	MAY-WINE	609-144020	Wine #1 (Cub Location)		440.66	
172954	06/09/2016	INV0006724	MAY-LIQUOR	609-145010	Liquor #2 (Highway 65)		1,484.04	
172954	06/09/2016	INV0006724	MAY-WINE	609-145020	Wine #2 (Highway 65)		86.66	
172954	06/09/2016	INV0006724	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		122.88	
172954	06/09/2016	INV0006724	MAY-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		17.25	
							<b>Vendor 12389 - BREAKTHRU BEVERAGE WINE &amp; SPIRITS Total:</b>	<b>12,849.43</b>
<b>Vendor: 10312 - BRIGHTWOOD HILLS GOLF COURSE</b>								
172811	06/02/2016	20167	SENIOR GOLF LEAGUE FEES	101-4107-635100	Rec Sports/Services Contracted..		3,600.00	
							<b>Vendor 10312 - BRIGHTWOOD HILLS GOLF COURSE Total:</b>	<b>3,600.00</b>
<b>Vendor: 10316 - BROCK WHITE CO,LLC</b>								
172729	05/26/2016	12662217.2218-00	RAIN SUITS	101-3174-621110	Streets/Clothing/Laundry Allo...		96.16	
							<b>Vendor 10316 - BROCK WHITE CO,LLC Total:</b>	<b>96.16</b>
<b>Vendor: 10313 - BRO-TEX, INC</b>								
172728	05/26/2016	478067	SPRING DROP OFF CARPET COLLECTION	237-5118-635100	Recycling/Services Contracted,...		406.85	
							<b>Vendor 10313 - BRO-TEX, INC Total:</b>	<b>406.85</b>
<b>Vendor: 10327 - BRYAN ROCK PRODUCTS INC</b>								
172730	05/26/2016	14341	RED BALL AGGREGATE	101-3172-621140	Parks/Supplies for Repair & Ma..		1,268.04	
							<b>Vendor 10327 - BRYAN ROCK PRODUCTS INC Total:</b>	<b>1,268.04</b>
<b>Vendor: 12716 - BUILDING BLOCKS CHRISTIAN PRESCHOOL</b>								
172787	05/26/2016	INV0006456	TEMPORARY SIGN PERMIT REFUND	101-221100	Deposits		200.00	
							<b>Vendor 12716 - BUILDING BLOCKS CHRISTIAN PRESCHOOL Total:</b>	<b>200.00</b>

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<b>Vendor: 10346 - C.D.W. GOVERNMENT, INC</b>							
172882	06/09/2016	INV0006713	NETWORK MGMT CARD,SWITCH,APC SMART,5- PORT	101-1314-635100	IT/Srvc Contracted, Non-profe...		109.33
172882	06/09/2016	INV0006713	NETWORK MGMT CARD,SWITCH,APC SMART,5- PORT	409-1314-621130	IT/Operating Supplies		1,266.73
172882	06/09/2016	INV0006713	NETWORK MGMT CARD,SWITCH,APC SMART,5- PORT	409-1314-635100	IT/Srvc Contracted, Non-profe...		1,943.92
172882	06/09/2016	INV0006713	NETWORK MGMT CARD,SWITCH,APC SMART,5- PORT	409-1314-704100	IT/Furniture & Fixtures		5,294.98
<b>Vendor 10346 - C.D.W. GOVERNMENT, INC Total:</b>							<b>8,614.96</b>
<b>Vendor: 10369 - CAPITOL BEVERAGE SALES</b>							
172883	06/09/2016	INV0006697	MAY-BEER	609-144030	Beer #1 (Cub Location)		43,200.00
172883	06/09/2016	INV0006697	MAY-MISC	609-144040	Misc. #1 (Cub Location)		76.87
172883	06/09/2016	INV0006697	MAY-BEER	609-145030	Beer #2 (Highway 65)		16,404.20
<b>Vendor 10369 - CAPITOL BEVERAGE SALES Total:</b>							<b>59,681.07</b>
<b>Vendor: 10386 - CENTRAL MN CUSTODIAL SERVICES LLC</b>							
172884	06/09/2016	1546	MAY CLEANING SERVICE	101-3176-635100	Garage/Services Contracted, ...		1,040.00
<b>Vendor 10386 - CENTRAL MN CUSTODIAL SERVICES LLC Total:</b>							<b>1,040.00</b>
<b>Vendor: 10388 - CENTRAL ROOFING COMPANY</b>							
172885	06/09/2016	14147	POWER WASH/SEAL FRONT OF BUILDING	609-6920-621140	Liq Store 2-65/Supplies for Re...		1,658.00
<b>Vendor 10388 - CENTRAL ROOFING COMPANY Total:</b>							<b>1,658.00</b>
<b>Vendor: 10390 - CENTRAL TURF &amp; IRRIGATION SUPPLY</b>							
172731	05/26/2016	604877700	IRRIGATION SUPPLIES COMMUNITY PRK	101-3172-621140	Parks/Supplies for Repair & Ma..		131.10
<b>Vendor 10390 - CENTRAL TURF &amp; IRRIGATION SUPPLY Total:</b>							<b>131.10</b>
<b>Vendor: 10395 - CENTURY LINK</b>							
172732	05/26/2016	INV0006397	PHONE SERVICE 763 784-8676 605	270-4190-633120	SNC/Comm, (phones, postage,...		56.82
172812	06/02/2016	INV0006571	PHONE SERVICE-7833923	270-4190-633120	SNC/Comm, (phones, postage,...		42.97
172812	06/02/2016	INV0006571	PHONE SERVICE-5711683	601-6110-633120	Water Admin/Comm (phones,...		24.88
172812	06/02/2016	INV0006571	PHONE SERVICE-5711683	602-6110-633120	Sewer Admin/Comm (phones, ...		24.88
<b>Vendor 10395 - CENTURY LINK Total:</b>							<b>149.55</b>
<b>Vendor: 10404 - CHARLESTON COUNTY FAMILY COURT</b>							
172791	06/01/2016	INV0006496	PAYROLL SUMMARY	101-213300	Child Support Withheld		451.50
<b>Vendor 10404 - CHARLESTON COUNTY FAMILY COURT Total:</b>							<b>451.50</b>
<b>Vendor: Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA</b>							
207	06/01/2016	INV0006498	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		729.69

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207	06/01/2016	INV0006499	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan	11,622.00
207	06/01/2016	INV0006502	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan	270.60
<b>Vendor Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA Total:</b>						<b>12,622.29</b>
<b>Vendor: Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA</b>						
209	06/01/2016	INV0006514	CITY OF FRIDLEY ICMA Ppt ID: 803556	101-213280	RHS Plan (ICMA)	75.00
209	06/01/2016	INV0006515	CITY OF FRIDLEY ICMA Ppt ID: 803502	101-213280	RHS Plan (ICMA)	150.00
<b>Vendor Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA Total:</b>						<b>225.00</b>
<b>Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA</b>						
208	06/01/2016	INV0006516	CITY OF FRIDLEY ICMA Ppt ID: 705060	101-213270	ICMA Roth IRA	1,986.93
<b>Vendor Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA Total:</b>						<b>1,986.93</b>
<b>Vendor: 10431 - CLAUSON, ROBERT INC.</b>						
172813	06/02/2016	INV0006572	INSPECTIONS	101-5110-635100	Bldg Inspect/Srvc Contracted, ...	3,746.80
<b>Vendor 10431 - CLAUSON, ROBERT INC. Total:</b>						<b>3,746.80</b>
<b>Vendor: 10434 - CLEAR RIVER BEVERAGE</b>						
172887	06/09/2016	INV0006699	MAY-BEER	609-144030	Beer #1 (Cub Location)	682.00
<b>Vendor 10434 - CLEAR RIVER BEVERAGE Total:</b>						<b>682.00</b>
<b>Vendor: 10439 - COCA COLA BOTTLING</b>						
172888	06/09/2016	INV0006700	MAY-MISC	609-144040	Misc. #1 (Cub Location)	805.38
172888	06/09/2016	INV0006700	MAY-MISC	609-145040	Misc. #2 (Highway 65)	448.84
<b>Vendor 10439 - COCA COLA BOTTLING Total:</b>						<b>1,254.22</b>
<b>Vendor: 10442 - COLLINS, ROBERTA S.</b>						
172733	05/26/2016	INV0006398	REIMB MILEAGE MCFOA CLERK'S TRAINING	101-1210-632110	Gen Mgmt/Transportation	92.00
<b>Vendor 10442 - COLLINS, ROBERTA S. Total:</b>						<b>92.00</b>
<b>Vendor: 10447 - COMCAST CABLE</b>						
172734	05/26/2016	INV0006400	INTERNET SERVICE	101-1314-633120	IT/Comm (phones, postage, et...	578.51
172735	05/26/2016	INV0006399	PHONE, INTERNET 8772106210350223	609-6920-635100	Liq Store 2-65/Srvc Contracted,...	255.04
172814	06/02/2016	INV0006466	CABLE CONNECTION FOR CHIEF WEIERKE'S OFFICE	101-2150-635100	EM/Srvc Contracted, Non-prof...	3.40
172814	06/02/2016	INV0006573	CABLE FEES 8772106210044545	225-1219-635100	Cable TV/Srv Contracted, Non-...	314.43
<b>Vendor 10447 - COMCAST CABLE Total:</b>						<b>1,151.38</b>
<b>Vendor: 10449 - COMMERCIAL ASPHALT</b>						
172736	05/26/2016	INV0006401	ASPHALT-WATER BREAK REPAIRS	602-6210-621140	Sewer Ops/Supplies for Repair...	209.46

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172889	06/09/2016	INV0006639	DURA DRIVE	101-3174-621140	Streets/Supplies for Repair & ...	49.40
<b>Vendor 10449 - COMMERCIAL ASPHALT Total:</b>						<b>258.86</b>
<b>Vendor: 10455 - COMMUNITY HEALTH CHARITIES</b>						
172792	06/01/2016	INV0006497	Bi-weekly payroll contribution	101-213120	Charitable Contributions	7.69
<b>Vendor 10455 - COMMUNITY HEALTH CHARITIES Total:</b>						<b>7.69</b>
<b>Vendor: 10476 - COON RAPIDS CHRYSLER-JEEP</b>						
172737	05/26/2016	340221	HUB CAP	101-141040	Inventory - Misc. Parts	46.08
<b>Vendor 10476 - COON RAPIDS CHRYSLER-JEEP Total:</b>						<b>46.08</b>
<b>Vendor: 10507 - CUB FOODS INC-BLAINE STORE</b>						
172815	06/02/2016	INV0006574	SUET	270-4190-621130	SNC/Operating Supplies	32.00
<b>Vendor 10507 - CUB FOODS INC-BLAINE STORE Total:</b>						<b>32.00</b>
<b>Vendor: 10508 - CUB STORE INC-NEW BRIGHTON STORE</b>						
172739	05/26/2016	INV0006403	ZONE PARTY SUPPLIES	101-4109-621130	Rec Zone/Operating Supplies	22.23
<b>Vendor 10508 - CUB STORE INC-NEW BRIGHTON STORE Total:</b>						<b>22.23</b>
<b>Vendor: 10509 - CULLIGAN</b>						
172816	06/02/2016	100X05094102	WATER SOFTNER RENTAL/SUPPLIES	601-6210-635110	Water Ops/Rentals	126.45
172816	06/02/2016	100X05094102	WATER SOFTNER RENTAL/SUPPLIES	602-6210-621140	Sewer Ops/Supplies for Repair...	635.04
172890	06/09/2016	100X05124602	WATER SOFTENER RENTAL, SALT	601-6210-635110	Water Ops/Rentals	126.45
172890	06/09/2016	100X05124602	WATER SOFTENER RENTAL, SALT	602-6210-621140	Sewer Ops/Supplies for Repair...	1,184.11
<b>Vendor 10509 - CULLIGAN Total:</b>						<b>2,072.05</b>
<b>Vendor: 10537 - DALCO</b>						
172891	06/09/2016	3032700	CLEANING SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...	297.31
<b>Vendor 10537 - DALCO Total:</b>						<b>297.31</b>
<b>Vendor: 10547 - DAVE PERKINS CONTRACTING, INC</b>						
172892	06/09/2016	25925	REPAIR SANITARY SEWER	602-6210-635100	Sewer Ops/Services Contracte...	4,062.00
<b>Vendor 10547 - DAVE PERKINS CONTRACTING, INC Total:</b>						<b>4,062.00</b>
<b>Vendor: 10563 - DELTA DENTAL PLAN OF MINNESOTA</b>						
DFT0000549	06/03/2016	INV0006500	MONTHLY PREMIUM	101-213160	Dental Insurance Payable	3,178.75
<b>Vendor 10563 - DELTA DENTAL PLAN OF MINNESOTA Total:</b>						<b>3,178.75</b>
<b>Vendor: 10571 - DIAMOND VOGEL PAINT</b>						
172893	06/09/2016	82167416	WHITE TRAFFIC PAINT	101-3174-621140	Streets/Supplies for Repair & ...	1,244.00
<b>Vendor 10571 - DIAMOND VOGEL PAINT Total:</b>						<b>1,244.00</b>
<b>Vendor: 10581 - DO-GOOD BIZ, INC</b>						
172894	06/09/2016	862601	JUNE NEWSLETTER	101-1210-633120	Gen Mgmt/Communication (p...	679.00
<b>Vendor 10581 - DO-GOOD BIZ, INC Total:</b>						<b>679.00</b>

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<b>Vendor: 10604 - E.C.M. PUBLISHERS INC</b>								
172817	06/02/2016	340115	MPCA ARBOR DAY AD	101-3172-633100	Parks/Advertising		228.00	
							<b>Vendor 10604 - E.C.M. PUBLISHERS INC Total:</b>	<b>228.00</b>
<b>Vendor: 12726 - EAST CENTRAL VENTILATION, INC</b>								
172963	06/09/2016	14354	HEATING & COOLING SYSTEM WELL#9, #4	601-6310-635100	Water CIP/Srvc Contracted, N...		18,450.00	
							<b>Vendor 12726 - EAST CENTRAL VENTILATION, INC Total:</b>	<b>18,450.00</b>
<b>Vendor: 10635 - EMBEDDED SYSTEMS INC.</b>								
172818	06/02/2016	33954	6 MONTH SIREN MAINT. FEE 7/1/16 THRU 12/31/16	101-2154-635100	EM-OutdoorWarning/Services...		2,108.64	
							<b>Vendor 10635 - EMBEDDED SYSTEMS INC. Total:</b>	<b>2,108.64</b>
<b>Vendor: 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES</b>								
172740	05/26/2016	WC05121622	SPOT LITE #673	101-141040	Inventory - Misc. Parts		281.88	
							<b>Vendor 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES Total:</b>	<b>281.88</b>
<b>Vendor: 10640 - EMERGENCY RESPONSE SOLUTIONS,LLC</b>								
172895	06/09/2016	6506	SCBA PARTS	101-2510-621140	Fire/Supplies for Repair & Mai...		36.68	
172895	06/09/2016	6510	ICE COMMANDER SUITS	101-2510-621150	Fire/Tools & Minor Equipment		1,930.87	
							<b>Vendor 10640 - EMERGENCY RESPONSE SOLUTIONS,LLC Total:</b>	<b>1,967.55</b>
<b>Vendor: 10656 - EVERGREEN RECYCLING, LLC</b>								
172896	06/09/2016	1891	SPRING DROP OFF	237-5118-635100	Recycling/Services Contracted,...		1,428.00	
							<b>Vendor 10656 - EVERGREEN RECYCLING, LLC Total:</b>	<b>1,428.00</b>
<b>Vendor: 12574 - FANTASTIC SAM'S</b>								
172781	05/26/2016	INV0006450	TEMP SIGN DEPOSIT REFUND	101-221100	Deposits		200.00	
							<b>Vendor 12574 - FANTASTIC SAM'S Total:</b>	<b>200.00</b>
<b>Vendor: 10717 - FLEET PRIDE TRUCK &amp; TRAILER PARTS</b>								
172741	05/26/2016	77273004,11552	FITTINGS, HYD HOSE	101-141040	Inventory - Misc. Parts		298.33	
172741	05/26/2016	77273004,11552	SHOP SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		136.00	
172819	06/02/2016	274413,3515	FILTERS-STOCK ORDER	101-141040	Inventory - Misc. Parts		302.04	
							<b>Vendor 10717 - FLEET PRIDE TRUCK &amp; TRAILER PARTS Total:</b>	<b>736.37</b>
<b>Vendor: 10731 - FOUR ACE PRODUCTIONS</b>								
172897	06/09/2016	INV0006687	SAFETY CAMP PRESENTER	101-4105-635100	Special Events/Services Contra...		395.00	
							<b>Vendor 10731 - FOUR ACE PRODUCTIONS Total:</b>	<b>395.00</b>
<b>Vendor: 10745 - FRIDLEY FIRE RELIEF ASSOC FBO</b>								
172793	06/01/2016	INV0006503	Biweekly payroll contributions	101-213290	Fire Relief Dues Withheld		125.00	
							<b>Vendor 10745 - FRIDLEY FIRE RELIEF ASSOC FBO Total:</b>	<b>125.00</b>
<b>Vendor: 10746 - FRIDLEY FOOD SERVICE</b>								
172742	05/26/2016	20413	TABLE CLOTH RENTAL VOLUNTEER EVENT	851-232400	Sr-Advisory//Due to other Age...		14.02	
							<b>Vendor 10746 - FRIDLEY FOOD SERVICE Total:</b>	<b>14.02</b>

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<b>Vendor: 10748 - FRIDLEY POLICE ASSOCIATION</b>							
172794	06/01/2016	INV0006501	Bi-weekly payroll contributions	101-213330	Fridley Police Association		86.00
<b>Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:</b>							<b>86.00</b>
<b>Vendor: 10750 - FRIDLEY, CITY OF</b>							
172743	05/26/2016	INV0006404	PETTY CASH-TRAINING MEALS	101-1310-632120	Accounting/Conferences & Sc...		7.00
172743	05/26/2016	INV0006404	PETTY CASH-PARKING	101-132200	Due from HRA		7.00
172743	05/26/2016	INV0006404	PETTY CASH-SUPPLIES	101-2110-621130	Police/Operating Supplies		13.99
172743	05/26/2016	INV0006404	PETTY CASH-PARKING	101-2110-632110	Police/Transportation		6.00
172743	05/26/2016	INV0006404	PETTY CASH-TRAINING MEALS	101-2110-632120	Police/Conferences & School		8.93
172743	05/26/2016	INV0006404	PETTY CASH-PARKING	101-5112-632110	Planning/Transportation		4.00
172743	05/26/2016	INV0006404	PETTY CASH-PARKING	101-5112-632110	Planning/Transportation		10.00
172743	05/26/2016	INV0006404	PETTY CASH-MILEAGE	101-5112-632110	Planning/Transportation		8.05
<b>Vendor 10750 - FRIDLEY, CITY OF Total:</b>							<b>64.97</b>
<b>Vendor: 10751 - FRIENDLY CHEVROLET, INC</b>							
172898	06/09/2016	INV0006648	PARTS, SUBLET REPAIRS	101-141040	Inventory - Misc. Parts		2,595.76
172898	06/09/2016	INV0006648	SUBLET REPAIRS #381	101-2110-635100	Police/Services Contracted, N...		1,484.04
<b>Vendor 10751 - FRIENDLY CHEVROLET, INC Total:</b>							<b>4,079.80</b>
<b>Vendor: 10765 - G2 BUILDING SOLUTIONS</b>							
172899	06/09/2016	13865	REMOVE OLD LOCK SYSTEM INSTALL NEW	101-2510-635100	Fire/Services Contracted, Non...		475.00
<b>Vendor 10765 - G2 BUILDING SOLUTIONS Total:</b>							<b>475.00</b>
<b>Vendor: 10773 - GARY L FISCHLER &amp; ASSOCIATES, PA</b>							
172820	06/02/2016	7522	PRE-EMPLOYMENT PSYCH DESJARDINS	101-2110-631100	Police/Professional Services		545.00
<b>Vendor 10773 - GARY L FISCHLER &amp; ASSOCIATES, PA Total:</b>							<b>545.00</b>
<b>Vendor: 10782 - GENUINE PARTS CO/NAPA</b>							
172900	06/09/2016	INV0006650	BATTERIES	101-141030	Inventory - Batteries/Tires		1,985.31
172900	06/09/2016	INV0006650	PARTS	101-141040	Inventory - Misc. Parts		986.66
172900	06/09/2016	INV0006650	SAFETY GLOVES	101-3172-621110	Parks/Clothing/Laundry Allow...		96.60
172900	06/09/2016	INV0006650	PARTS	101-3172-621140	Parks/Supplies for Repair & Ma..		27.85
172900	06/09/2016	INV0006650	SHOP SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		150.95
172900	06/09/2016	INV0006650	TOOLS	101-3176-621150	Garage/Tools & Minor Equipm...		416.04
<b>Vendor 10782 - GENUINE PARTS CO/NAPA Total:</b>							<b>3,663.41</b>
<b>Vendor: 10786 - GERTENS GREENHOUSE, INC</b>							
172821	06/02/2016	393019,393037	FLOWERS FOR PARKS	101-3172-621140	Parks/Supplies for Repair & Ma..		726.85
<b>Vendor 10786 - GERTENS GREENHOUSE, INC Total:</b>							<b>726.85</b>
<b>Vendor: 10788 - GILBARCO VEEDER-ROOT, INC</b>							
172822	06/02/2016	5648133	SOFTWARE UPGRADES GASBOY SYS	101-3176-621140	Garage/Supplies for Repair & ...		153.00
<b>Vendor 10788 - GILBARCO VEEDER-ROOT, INC Total:</b>							<b>153.00</b>

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<b>Vendor: 10811 - GOPHER STATE ONE-CALL INC</b>							
172901	06/09/2016	6050376	MAY CALLS	601-6210-635100	Water Ops/Services Contracte...		207.90
172901	06/09/2016	6050376	MAY CALLS	602-6210-635100	Sewer Ops/Services Contracte...		209.25
<b>Vendor 10811 - GOPHER STATE ONE-CALL INC Total:</b>							<b>417.15</b>
<b>Vendor: 10817 - GRAFIK DISTINCTION, INC</b>							
172823	06/02/2016	20397	DESIGN/LAYOUT NEWSLETTER	101-1210-631100	Gen Mgmt/Professional Servic...		1,400.00
<b>Vendor 10817 - GRAFIK DISTINCTION, INC Total:</b>							<b>1,400.00</b>
<b>Vendor: 10819 - GRAINGER</b>							
172744	05/26/2016	9112407359	HARD HATS	101-3174-621110	Streets/Clothing/Laundry Allo...		73.12
172824	06/02/2016	9098307821	SOLENOID VALVE LOCKE PRK	601-6210-621140	Water Ops/Supplies for Repair...		260.95
<b>Vendor 10819 - GRAINGER Total:</b>							<b>334.07</b>
<b>Vendor: 10839 - GREEN LIGHTS RECYCLING, INC</b>							
172745	05/26/2016	163468A	SPRING DROP OFF BULB COLLECTION	237-5118-635100	Recycling/Services Contracted,...		1,045.95
<b>Vendor 10839 - GREEN LIGHTS RECYCLING, INC Total:</b>							<b>1,045.95</b>
<b>Vendor: 12717 - GREEN VALLEY BUFFET</b>							
172788	05/26/2016	INV0006457	TEMPORARY SIGN PERMIT REFUND	101-221100	Deposits		200.00
<b>Vendor 12717 - GREEN VALLEY BUFFET Total:</b>							<b>200.00</b>
<b>Vendor: 10894 - HAWKINS INC</b>							
172746	05/26/2016	3879992	CHLORINE COMMON TREATMENT PLANT	601-6210-621140	Water Ops/Supplies for Repair...		1,017.65
<b>Vendor 10894 - HAWKINS INC Total:</b>							<b>1,017.65</b>
<b>Vendor: 10904 - HEIGHTS BAKERY</b>							
172902	06/09/2016	153	CASINO SR TREATS	851-232400	Sr-Advisory//Due to other Age...		26.25
<b>Vendor 10904 - HEIGHTS BAKERY Total:</b>							<b>26.25</b>
<b>Vendor: 10918 - HIATT, WENDY</b>							
172825	06/02/2016	INV0006583	REIMB MILEAGE	101-3176-632110	Garage/Transportation		33.82
<b>Vendor 10918 - HIATT, WENDY Total:</b>							<b>33.82</b>
<b>Vendor: 11153 - HIRERIGHT, LLC</b>							
172911	06/09/2016	H0077412	BACKGROUND CHECK - DESJARDINS	101-2110-635100	Police/Services Contracted, N...		14.70
<b>Vendor 11153 - HIRERIGHT, LLC Total:</b>							<b>14.70</b>
<b>Vendor: 10924 - HIRSHFIELD'S PAINT MFG</b>							
172826	06/02/2016	111826	ATHLETIC FIELD PAINT	101-3172-621140	Parks/Supplies for Repair & Ma..		337.50
<b>Vendor 10924 - HIRSHFIELD'S PAINT MFG Total:</b>							<b>337.50</b>
<b>Vendor: 10927 - HOFFMAN BROS. SOD, INC</b>							
172747	05/26/2016	16011	HARDWOOD MULCH-DNR TREE PROJ	101-3172-621140	Parks/Supplies for Repair & Ma..		305.00
172827	06/02/2016	15967	SOD FOR WATER BREAK	601-6210-621140	Water Ops/Supplies for Repair...		10.20
<b>Vendor 10927 - HOFFMAN BROS. SOD, INC Total:</b>							<b>315.20</b>

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<b>Vendor: 10931 - HOHENSTEINS INC</b>							
172903	06/09/2016	INV0006701	MAY-BEER	609-144030	Beer #1 (Cub Location)		6,600.85
172903	06/09/2016	INV0006701	MAY-BEER	609-145030	Beer #2 (Highway 65)		2,404.10
<b>Vendor 10931 - HOHENSTEINS INC Total:</b>							<b>9,004.95</b>
<b>Vendor: 10937 - HOME DEPOT/GECF</b>							
172828	06/02/2016	INV0006587	BATTERIES	101-2510-621130	Fire/Operating Supplies		164.63
<b>Vendor 10937 - HOME DEPOT/GECF Total:</b>							<b>164.63</b>
<b>Vendor: 10951 - HYDRO-KLEAN, LLC</b>							
172829	06/02/2016	54917	GROUT LEAKY JOINTS SANITARY SEWER	602-6210-635100	Sewer Ops/Services Contracte...		2,172.50
<b>Vendor 10951 - HYDRO-KLEAN, LLC Total:</b>							<b>2,172.50</b>
<b>Vendor: 10975 - INDEED BREWING COMPANY,LLC</b>							
172904	06/09/2016	INV0006702	MAY-BEER	609-144030	Beer #1 (Cub Location)		833.60
<b>Vendor 10975 - INDEED BREWING COMPANY,LLC Total:</b>							<b>833.60</b>
<b>Vendor: 10978 - INDEPENDENT SCHOOL DIST #14</b>							
172748	05/26/2016	4491	FACILITY USAGE FEE	101-4100-633120	Rec/Communication (phones, ...		13.60
172748	05/26/2016	4491	FACILITY USAGE FEE	101-4100-635100	Rec/Services Contracted, Non-...		134.25
172748	05/26/2016	4491	FACILITY USAGE FEE	101-4100-638180	Rec/Pmts to Other Agencies		7,946.25
172748	05/26/2016	4491	FACILITY USAGE FEE	101-4109-633120	Rec Zone/Communication (ph...		24.00
172748	05/26/2016	4491	FACILITY USAGE FEE	101-4150-633120	Sr Center / Communication		45.00
<b>Vendor 10978 - INDEPENDENT SCHOOL DIST #14 Total:</b>							<b>8,163.10</b>
<b>Vendor: 10996 - INSTRUMENTAL RESEARCH, INC</b>							
172905	06/09/2016	10106	WATER TESTING	601-6210-635100	Water Ops/Services Contracte...		256.00
<b>Vendor 10996 - INSTRUMENTAL RESEARCH, INC Total:</b>							<b>256.00</b>
<b>Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES</b>							
DFT0000556	06/03/2016	INV0006522	BI-WEEKLY SOCIAL SECURITY WITHHOLDINGS	101-212120	FICA Payable		31,905.46
DFT0000557	06/03/2016	INV0006523	BI-WEEKLY MEDICARE WITHHOLDINGS	101-212130	Medicare Payable		11,669.28
DFT0000559	06/03/2016	INV0006525	BI-WEEKLY FEDERAL TAX WITHHOLDING	101-212100	Federal Tax Withheld		46,927.40
<b>Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:</b>							<b>90,502.14</b>
<b>Vendor: 11011 - INTL ASSOC OF FIRE FIGHTERS - IAFF</b>							
172795	06/01/2016	INV0006504	FF DUES - LOCAL #1986	101-213230	Union Dues - Fire		90.00
<b>Vendor 11011 - INTL ASSOC OF FIRE FIGHTERS - IAFF Total:</b>							<b>90.00</b>
<b>Vendor: 11028 - J.J. TAYLOR DIST. OF MINN, INC</b>							
172906	06/09/2016	INV0006703	MAY-BEER	609-144030	Beer #1 (Cub Location)		56,000.00
172906	06/09/2016	INV0006703	MAY-MISC	609-144040	Misc. #1 (Cub Location)		206.61
172906	06/09/2016	INV0006703	MAY-BEER	609-145030	Beer #2 (Highway 65)		12,900.00
172906	06/09/2016	INV0006703	MAY-MISC	609-145040	Misc. #2 (Highway 65)		67.30
<b>Vendor 11028 - J.J. TAYLOR DIST. OF MINN, INC Total:</b>							<b>69,173.91</b>

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<b>Vendor: 11056 - JOBSINMINNEAPOLIS.COM</b>							
172749	05/26/2016	167005	60 DAY JOB POSTINGS	101-1212-633100	HR/Advertising		840.00
<b>Vendor 11056 - JOBSINMINNEAPOLIS.COM Total:</b>							<b>840.00</b>
<b>Vendor: 11064 - JOHNSON BROTHERS LIQUOR</b>							
172907	06/09/2016	INV0006704	MAY-LIQUOR	609-144010	Liquor #1 (Cub Location)		31,867.31
172907	06/09/2016	INV0006704	MAY-WINE	609-144020	Wine #1 (Cub Location)		23,849.78
172907	06/09/2016	INV0006704	MAY-LIQUOR	609-145010	Liquor #2 (Highway 65)		7,231.12
172907	06/09/2016	INV0006704	MAY-WINE	609-145020	Wine #2 (Highway 65)		4,404.16
172907	06/09/2016	INV0006704	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		1,022.65
172907	06/09/2016	INV0006704	MAY-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		225.94
<b>Vendor 11064 - JOHNSON BROTHERS LIQUOR Total:</b>							<b>68,600.96</b>
<b>Vendor: 12718 - JOHNSON, MATTHEW</b>							
172789	05/26/2016	INV0006458	REIMB SAFETY BOOTS	101-3172-621110	Parks/Clothing/Laundry Allow...		35.00
<b>Vendor 12718 - JOHNSON, MATTHEW Total:</b>							<b>35.00</b>
<b>Vendor: 11077 - JOHNSON, RICK - DEER &amp; BEAVER,INC</b>							
172908	06/09/2016	INV0006619	DEAD DEER REMOVAL - MAY 2016	101-2110-635100	Police/Services Contracted, N...		90.00
<b>Vendor 11077 - JOHNSON, RICK - DEER &amp; BEAVER,INC Total:</b>							<b>90.00</b>
<b>Vendor: 11099 - KATH FUEL OIL SERVICE</b>							
172909	06/09/2016	555427	BULK OIL, HYD OIL	101-141020	Inventory - Motor Oil/Grease		1,601.60
<b>Vendor 11099 - KATH FUEL OIL SERVICE Total:</b>							<b>1,601.60</b>
<b>Vendor: 11111 - KEYS WELL DRILLING COMPANY</b>							
172830	06/02/2016	INV0006588	2016 WELL REH PROGRAM	601-6310-635100	Water CIP/Srvc Contracted, N...		33,772.50
<b>Vendor 11111 - KEYS WELL DRILLING COMPANY Total:</b>							<b>33,772.50</b>
<b>Vendor: 12725 - KNOWLES, BEN</b>							
172962	06/09/2016	INV0006684	REIMB GEAR GRID SUPPLIES	101-2510-621140	Fire/Supplies for Repair & Mai...		24.91
<b>Vendor 12725 - KNOWLES, BEN Total:</b>							<b>24.91</b>
<b>Vendor: 11146 - KOOPMEINERS, BRUCE L.</b>							
172910	06/09/2016	INV0006655	REIMB SYSTEM OPERATOR RENEWALS	601-6210-632100	Water Ops/Dues & Subscriptio...		23.00
172910	06/09/2016	INV0006655	REIMB SYSTEM OPERATOR RENEWALS	602-6210-632100	Sewer Ops/Dues & Subscriptio...		23.00
<b>Vendor 11146 - KOOPMEINERS, BRUCE L. Total:</b>							<b>46.00</b>
<b>Vendor: 11198 - LAW ENFORCEMENT LABOR SERVICES</b>							
172796	06/01/2016	INV0006513	Police Union 119 - biweekly deductions	101-213210	Union Dues - Police		1,372.00
172796	06/01/2016	INV0006517	Sgt Union 310 - biweekly deductions	101-213210	Union Dues - Police		294.00
<b>Vendor 11198 - LAW ENFORCEMENT LABOR SERVICES Total:</b>							<b>1,666.00</b>

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<b>Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST</b>							
172912	06/09/2016	32260	3RD QRT WORKER'S COMP	101-213190	Worker's Comp. Liability		73,971.25
<b>Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:</b>							<b>73,971.25</b>
<b>Vendor: 12676 - LEPAGE &amp; SONS</b>							
172858	06/02/2016	241801, 2	GARBAGE PICKUP	101-3172-635100	Parks/Services Contracted, No...		187.93
172858	06/02/2016	241801, 2	GARBAGE PICKUP	101-3176-635100	Garage/Services Contracted, ...		816.63
172958	06/09/2016	245689-693	REFUSE HAULING	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		123.82
172958	06/09/2016	245689-693	REFUSE HAULING	101-3172-635100	Parks/Services Contracted, No...		219.70
172958	06/09/2016	245689-693	REFUSE HAULING	101-3172-635100	Parks/Services Contracted, No...		187.93
172958	06/09/2016	245689-693	REFUSE HAULING	101-3176-635100	Garage/Services Contracted, ...		915.22
172958	06/09/2016	245689-693	REFUSE HAULING	270-4190-635100	SNC/Srvc Contracted Non-prof...		123.82
<b>Vendor 12676 - LEPAGE &amp; SONS Total:</b>							<b>2,575.05</b>
<b>Vendor: 11238 - LOFFLER COMPANIES-131511</b>							
172750	05/26/2016	2234555	PRINTER USAGE/OVERAGE	101-1314-635100	IT/Srvc Contracted, Non-profe...		984.47
172913	06/09/2016	2247348,2248404	TONER, USAGE, OVERAGE	101-1314-621130	IT/Operating Supplies		17.88
172913	06/09/2016	2247348,2248404	TONER, USAGE, OVERAGE	101-1314-635100	IT/Srvc Contracted, Non-profe...		176.78
<b>Vendor 11238 - LOFFLER COMPANIES-131511 Total:</b>							<b>1,179.13</b>
<b>Vendor: 11267 - M.E.I. - MN TOTAL ELEVATOR INC</b>							
172914	06/09/2016	664777	JUNE MAINT SERVICE	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		147.86
<b>Vendor 11267 - M.E.I. - MN TOTAL ELEVATOR INC Total:</b>							<b>147.86</b>
<b>Vendor: 11289 - MAGHRAK, PATRICK</b>							
172831	06/02/2016	INV0006589	REIMB LOGO WEAR	101-1312-621110	Assessing/Clothing/Laundry Al...		83.94
<b>Vendor 11289 - MAGHRAK, PATRICK Total:</b>							<b>83.94</b>
<b>Vendor: 11292 - MAHER, MICHAEL</b>							
172751	05/26/2016	INV0006410	REIMB MILEAGE	270-4190-632110	SNC/Transportation		384.68
<b>Vendor 11292 - MAHER, MICHAEL Total:</b>							<b>384.68</b>
<b>Vendor: 11298 - MANSFIELD OIL COMPANY</b>							
172832	06/02/2016	442652	FUEL	101-141010	Inventory - Gasoline		4,751.68
<b>Vendor 11298 - MANSFIELD OIL COMPANY Total:</b>							<b>4,751.68</b>
<b>Vendor: 11346 - MENARDS - FRIDLEY</b>							
172752	05/26/2016	31129	FAUCETS, MISC SUPPLIES	101-3172-621140	Parks/Supplies for Repair & Ma..		134.87
172752	05/26/2016	31131,31047	WHEELBARROWS, IRRIGATION /MISC SUPPLIES DNR GRANT	101-3172-621140	Parks/Supplies for Repair & Ma..		237.05
172752	05/26/2016	31152,31053	MISC PAINT SUPPLIES, BROOMS, MOPS	601-6210-621140	Water Ops/Supplies for Repair...		54.88
172752	05/26/2016	31152,31053	MISC PAINT SUPPLIES, BROOMS, MOPS	601-6210-621140	Water Ops/Supplies for Repair...		40.53
172833	06/02/2016	31052	PLYWOOD	101-141040	Inventory - Misc. Parts		28.98
172833	06/02/2016	31248,49,31885	SHOP SUPPLIES	101-3172-621140	Parks/Supplies for Repair & Ma..		-8.98
172833	06/02/2016	31248,49,31885	SHOP SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		45.94
172833	06/02/2016	31248,49,31885	SHOP SUPPLIES	101-3176-621150	Garage/Tools & Minor Equipm...		161.38

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172833	06/02/2016	32177	MEMORIAL GARDEN FOUNTAIN	101-3172-621140	Parks/Supplies for Repair & Ma..		139.00
172833	06/02/2016	32177	POST SUPPORTS	101-4100-621140	Rec/Supplies for Repair & Mai...		19.98
172915	06/09/2016	32884	LED WALL LIGHTS, BULBS	101-3172-621140	Parks/Supplies for Repair & Ma..		175.88
<b>Vendor 11346 - MENARDS - FRIDLEY Total:</b>							<b>1,029.51</b>
<b>Vendor: 11369 - METROPOLITAN COUNCIL(SAC CHARGES)</b>							
172834	06/02/2016	INV0006594	MAY SAC CHARGES	602-232310	Due to-Govts/Sewer (SAC)		14,760.90
<b>Vendor 11369 - METROPOLITAN COUNCIL(SAC CHARGES) Total:</b>							<b>14,760.90</b>
<b>Vendor: 11368 - METROPOLITAN COUNCIL</b>							
172916	06/09/2016	1054063,64,65	DISCHARGE PERMIT FEES WTP	601-6210-632100	Water Ops/Dues & Subscriptio...		1,275.00
<b>Vendor 11368 - METROPOLITAN COUNCIL Total:</b>							<b>1,275.00</b>
<b>Vendor: 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A.</b>							
172835	06/02/2016	36150-52,30382	REGISTRATIONS	101-2110-632120	Police/Conferences & School		460.00
172917	06/09/2016	35488-041916DMT	DMT CERTIFICATION-SMITH	101-2110-632120	Police/Conferences & School		285.00
<b>Vendor 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A. Total:</b>							<b>745.00</b>
<b>Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER</b>							
172797	06/01/2016	INV0006495	Bi-weekly payroll deduction	101-213300	Child Support Withheld		876.32
<b>Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:</b>							<b>876.32</b>
<b>Vendor: 11436 - MINN DEPT OF HEALTH</b>							
172753	05/26/2016	INV0006414	2ND QRT WATER SUPPLY SERV CONNECTION	601-202100	State Water Fee Payable		13,022.00
<b>Vendor 11436 - MINN DEPT OF HEALTH Total:</b>							<b>13,022.00</b>
<b>Vendor: 11437 - MINN DEPT OF LABOR &amp; INDUSTRY</b>							
172790	05/26/2016	399441,8931,4251,4281	BOILER LICENSE FEES	101-3110-632100	Mun Ctr/Dues & Subscription, ...		30.00
172790	05/26/2016	399441,8931,4251,4281	BOILER LICENSE FEES	101-3176-632100	Garage/Dues & Subscription , ...		30.00
172790	05/26/2016	399441,8931,4251,4281	BOILER LICENSE FEES	601-6210-632100	Water Ops/Dues & Subscriptio...		10.00
172790	05/26/2016	399441,8931,4251,4281	BOILER LICENSE FEES	601-6210-632100	Water Ops/Dues & Subscriptio...		30.00
172836	06/02/2016	24910003055	MAY SURCHARGE 24910003055	101-203130	Surtax		1,449.22
<b>Vendor 11437 - MINN DEPT OF LABOR &amp; INDUSTRY Total:</b>							<b>1,549.22</b>
<b>Vendor: 11447 - MINN EQUIPMENT-SCHARBER &amp; SONS</b>							
172754	05/26/2016	P05550	LAMP, LITE PARTS	101-141040	Inventory - Misc. Parts		581.02
172918	06/09/2016	P07281	COMPLETE SEAT ASSY	101-141040	Inventory - Misc. Parts		1,038.07
<b>Vendor 11447 - MINN EQUIPMENT-SCHARBER &amp; SONS Total:</b>							<b>1,619.09</b>
<b>Vendor: 11450 - MINN FIRE SERVICE CERT BOARD</b>							
172919	06/09/2016	4126	FIRE APPARATUS OPER EXAM-5	101-2510-635100	Fire/Services Contracted, Non-...		625.00
<b>Vendor 11450 - MINN FIRE SERVICE CERT BOARD Total:</b>							<b>625.00</b>
<b>Vendor: 11454 - MINN HWY SAFETY/RESEARCH-MHSRC</b>							
172837	06/02/2016	629430-5123	DRIVING SCHL-KOTCHEN	101-2110-632120	Police/Conferences & School		396.00
<b>Vendor 11454 - MINN HWY SAFETY/RESEARCH-MHSRC Total:</b>							<b>396.00</b>

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<b>Vendor: 11464 - MINN POLLUTION CONTROL AGENCY-MPCA</b>							
172755	05/26/2016	10000007511	2016 PERMIT FEE LOCKE PRK WTP	601-6210-632100	Water Ops/Dues & Subscriptio...		1,230.00
<b>Vendor 11464 - MINN POLLUTION CONTROL AGENCY-MPCA Total:</b>							<b>1,230.00</b>
<b>Vendor: 11471 - MINN RECREATION &amp; PARK ASSOC - MRPA</b>							
172756	05/26/2016	8881	SOFTBALL REGISTRATIONS	101-4107-635100	Rec Sports/Services Contracted..		880.00
<b>Vendor 11471 - MINN RECREATION &amp; PARK ASSOC - MRPA Total:</b>							<b>880.00</b>
<b>Vendor: 11472 - MINN ROADWAYS, CO</b>							
172757	05/26/2016	73827	TACK OIL	101-3174-621140	Streets/Supplies for Repair & ...		222.00
<b>Vendor 11472 - MINN ROADWAYS, CO Total:</b>							<b>222.00</b>
<b>Vendor: 11474 - MINN SAFETY COUNCIL INC</b>							
172758	05/26/2016	43229	DEFENSIVE DRIVING PACKETS	101-4150-621130	Sr Center / Operating Supplies		578.00
<b>Vendor 11474 - MINN SAFETY COUNCIL INC Total:</b>							<b>578.00</b>
<b>Vendor: 11495 - MINNEAPOLIS FINANCE DEPT</b>							
172920	06/09/2016	400451000108 400413007007	APS PAWN TRANSACTIONS APRIL 2016	101-2111-635100	Police-Pawn/Services Contract...		2,950.20
172920	06/09/2016	400451000108 400413007007	APS PAWN TRANSACTIONS MARCH 2016	101-2111-635100	Police-Pawn/Services Contract...		2,733.30
<b>Vendor 11495 - MINNEAPOLIS FINANCE DEPT Total:</b>							<b>5,683.50</b>
<b>Vendor: 11497 - MINNEAPOLIS SAW INC</b>							
172759	05/26/2016	52846	REPAIR RESCUE SAW	101-2510-635100	Fire/Services Contracted, Non-...		125.72
172838	06/02/2016	53440	CHAIN FOR CHAINSAW	601-6210-621140	Water Ops/Supplies for Repair...		42.29
<b>Vendor 11497 - MINNEAPOLIS SAW INC Total:</b>							<b>168.01</b>
<b>Vendor: 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES</b>							
DFT0000558	06/03/2016	INV0006524	BI-WEEKLY STATE INCOME TAX WITHHOLDINGS	101-212110	State Tax Withheld		18,191.76
<b>Vendor 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES Total:</b>							<b>18,191.76</b>
<b>Vendor: 11501 - MINNESOTA METRO NORTH TOURISM</b>							
172760	05/26/2016	INV0006418	HOTEL/MOTEL TAX	806-203120	Hotel/Motel Tax		4,023.25
<b>Vendor 11501 - MINNESOTA METRO NORTH TOURISM Total:</b>							<b>4,023.25</b>
<b>Vendor: 12719 - MINNESOTA MOLE</b>							
172859	06/02/2016	11747	GOPHER & MOLE TRAPPING	101-3172-635100	Parks/Services Contracted, No...		725.00
<b>Vendor 12719 - MINNESOTA MOLE Total:</b>							<b>725.00</b>
<b>Vendor: 12573 - MN.IT SERVICES</b>							
172780	05/26/2016	W16040709	LANGUAGE LINE SERVICE	101-1410-633120	Non-dept/Communication		20.10
<b>Vendor 12573 - MN.IT SERVICES Total:</b>							<b>20.10</b>
<b>Vendor: 11529 - MOSS &amp; BARNETT, PA</b>							
172761	05/26/2016	646810	LEGAL SERV FRANCHISE NEGOTIATIONS	225-1219-631100	Cable TV/Professional Services		6,060.36
<b>Vendor 11529 - MOSS &amp; BARNETT, PA Total:</b>							<b>6,060.36</b>

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<b>Vendor: 11535 - MULTICARE ASSOCIATES</b>							
172839	06/02/2016	INV0006599	NEW EMPLOYEE DRUG SCREEN	101-1310-631100	Accounting/Professional Servi...		45.00
172839	06/02/2016	INV0006599	NEW EMPLOYEE DRUG SCREEN	101-5110-631100	Bldg Inspect/Professional Servi...		45.00
<b>Vendor 11535 - MULTICARE ASSOCIATES Total:</b>							<b>90.00</b>
<b>Vendor: 11546 - N.C.P.E.R.S. MINNESOTA-478000</b>							
172798	06/01/2016	INV0006511	Bi-weekly payroll deductions	101-213180	PERA Life Insurance		800.00
<b>Vendor 11546 - N.C.P.E.R.S. MINNESOTA-478000 Total:</b>							<b>800.00</b>
<b>Vendor: 11570 - NEEDHAM DISTRIBUTING CO,INC</b>							
172921	06/09/2016	INV0006705	MAY-BEER	609-144030	Beer #1 (Cub Location)		139.25
<b>Vendor 11570 - NEEDHAM DISTRIBUTING CO,INC Total:</b>							<b>139.25</b>
<b>Vendor: 11592 - NEWQUIST &amp; KIMBALL LAW OFFICES,PC</b>							
172840	06/02/2016	INV0006600	JUNE ATTY RETAINER	101-1214-631100	Legal/Professional Services		26,626.50
<b>Vendor 11592 - NEWQUIST &amp; KIMBALL LAW OFFICES,PC Total:</b>							<b>26,626.50</b>
<b>Vendor: 11619 - NORTHERN TECHNOLOGIES, INC</b>							
172841	06/02/2016	17559	VILLAGE GREEN INFILTRATION POND	603-6210-635100	Storm Ops/Services Contracted..		300.00
<b>Vendor 11619 - NORTHERN TECHNOLOGIES, INC Total:</b>							<b>300.00</b>
<b>Vendor: 11620 - NORTHERN TOOL &amp; EQUIP</b>							
172762	05/26/2016	4042042643	HAMMER BAR	101-3172-621150	Parks/Tools & Minor Equipme...		149.00
172842	06/02/2016	4042042880	BOARDWALK SUPPLIES	101-3172-621140	Parks/Supplies for Repair & Ma..		82.44
<b>Vendor 11620 - NORTHERN TOOL &amp; EQUIP Total:</b>							<b>231.44</b>
<b>Vendor: 11629 - NORTHWEST SAFETY CLEAN</b>							
172922	06/09/2016	1613995	INSPECT,CLEAN, REPAIRS-TURNOUT GEAR	101-2510-635100	Fire/Services Contracted, Non-...		145.86
<b>Vendor 11629 - NORTHWEST SAFETY CLEAN Total:</b>							<b>145.86</b>
<b>Vendor: 10488 - O.P.G-3, INC</b>							
172738	05/26/2016	1248	ANNUAL MAINT FEES	101-1314-635100	IT/Srvc Contracted, Non-profe...		11,274.00
<b>Vendor 10488 - O.P.G-3, INC Total:</b>							<b>11,274.00</b>
<b>Vendor: 11667 - ON SITE SANITATION</b>							
172923	06/09/2016	INV0006663	MAY PORTABLE RESTROOMS	101-3172-635110	Parks/Rentals		1,199.34
<b>Vendor 11667 - ON SITE SANITATION Total:</b>							<b>1,199.34</b>
<b>Vendor: 11671 - OPEN YOUR HEART</b>							
172799	06/01/2016	INV0006508	Bi-weekly payroll contribtions	101-213120	Charitable Contributions		10.00
<b>Vendor 11671 - OPEN YOUR HEART Total:</b>							<b>10.00</b>
<b>Vendor: 11685 - P.E.R.A. - PUBLIC EMPLOYEES</b>							
DFT0000553	06/03/2016	INV0006509	Bi-weekly deduction - Coordinated	101-213100	PERA		32,136.92
DFT0000554	06/03/2016	INV0006510	Bi-weekly payroll deduction - defined contrib	101-213100	PERA		164.46

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DFT0000555	06/03/2016	INV0006512	Bi-weekly payroll ded - Pol/Fire	101-213100	PERA		37,117.86
<b>Vendor 11685 - P.E.R.A. - PUBLIC EMPLOYEES Total:</b>							<b>69,419.24</b>
<b>Vendor: 11717 - PAUSTIS &amp; SONS</b>							
172924	06/09/2016	INV0006706	MAY-WINE	609-144020	Wine #1 (Cub Location)		873.82
172924	06/09/2016	INV0006706	MAY-WINE	609-145020	Wine #2 (Highway 65)		271.28
172924	06/09/2016	INV0006706	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		12.50
172924	06/09/2016	INV0006706	MAY-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		10.00
<b>Vendor 11717 - PAUSTIS &amp; SONS Total:</b>							<b>1,167.60</b>
<b>Vendor: 11728 - PEPSI COLA BOTTLING CO</b>							
172925	06/09/2016	INV0006707	MAY-MISC	609-144040	Misc. #1 (Cub Location)		451.50
<b>Vendor 11728 - PEPSI COLA BOTTLING CO Total:</b>							<b>451.50</b>
<b>Vendor: 11730 - PERFECT 10 CAR WASH EXPRESS</b>							
172843	06/02/2016	INV0006603	VEHICLE WASHES PW #7	101-3140-635100	Eng/Services Contracted, Non-...		5.00
172843	06/02/2016	INV0006603	VEHICLE WASHES PW #7	101-3174-635100	Streets/Srvcs Contracted, Non-...		6.02
172843	06/02/2016	INV0006603	VEHICLE WASHES PW #7	601-6210-635100	Water Ops/Services Contracte...		3.01
172843	06/02/2016	INV0006603	VEHICLE WASHES PW #7	602-6210-635100	Sewer Ops/Services Contracte...		3.01
172926	06/09/2016	INV0006664	CAR WASHES CITY HALL #6	101-1312-635100	Assessing/Services Contracted,...		3.01
172926	06/09/2016	INV0006664	CAR WASHES PUBLIC WORKS #7	101-3140-635100	Eng/Services Contracted, Non-...		3.01
172926	06/09/2016	INV0006664	CAR WASHES PUBLIC WORKS #7	101-3172-635100	Parks/Services Contracted, No...		3.01
172926	06/09/2016	INV0006664	CAR WASHES CITY HALL #6	101-5112-635100	Planning/Services Contracted,...		9.03
172926	06/09/2016	INV0006664	CAR WASHES CITY HALL#6	101-5114-635100	Rental Inspect/Srvc Contracted..		3.01
172926	06/09/2016	INV0006664	CAR WASHES PUBLIC WORKS #7	601-6210-635100	Water Ops/Services Contracte...		6.02
172926	06/09/2016	INV0006664	CAR WASHES PUBLIC WORKS #7	602-6210-635100	Sewer Ops/Services Contracte...		3.01
<b>Vendor 11730 - PERFECT 10 CAR WASH EXPRESS Total:</b>							<b>47.14</b>
<b>Vendor: 11747 - PHILLIPS WINE &amp; SPIRITS</b>							
172927	06/09/2016	INV0006708	MAY-LIQUOR	609-144010	Liquor #1 (Cub Location)		6,073.66
172927	06/09/2016	INV0006708	MAY-WINE	609-144020	Wine #1 (Cub Location)		4,239.47
172927	06/09/2016	INV0006708	MAY-LIQUOR	609-145010	Liquor #2 (Highway 65)		1,792.20
172927	06/09/2016	INV0006708	MAY-WINE	609-145020	Wine #2 (Highway 65)		555.60
172927	06/09/2016	INV0006708	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		162.72
172927	06/09/2016	INV0006708	MAY-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		42.32
<b>Vendor 11747 - PHILLIPS WINE &amp; SPIRITS Total:</b>							<b>12,865.97</b>
<b>Vendor: 11759 - PLAISTED COMPANIES, INC</b>							
172928	06/09/2016	1380	GRAVEL FOR TREE BED DNR GRANT	101-3172-621140	Parks/Supplies for Repair & Ma..		338.66
<b>Vendor 11759 - PLAISTED COMPANIES, INC Total:</b>							<b>338.66</b>

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<b>Vendor: 11783 - PREFERRED ONE INSURANCE COMPANY</b>							
DFT0000550	06/03/2016	INV0006505	MONTHLY PREMIUM	101-213140	Health Insurance		41,893.26
<b>Vendor 11783 - PREFERRED ONE INSURANCE COMPANY Total:</b>							<b>41,893.26</b>
<b>Vendor: 11785 - PREMIUM WATERS, INC</b>							
172929	06/09/2016	6283090516	QUARTERLY SERVICE	101-2510-635100	Fire/Services Contracted, Non-...		68.85
<b>Vendor 11785 - PREMIUM WATERS, INC Total:</b>							<b>68.85</b>
<b>Vendor: 11795 - PRINT CENTRAL</b>							
172844	06/02/2016	116516	MAGNETIC NAME SIGNS	101-2110-633110	Police/Printing & Binding		45.00
172930	06/09/2016	602,732,651,239	TABLETS	101-1212-621130	HR/Operating Supplies		242.07
172930	06/09/2016	602,732,651,239	BUSINESS CARDS	101-5110-633110	Bldg Inspect/Printing & Binding		96.55
172930	06/09/2016	602,732,651,239	NAME PLATES-PLANNING COMM	101-5112-621130	Planning/Operating Supplies		57.07
172930	06/09/2016	602,732,651,239	RECYCLING POSTERS	237-5118-633110	Recycling/Printing & Binding		231.34
<b>Vendor 11795 - PRINT CENTRAL Total:</b>							<b>672.03</b>
<b>Vendor: 12601 - PRO TECH RESTORATION</b>							
172782	05/26/2016	INV0006451	BUILDING PERMIT REFUND	101-5110-435100	Bldg Inspect/Building Permits		156.20
<b>Vendor 12601 - PRO TECH RESTORATION Total:</b>							<b>156.20</b>
<b>Vendor: 11819 - Q.P. MARKETING</b>							
172845	06/02/2016	5643	SAFETY VESTS,SWEATSHIRTS	101-3140-621110	Eng/Clothing/Laundry Allowan...		97.50
<b>Vendor 11819 - Q.P. MARKETING Total:</b>							<b>97.50</b>
<b>Vendor: 11823 - QUALITY REFRIGERATION SERVICE</b>							
172931	06/09/2016	INV0006711	COOLER CONTAINER REPL,VAC SERVICE	609-6910-635100	Liq Store1-Cub/Srvcs Contract...		275.66
172931	06/09/2016	INV0006711	COOLER CONTAINER REPL,VAC SERVICE	609-6920-635100	Liq Store 2-65/Srvc Contracted,...		289.24
<b>Vendor 11823 - QUALITY REFRIGERATION SERVICE Total:</b>							<b>564.90</b>
<b>Vendor: 11835 - R.J.M. DISTRIBUTING, INC</b>							
172932	06/09/2016	INV0006709	MAY-BEER	609-144030	Beer #1 (Cub Location)		219.80
<b>Vendor 11835 - R.J.M. DISTRIBUTING, INC Total:</b>							<b>219.80</b>
<b>Vendor: 11840 - R.T.U.I.:REGISTER TAPE UNLIMITED,INC</b>							
172933	06/09/2016	INV0006710	ADVERTISING	609-6920-633100	Liq Store 2-65/Advertising		1,150.00
<b>Vendor 11840 - R.T.U.I.:REGISTER TAPE UNLIMITED,INC Total:</b>							<b>1,150.00</b>
<b>Vendor: 11907 - ROCK SOLID LANDSCAPE &amp; IRRIGATION</b>							
172934	06/09/2016	8000,01,2,4,5,6,9	LAWN ABATEMENT	101-5112-635100	Planning/Services Contracted,...		647.50
<b>Vendor 11907 - ROCK SOLID LANDSCAPE &amp; IRRIGATION Total:</b>							<b>647.50</b>
<b>Vendor: 11911 - ROGNESS, TARA</b>							
172763	05/26/2016	INV0006420	REIMB MILEAGE	270-4190-632110	SNC/Transportation		111.55
172846	06/02/2016	INV0006605	REIMB PLANTS-TEACHING	270-4190-621130	SNC/Operating Supplies		28.54
<b>Vendor 11911 - ROGNESS, TARA Total:</b>							<b>140.09</b>

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<b>Vendor: 11918 - ROSEVILLE, CITY OF</b>							
172764	05/26/2016	221508	IT JOINT INTERNET CONNECTION	101-1314-633120	IT/Comm (phones, postage, et...		550.00
<b>Vendor 11918 - ROSEVILLE, CITY OF Total:</b>							<b>550.00</b>
<b>Vendor: 11924 - RUFFRIDGE JOHNSON EQUIP CO INC</b>							
172765	05/26/2016	IA03785	THROTTLE	101-141040	Inventory - Misc. Parts		111.60
<b>Vendor 11924 - RUFFRIDGE JOHNSON EQUIP CO INC Total:</b>							<b>111.60</b>
<b>Vendor: 11936 - S.H.I. INTERNATIONAL CORP</b>							
172766	05/26/2016	804979152	MICROSOFT SHAREPOINT SERVER	409-1314-621130	IT/Operating Supplies		9,680.00
172935	06/09/2016	804995974	SHAREPOINT SERVER	409-1314-621130	IT/Operating Supplies		6,050.00
<b>Vendor 11936 - S.H.I. INTERNATIONAL CORP Total:</b>							<b>15,730.00</b>
<b>Vendor: 11952 - SAM'S CLUB</b>							
172847	06/02/2016	INV0006606	ZONE SUPPLIES	101-4109-621130	Rec Zone/Operating Supplies		969.04
172847	06/02/2016	INV0006606	SUPPLIES	270-4190-621130	SNC/Operating Supplies		24.60
172847	06/02/2016	INV0006606	SUPPLIES	851-232400	Sr-Advisory//Due to other Age...		26.42
<b>Vendor 11952 - SAM'S CLUB Total:</b>							<b>1,020.06</b>
<b>Vendor: 11966 - SCHIFSKY &amp; SONS INC</b>							
172767	05/26/2016	59725	A/C SAND MIX	101-3174-621140	Streets/Supplies for Repair & ...		718.17
172767	05/26/2016	59769	AC SAND MIX	101-3174-621140	Streets/Supplies for Repair & ...		886.55
172936	06/09/2016	59862,59820	ASPHALT/SAND MIX	101-3174-621140	Streets/Supplies for Repair & ...		362.36
172936	06/09/2016	59862,59820	ASPHALT/SAND MIX	101-3174-621140	Streets/Supplies for Repair & ...		1,071.60
<b>Vendor 11966 - SCHIFSKY &amp; SONS INC Total:</b>							<b>3,038.68</b>
<b>Vendor: 11969 - SCHMIT TOWING, INC</b>							
172848	06/02/2016	INV0006470	EVIDENCE, DUI & NARCOTICS TOWS APRIL 2016	101-2110-635100	Police/Services Contracted, N...		120.00
172848	06/02/2016	INV0006470	EVIDENCE, DUI & NARCOTICS TOWS APRIL 2016	240-2170-635100	StateForf-Vice/Drugs-Services ...		180.00
172848	06/02/2016	INV0006470	EVIDENCE, DUI & NARCOTICS TOWS APRIL 2016	240-2172-635100	StateForf-DWI-Services Contra...		180.00
<b>Vendor 11969 - SCHMIT TOWING, INC Total:</b>							<b>480.00</b>
<b>Vendor: 11973 - SCIENCE MUSEUM OF MINNESOTA</b>							
172937	06/09/2016	G82705	SHAREPOINT TRAINING	101-1314-632120	IT/Conferences & School		2,900.00
<b>Vendor 11973 - SCIENCE MUSEUM OF MINNESOTA Total:</b>							<b>2,900.00</b>
<b>Vendor: 12612 - SEW GOOD SEWING CENTER</b>							
172783	05/26/2016	INV0006452	PROGRAM SUPPLIES	854-232400	Sr-Cheer//Due to other Agenci...		57.67
<b>Vendor 12612 - SEW GOOD SEWING CENTER Total:</b>							<b>57.67</b>
<b>Vendor: 12001 - SHERWIN-WILLIAMS</b>							
172849	06/02/2016	9530-9	PAINT FOR PUMPHOUSES	601-6210-621140	Water Ops/Supplies for Repair...		342.30
<b>Vendor 12001 - SHERWIN-WILLIAMS Total:</b>							<b>342.30</b>

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<b>Vendor: 12005 - SHORT ELLIOTT HENDRICKSON INC</b>								
172768	05/26/2016	315363	PROF SERV ANTENNA PROJ	405-3115-631100	Bldg CIP-MunCtr/Professional ...		654.45	
							<b>Vendor 12005 - SHORT ELLIOTT HENDRICKSON INC Total:</b>	<b>654.45</b>
<b>Vendor: 12457 - SHORTSTOP FRIDLEY</b>								
172779	05/26/2016	INV0006448	REFUND TEMP SIGN DEPOSIT	101-221100	Deposits		200.00	
							<b>Vendor 12457 - SHORTSTOP FRIDLEY Total:</b>	<b>200.00</b>
<b>Vendor: 12017 - SILENT KNIGHT SECURITY SYSTEMS</b>								
172850	06/02/2016	49639	MONTHLY SECURITY	270-4190-635100	SNC/Srvc Contracted Non-prof...		35.00	
							<b>Vendor 12017 - SILENT KNIGHT SECURITY SYSTEMS Total:</b>	<b>35.00</b>
<b>Vendor: 12045 - SOUTHERN WINE &amp; SPIRITS OF MN,LLC</b>								
172938	06/09/2016	INV0006716	MAY-LIQUOR	609-144010	Liquor #1 (Cub Location)		25,083.23	
172938	06/09/2016	INV0006716	MAY-WINE	609-144020	Wine #1 (Cub Location)		2,173.00	
172938	06/09/2016	INV0006716	MAY-LIQUOR	609-145010	Liquor #2 (Highway 65)		5,065.61	
172938	06/09/2016	INV0006716	MAY-WINE	609-145020	Wine #2 (Highway 65)		788.00	
172938	06/09/2016	INV0006716	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		394.78	
172938	06/09/2016	INV0006716	MAY-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		83.20	
							<b>Vendor 12045 - SOUTHERN WINE &amp; SPIRITS OF MN,LLC Total:</b>	<b>33,587.82</b>
<b>Vendor: 12722 - SPECIALIZED ARMAMENT</b>								
172960	06/09/2016	2016053103	ARMORER COURSE REGISTRATION	101-2110-632120	Police/Conferences & School		475.00	
							<b>Vendor 12722 - SPECIALIZED ARMAMENT Total:</b>	<b>475.00</b>
<b>Vendor: 12062 - SPRINGBROOK NATURE CENT FOUNDATION</b>								
206	06/01/2016	INV0006518	FRIDLEY EMPLOYEE PAYROLL DONATIONS	101-213120	Charitable Contributions		3.86	
							<b>Vendor 12062 - SPRINGBROOK NATURE CENT FOUNDATION Total:</b>	<b>3.86</b>
<b>Vendor: 12081 - STANDARD INSURANCE COMPANY</b>								
172939	06/09/2016	INV0006717	LIFE,LTD 643900	101-213170	Life Insurance Payable		40.75	
172939	06/09/2016	INV0006717	LIFE,LTD 643900	101-213170	Life Insurance Payable		2.76	
172939	06/09/2016	INV0006717	LIFE,LTD 643900	101-213170	Life Insurance Payable		2,931.75	
172939	06/09/2016	INV0006717	LIFE,LTD 643900	101-213200	Long Term Disability Withhold...		2,070.02	
172939	06/09/2016	INV0006717	LIFE,LTD 643900	101-213200	Long Term Disability Withhold...		20.70	
							<b>Vendor 12081 - STANDARD INSURANCE COMPANY Total:</b>	<b>5,065.98</b>
<b>Vendor: 12087 - STAR TRIBUNE</b>								
172769	05/26/2016	INV0006438	SUBSCRIPTION ACCT#10197607	101-1210-632100	Gen Mgmt/Dues & Subscriptio...		42.25	
							<b>Vendor 12087 - STAR TRIBUNE Total:</b>	<b>42.25</b>
<b>Vendor: 12094 - STEIGER, NICHOLAS</b>								
172851	06/02/2016	INV0006464	TRAINING MEAL REIMBURSEMENT - NICK STEIGER	101-2110-632120	Police/Conferences & School		33.44	
							<b>Vendor 12094 - STEIGER, NICHOLAS Total:</b>	<b>33.44</b>

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<b>Vendor: 12714 - STEVE MEYER CONSULTING, LLC</b>							
172786	05/26/2016	INV0006455	AFG REGIONAL GRANT APP SERVICES	101-2510-635100	Fire/Services Contracted, Non-...		100.00
<b>Vendor 12714 - STEVE MEYER CONSULTING, LLC Total:</b>							<b>100.00</b>
<b>Vendor: 12111 - STRAND, BRIAN</b>							
172940	06/09/2016	INV0006670	REIMB MILEAGE	225-1219-632110	Cable TV/Transportation		55.60
<b>Vendor 12111 - STRAND, BRIAN Total:</b>							<b>55.60</b>
<b>Vendor: 12116 - STROMBERG, STACY</b>							
172770	05/26/2016	INV0006439	REIMB MILEAGE-TRAINING	101-5112-632110	Planning/Transportation		29.90
<b>Vendor 12116 - STROMBERG, STACY Total:</b>							<b>29.90</b>
<b>Vendor: 12122 - SUBURBAN TIRE WHOLSALE, INC</b>							
172771	05/26/2016	10139204,39330	TIRES	101-141030	Inventory - Batteries/Tires		193.20
172771	05/26/2016	10139204,39330	TIRES	101-141030	Inventory - Batteries/Tires		1,336.00
172941	06/09/2016	10139432	TIRES	101-141030	Inventory - Batteries/Tires		1,884.02
<b>Vendor 12122 - SUBURBAN TIRE WHOLSALE, INC Total:</b>							<b>3,413.22</b>
<b>Vendor: 12134 - SUPPLY SOLUTIONS, LLC</b>							
172942	06/09/2016	9838	PAPER SUPPLIES	101-2110-621140	Police/Supplies for Repair & M...		154.99
172942	06/09/2016	9838	PAPER SUPPLIES	101-2510-621140	Fire/Supplies for Repair & Mai...		103.32
172942	06/09/2016	9838	PAPER SUPPLIES	101-3110-621140	Mun Ctr/Supplies for Repair &...		578.59
172942	06/09/2016	9838	PAPER SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		113.65
172942	06/09/2016	9838	PAPER SUPPLIES	270-4190-621140	SNC/Supplies for Repair & Mai...		61.99
172942	06/09/2016	9838	PAPER SUPPLIES	601-6210-621140	Water Ops/Supplies for Repair...		20.66
<b>Vendor 12134 - SUPPLY SOLUTIONS, LLC Total:</b>							<b>1,033.20</b>
<b>Vendor: 12713 - SWANSON, KIM</b>							
172785	05/26/2016	INV0006454	ELECTRICAL PERMIT REFUND	101-5110-435200	Bldg Inspect/Electrical Permits		56.00
<b>Vendor 12713 - SWANSON, KIM Total:</b>							<b>56.00</b>
<b>Vendor: 10420 - TARGETSOLUTIONS LEARNING,LLC</b>							
172886	06/09/2016	13233	MEMBERSHIP	101-2510-635100	Fire/Services Contracted, Non-...		3,045.60
<b>Vendor 10420 - TARGETSOLUTIONS LEARNING,LLC Total:</b>							<b>3,045.60</b>
<b>Vendor: 12167 - TESSMAN COMPANY</b>							
172852	06/02/2016	5234029	BALLFIELD CHALK	101-3172-621140	Parks/Supplies for Repair & Ma..		434.00
<b>Vendor 12167 - TESSMAN COMPANY Total:</b>							<b>434.00</b>
<b>Vendor: 12195 - TITAN MACHINERY</b>							
172772	05/26/2016	7687950	CYLINDER, SKID SHOES	101-141040	Inventory - Misc. Parts		651.48
<b>Vendor 12195 - TITAN MACHINERY Total:</b>							<b>651.48</b>
<b>Vendor: 12199 - TOLL GAS &amp; WELDING SUPPLY</b>							
172773	05/26/2016	10135317	WELDING SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		588.75
<b>Vendor 12199 - TOLL GAS &amp; WELDING SUPPLY Total:</b>							<b>588.75</b>

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<b>Vendor: 12211 - TOTAL ENTERTAINMENT PRODUCTIONS</b>							
172943	06/09/2016	2993	SAFETY CAMP DJ	101-4105-635100	Special Events/Services Contra...		250.00
<b>Vendor 12211 - TOTAL ENTERTAINMENT PRODUCTIONS Total:</b>							<b>250.00</b>
<b>Vendor: 12236 - TRI-LAND PROPERTIES-ZCOF TL FRIDLEY</b>							
172853	06/02/2016	INV0006611	LEASE PMT 3047-0001A-00000367	609-6910-635110	Liq Store1-Cub/Rentals		16,043.36
172944	06/09/2016	INV0006726	2015 CAM CHARGES 3047-0001A-00000367	609-6910-635110	Liq Store1-Cub/Rentals		3,860.44
<b>Vendor 12236 - TRI-LAND PROPERTIES-ZCOF TL FRIDLEY Total:</b>							<b>19,903.80</b>
<b>Vendor: 12243 - TRUGREEN-CHEMLAWN</b>							
172945	06/09/2016	47599445	WEED N FEED FACILITIES	101-2510-635100	Fire/Services Contracted, Non...		85.00
172945	06/09/2016	47599445	WEED N FEED FACILITIES	101-3172-635100	Parks/Services Contracted, No...		10,072.00
172945	06/09/2016	47599445	WEED N FEED FACILITIES	601-6210-635100	Water Ops/Services Contracte...		163.00
<b>Vendor 12243 - TRUGREEN-CHEMLAWN Total:</b>							<b>10,320.00</b>
<b>Vendor: 12712 - TWIN CITY EXTERIORS CO, INC</b>							
172784	05/26/2016	INV0006453	BUILDING PERMIT REFUND	101-5110-435100	Bldg Inspect/Building Permits		156.20
<b>Vendor 12712 - TWIN CITY EXTERIORS CO, INC Total:</b>							<b>156.20</b>
<b>Vendor: 12252 - TWIN CITY HARDWARE</b>							
172854	06/02/2016	796572	INSTALL NEW DOOR CLOSER	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		409.70
<b>Vendor 12252 - TWIN CITY HARDWARE Total:</b>							<b>409.70</b>
<b>Vendor: 12262 - U.S. BANK (P-CARDS)</b>							
DFT0000542	05/27/2016	INV0006476	SUPPLIES/COMM APP/DOLRTREE	101-1110-621130	Legislative/Operating Supplies		19.28
DFT0000542	05/27/2016	INV0006476	SUPPLIES/COMM APP/CUB FOODS	101-1110-621130	Legislative/Operating Supplies		21.43
DFT0000542	05/27/2016	INV0006476	WATER/WALGREENS	101-1110-621130	Legislative/Operating Supplies		7.98
DFT0000542	05/27/2016	INV0006476	Punch Supplies/Comm App/CUB FOODS	101-1110-621130	Legislative/Operating Supplies		41.02
DFT0000542	05/27/2016	INV0006476	WATER/WALGREENS	101-1110-621130	Legislative/Operating Supplies		7.98
DFT0000542	05/27/2016	INV0006476	WATER/WALGREENS	101-1110-621130	Legislative/Operating Supplies		7.98
DFT0000542	05/27/2016	INV0006476	SUPPLIES/COMM APP/JOANN ETC	101-1110-621130	Legislative/Operating Supplies		17.92
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1210-621120	Gen Mgmt/Office Supplies		20.54
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1210-621120	Gen Mgmt/Office Supplies		29.49
DFT0000542	05/27/2016	INV0006476	Books/AMAZON.COM	101-1210-621130	Gen Mgmt/Operating Supplies		41.46
DFT0000542	05/27/2016	INV0006476	Returned Book/AMAZON	101-1210-621130	Gen Mgmt/Operating Supplies		-12.74
DFT0000542	05/27/2016	INV0006476	Books/AMAZON.COM	101-1210-621130	Gen Mgmt/Operating Supplies		31.62
DFT0000542	05/27/2016	INV0006476	Coffee Supplies/TARGET	101-1210-621130	Gen Mgmt/Operating Supplies		19.40
DFT0000542	05/27/2016	INV0006476	MN Clerk's Institute/SCSU CONT ED	101-1210-632120	Gen Mgmt/Conferences & Sch...		110.00

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DFT0000542	05/27/2016	INV0006476	Tree Trimmer Win CIng/DLX*PS PRINT	101-1218-621130	City Clerk/Operating Supplies		56.06
DFT0000542	05/27/2016	INV0006476	Supplies N AFDirec/OFFICEMAX CT	101-1310-621120	Accounting/Office Supplies		58.36
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1310-621120	Accounting/Office Supplies		61.43
DFT0000542	05/27/2016	INV0006476	Supplies for New AFD/OFFICEMAX C	101-1310-621120	Accounting/Office Supplies		5.65
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1310-621120	Accounting/Office Supplies		35.76
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1310-621120	Accounting/Office Supplies		33.82
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-1312-621120	Assessing/Office Supplies		67.96
DFT0000542	05/27/2016	INV0006476	REGISTRATION/MN ASSOC OF ASSES	101-1312-632120	Assessing/Conferences & Scho...		175.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/MN ASSOC OF ASSES	101-1312-632120	Assessing/Conferences & Scho...		175.00
DFT0000542	05/27/2016	INV0006476	DNS service renew/DNSMADEEASY	101-1314-633120	IT/Comm (phones, postage, et...		74.90
DFT0000542	05/27/2016	INV0006476	SSL CERT SharePoint serv/DNH*GODADDY	101-1314-633120	IT/Comm (phones, postage, et...		125.98
DFT0000542	05/27/2016	INV0006476	MAINT LIQUOR FILES/LIQUIDFILES	101-1314-635100	IT/Srvc Contracted, Non-profe...		449.00
DFT0000542	05/27/2016	INV0006476	MAINT ON DAMEWARE/SOLARWINDS	101-1314-635100	IT/Srvc Contracted, Non-profe...		192.00
DFT0000542	05/27/2016	INV0006476	HRA Mtg./PARTY CITY	101-132200	Due from HRA		32.13
DFT0000542	05/27/2016	INV0006476	Food for HRA Mtg./RED'S SAVOY PIZZA	101-132200	Due from HRA		231.45
DFT0000542	05/27/2016	INV0006476	Food for HRA Mtg./CUB FOODS	101-132200	Due from HRA		17.69
DFT0000542	05/27/2016	INV0006476	FUEL/HOLIDAY	101-2110-621100	Police/Fuels & Lubes		29.80
DFT0000542	05/27/2016	INV0006476	FUEL/HOLIDAY	101-2110-621100	Police/Fuels & Lubes		31.19
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICEMAX C	101-2110-621120	Police/Office Supplies		100.65
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-2110-621120	Police/Office Supplies		130.58
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICEMAX C	101-2110-621120	Police/Office Supplies		38.34
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-2110-621120	Police/Office Supplies		26.31
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-2110-621120	Police/Office Supplies		56.28
DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICE DEPOT	101-2110-621120	Police/Office Supplies		7.99

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DFT0000542	05/27/2016	INV0006476	OFFICE SUPPLIES/OFFICEMAX C	101-2110-621120	Police/Office Supplies		86.45
DFT0000542	05/27/2016	INV0006476	SDOANE RECEPTION/CUB FOODS	101-2110-621130	Police/Operating Supplies		15.69
DFT0000542	05/27/2016	INV0006476	P CARD FEE/MN DVS	101-2110-621130	Police/Operating Supplies		1.63
DFT0000542	05/27/2016	INV0006476	SDOANE RECEPTION/CUB FOODS	101-2110-621130	Police/Operating Supplies		9.14
DFT0000542	05/27/2016	INV0006476	RESERVE EVENT/CUB FOODS	101-2110-621130	Police/Operating Supplies		58.74
DFT0000542	05/27/2016	INV0006476	SDOANE RECEPTION/CUB FOOD	101-2110-621130	Police/Operating Supplies		46.67
DFT0000542	05/27/2016	INV0006476	KEYS/MINUTEKEY	101-2110-621130	Police/Operating Supplies		6.43
DFT0000542	05/27/2016	INV0006476	EVIDENCE SUPPLIES/SIRCHIE FINGER PRINT	101-2110-621130	Police/Operating Supplies		283.45
DFT0000542	05/27/2016	INV0006476	SDOANE SHADOWBOX/SQ *J.B. PICTURE FR	101-2110-621130	Police/Operating Supplies		230.00
DFT0000542	05/27/2016	INV0006476	KEYS/MINUTEKEY	101-2110-621130	Police/Operating Supplies		6.43
DFT0000542	05/27/2016	INV0006476	KEYS/MINUTEKEY	101-2110-621130	Police/Operating Supplies		6.43
DFT0000542	05/27/2016	INV0006476	KEYS/MINUTEKEY	101-2110-621130	Police/Operating Supplies		6.43
DFT0000542	05/27/2016	INV0006476	senior safety seminar/CUB FOODS	101-2110-621130	Police/Operating Supplies		7.96
DFT0000542	05/27/2016	INV0006476	food/CUB FOODS	101-2110-621130	Police/Operating Supplies		14.43
DFT0000542	05/27/2016	INV0006476	C KNIGHT RECEPTION/CUB FOODS	101-2110-621130	Police/Operating Supplies		25.98
DFT0000542	05/27/2016	INV0006476	BEVERAGE DISPENSER/MENARDS	101-2110-621130	Police/Operating Supplies		9.02
DFT0000542	05/27/2016	INV0006476	SQUAD REGISTRATION/MN DVS	101-2110-621130	Police/Operating Supplies		66.50
DFT0000542	05/27/2016	INV0006476	C KNIGHT SHADOWBOX/*J.B. PICTURE FR	101-2110-621130	Police/Operating Supplies		186.00
DFT0000542	05/27/2016	INV0006476	SPRAY PAINT/ HOME DEPOT	101-2110-621130	Police/Operating Supplies		17.95
DFT0000542	05/27/2016	INV0006476	annual BC mtg supplies/CUB FOODS	101-2110-621130	Police/Operating Supplies		48.61
DFT0000542	05/27/2016	INV0006476	SIGNS FOR PET CLINIC/FASTSIGNS	101-2110-621130	Police/Operating Supplies		165.79
DFT0000542	05/27/2016	INV0006476	CLEANING SUPPLIES/ HOME DEPOT	101-2110-621130	Police/Operating Supplies		27.82
DFT0000542	05/27/2016	INV0006476	DISTILLED WATER/WALGREENS	101-2110-621130	Police/Operating Supplies		1.29
DFT0000542	05/27/2016	INV0006476	Police Officr Retirement/CUB FOODS	101-2110-621130	Police/Operating Supplies		105.95
DFT0000542	05/27/2016	INV0006476	ATV PARTS/BEISSWENGERS	101-2110-621140	Police/Supplies for Repair & M...		7.56
DFT0000542	05/27/2016	INV0006476	Shelving for police gear/ HOME DEPOT	101-2110-621140	Police/Supplies for Repair & M...		58.92
DFT0000542	05/27/2016	INV0006476	SHOP VAC FOR PD/ HOME DEPOT	101-2110-621150	Police/Tools & Minor Equipme...		69.93
DFT0000542	05/27/2016	INV0006476	ILEETA SUBSCRIPTION/PAYPAL	101-2110-632100	Police/Dues & Subscription , P...		45.00

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DFT0000542	05/27/2016	INV0006476	PARKING/ST CLOUD PARKING	101-2110-632110	Police/Transportation		5.00
DFT0000542	05/27/2016	INV0006476	PARKING/UOFM PARKING	101-2110-632110	Police/Transportation		6.00
DFT0000542	05/27/2016	INV0006476	TRAINING CLASS/EB A PROACTIVE APPROA	101-2110-632120	Police/Conferences & School		53.49
DFT0000542	05/27/2016	INV0006476	LODGING/ MARRIOTT	101-2110-632120	Police/Conferences & School		616.98
DFT0000542	05/27/2016	INV0006476	Training Meal/ARBYS	101-2110-632120	Police/Conferences & School		7.17
DFT0000542	05/27/2016	INV0006476	ENGRAVED PLATE/SQ *BLAINE SPORTSWE	101-2110-633110	Police/Printing & Binding		15.87
DFT0000542	05/27/2016	INV0006476	DOG FOOD/PETCO	101-2113-621130	K-9 Program/Operating Suppli...		62.54
DFT0000542	05/27/2016	INV0006476	BOARDING/ARMSTRONG KENNEL	101-2113-635100	K-9 Program/Services Contract...		88.91
DFT0000542	05/27/2016	INV0006476	Photo Book for Hamdorf/SHUTTERFLY	101-2510-621130	Fire/Operating Supplies		35.68
DFT0000542	05/27/2016	INV0006476	Refreshmts for Retiremt/TARGET	101-2510-621130	Fire/Operating Supplies		11.27
DFT0000542	05/27/2016	INV0006476	Refreshmts for Retiremt/WHOLEFDS	101-2510-621130	Fire/Operating Supplies		21.96
DFT0000542	05/27/2016	INV0006476	Supplies for Reception/DOLRTREE	101-2510-621130	Fire/Operating Supplies		12.00
DFT0000542	05/27/2016	INV0006476	Refreshmts for Retiremt/WHOLEFDS	101-2510-621130	Fire/Operating Supplies		38.62
DFT0000542	05/27/2016	INV0006476	Survivor LED/Battery pk/STREAMLIGHT	101-2510-621150	Fire/Tools & Minor Equipment		88.20
DFT0000542	05/27/2016	INV0006476	LICENSE RENEWAL/DPS FIREFIGHTER LIC	101-2510-632100	Fire/Dues & Subscription , Pe...		50.00
DFT0000542	05/27/2016	INV0006476	MEMBERSHIP/INT'L ASSOC OF FIRE CH	101-2510-632100	Fire/Dues & Subscription , Pe...		259.00
DFT0000542	05/27/2016	INV0006476	CREDIT/EXPEDIA	101-2510-632110	Fire/Transportation		-435.52
DFT0000542	05/27/2016	INV0006476	CREDIT OVERCHRG/EXPEDIA*	101-2510-632110	Fire/Transportation		-163.01
DFT0000542	05/27/2016	INV0006476	REGISTRATION/IAFC WUI1151	101-2510-632120	Fire/Conferences & School		265.00
DFT0000542	05/27/2016	INV0006476	Conference Registration/EZREGISTER	101-2510-632120	Fire/Conferences & School		250.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/EZREGISTER	101-2510-632120	Fire/Conferences & School		250.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/FDIC/FIRE ENG	101-2510-632120	Fire/Conferences & School		75.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/FDIC/FIRE ENG	101-2510-632120	Fire/Conferences & School		75.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/FDIC/FIRE ENG	101-2510-632120	Fire/Conferences & School		75.00
DFT0000542	05/27/2016	INV0006476	REGISTRATION/EXPEDIA	101-2510-632120	Fire/Conferences & School		1,853.33
DFT0000542	05/27/2016	INV0006476	Banner for Hamdorf/STAPLS	101-2510-633110	Fire/Printing & Binding		25.70
DFT0000542	05/27/2016	INV0006476	Municipal Recycling/GREEN LIGHTS RECY	101-3110-621120	Mun Ctr/Office Supplies		48.06
DFT0000542	05/27/2016	INV0006476	Laminator for Copy Room/AMAZON	101-3110-621140	Mun Ctr/Supplies for Repair &...		139.96
DFT0000542	05/27/2016	INV0006476	Laminator 3 Year Plan/AMAZON	101-3110-621140	Mun Ctr/Supplies for Repair &...		7.49
DFT0000542	05/27/2016	INV0006476	Ceiling Diverters/1800CEILINGCOM	101-3110-621140	Mun Ctr/Supplies for Repair &...		206.28

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DFT0000542	05/27/2016	INV0006476	Laminating Pouc/USPS	101-3140-621120	Eng/Office Supplies		2.09
DFT0000542	05/27/2016	INV0006476	SDK USB Office Supplies/CVS/PHARMACY	101-3140-621120	Eng/Office Supplies		71.75
DFT0000542	05/27/2016	INV0006476	Laminating Pouches/AMAZON	101-3140-621120	Eng/Office Supplies		33.68
DFT0000542	05/27/2016	INV0006476	US Traffic Manual/AMER PLANNING ASSOC	101-3140-632100	Eng/Dues & Subscription , Per...		82.97
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/AM LEONARD	101-3172-621130	Parks/Operating Supplies		161.95
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/THE MORTON ARBORETUM -	101-3172-621130	Parks/Operating Supplies		20.00
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/BACHMAN'S	101-3172-621130	Parks/Operating Supplies		42.82
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/MENARDS	101-3172-621130	Parks/Operating Supplies		85.82
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/DUNN BROS	101-3172-621130	Parks/Operating Supplies		40.46
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/BOB'S PRODUCE	101-3172-621130	Parks/Operating Supplies		66.65
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/AM LEONARD	101-3172-621130	Parks/Operating Supplies		629.98
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/AM LEONARD	101-3172-621130	Parks/Operating Supplies		86.99
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/ HOME DEPOT	101-3172-621130	Parks/Operating Supplies		27.23
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/INTL SOC ARBORICULTURE	101-3172-621130	Parks/Operating Supplies		138.08
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/ARBOR DAY FOUNDATION W	101-3172-621130	Parks/Operating Supplies		36.34
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/ HOME DEPOT	101-3172-621130	Parks/Operating Supplies		101.04
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/AM LEONARD	101-3172-621130	Parks/Operating Supplies		767.79
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/AM LEONARD	101-3172-621130	Parks/Operating Supplies		222.90
DFT0000542	05/27/2016	INV0006476	Tree Planting Grant/ HOME DEPOT	101-3172-621130	Parks/Operating Supplies		544.25
DFT0000542	05/27/2016	INV0006476	Parts for sprayer/MILLS FLEET FARM	101-3172-621140	Parks/Supplies for Repair & Ma..		40.54
DFT0000542	05/27/2016	INV0006476	Small Tools/ HOME DEPOT	101-3172-621150	Parks/Tools & Minor Equipme...		92.25
DFT0000542	05/27/2016	INV0006476	Belt Sander/Belts/ HOME DEPOT	101-3174-621150	Streets/Tools & Minor Equipm...		152.86
DFT0000542	05/27/2016	INV0006476	Equipment Training - Str/MACQUEEN EQUIP	101-3174-632120	Streets/Conferences & School		350.00
DFT0000542	05/27/2016	INV0006476	Toner - Mark Foster/OFFICE DEPOT	101-3176-621120	Garage/Office Supplies		161.09
DFT0000542	05/27/2016	INV0006476	Cellphone chargers/AMAZON	101-3176-621140	Garage/Supplies for Repair & ...		30.35

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
DFT0000542	05/27/2016	INV0006476	GAS FOR VAN/SUPERAMERICA	101-4100-621100	Rec/Fuels & Lubes		51.05
DFT0000542	05/27/2016	INV0006476	Office Supplies/OFFICE DEPOT	101-4100-621120	Rec/Office Supplies		30.41
DFT0000542	05/27/2016	INV0006476	After-school Supplies/WM SUPERCENTER	101-4102-621130	Rec After School/Operating Su...		6.27
DFT0000542	05/27/2016	INV0006476	Fruit Bowl For Pizza/CUB FOODS	101-4109-621130	Rec Zone/Operating Supplies		8.98
DFT0000542	05/27/2016	INV0006476	Bagel Pizza Making/CUB FOODS	101-4109-621130	Rec Zone/Operating Supplies		18.43
DFT0000542	05/27/2016	INV0006476	Friday Zone Movie Night/REDBOX	101-4109-621130	Rec Zone/Operating Supplies		3.21
DFT0000542	05/27/2016	INV0006476	Nail and painting crafts/WM SUPERCENTER	101-4109-621130	Rec Zone/Operating Supplies		43.70
DFT0000542	05/27/2016	INV0006476	Zone Ice cream Social/CUB FOODS	101-4109-621130	Rec Zone/Operating Supplies		10.47
DFT0000542	05/27/2016	INV0006476	Art Supplies/MICHAELS ST	101-4109-621130	Rec Zone/Operating Supplies		15.98
DFT0000542	05/27/2016	INV0006476	Fancy Fruit Cup Project/CUB FOODS	101-4109-621130	Rec Zone/Operating Supplies		20.09
DFT0000542	05/27/2016	INV0006476	Building Office Supplies/OFFICE DEPOT	101-5110-621120	Bldg Inspect/Office Supplies		32.37
DFT0000542	05/27/2016	INV0006476	Building Office Supplies/OFFICE DEPOT	101-5110-621120	Bldg Inspect/Office Supplies		19.98
DFT0000542	05/27/2016	INV0006476	CD Bldg Insp Retirement/CUB FOODS	101-5110-621130	Bldg Inspect/Operating Suppli...		105.95
DFT0000542	05/27/2016	INV0006476	Planning Office Supplies/OFFICE DEPOT	101-5112-621120	Planning/Office Supplies		23.94
DFT0000542	05/27/2016	INV0006476	Planning Office Supplies/WALGREENS	101-5112-621120	Planning/Office Supplies		28.95
DFT0000542	05/27/2016	INV0006476	Food for Planning mtg/BROADWAY PIZZA	101-5112-621130	Planning/Operating Supplies		236.46
DFT0000542	05/27/2016	INV0006476	Scott-Hotel APA Conf/SHERATON GRAND PHX	101-5112-632120	Planning/Conferences & School		1,152.72
DFT0000542	05/27/2016	INV0006476	Rental Insp shirt-julie/ASPEN MILLS INC.	101-5114-621110	Rental Inspect/Clothing/Laund...		68.35
DFT0000542	05/27/2016	INV0006476	Credit for Deced proj./ HOME DEPOT	237-5118-621130	Recycling/Operating Supplies		-93.04
DFT0000542	05/27/2016	INV0006476	Municipal Recycling/GREEN LIGHTS RECY	237-5118-635100	Recycling/Services Contracted,...		21.70
DFT0000542	05/27/2016	INV0006476	ARRIVE ALIVE FOOD/CHANTICLEAR PIZZA	240-2172-621130	StateForf-DWI-Operating Suppl..		87.30
DFT0000542	05/27/2016	INV0006476	ARRIVE ALIVE FOOD/CHIPOTLE	240-2172-621130	StateForf-DWI-Operating Suppl..		51.44
DFT0000542	05/27/2016	INV0006476	TSHIRTS/DAVES SPORT SHOP	240-2172-621130	StateForf-DWI-Operating Suppl..		300.00
DFT0000542	05/27/2016	INV0006476	BAGGAGE/DELTA AIR	260-2114-632110	Police PSDS/Transportation		25.00
DFT0000542	05/27/2016	INV0006476	BAGGAGE/DELTA AIR	260-2114-632110	Police PSDS/Transportation		25.00
DFT0000542	05/27/2016	INV0006476	BCA CONF/BCA TRAINING ED	260-2114-632120	Police PSDS/Conferences & Sc...		115.00

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
DFT0000542	05/27/2016	INV0006476	CONF FOOD/MAIN TERM BURG	260-2114-632120	Police PSDS/Conferences & Sc...		10.88
DFT0000542	05/27/2016	INV0006476	CONF FOOD/HABANEROS MEXICAN GRILL	260-2114-632120	Police PSDS/Conferences & Sc...		15.82
DFT0000542	05/27/2016	INV0006476	CONF FOOD/PANDA EXPRESS	260-2114-632120	Police PSDS/Conferences & Sc...		11.34
DFT0000542	05/27/2016	INV0006476	BCA CONF/BCA TRAINING ED	260-2114-632120	Police PSDS/Conferences & Sc...		115.00
DFT0000542	05/27/2016	INV0006476	CONF FOOD/PANDA EXPRESS	260-2114-632120	Police PSDS/Conferences & Sc...		12.74
DFT0000542	05/27/2016	INV0006476	LODGING/STAYBRIDGE SUITES	260-2114-635100	Police PSDS/Services Contract...		794.55
DFT0000542	05/27/2016	INV0006476	paper and trifold/OFFICE DEPOT	270-4190-621120	SNC/Office Supplies		21.40
DFT0000542	05/27/2016	INV0006476	food for solar cooking/CUB FOODS	270-4190-621130	SNC/Operating Supplies		44.91
DFT0000542	05/27/2016	INV0006476	keys for NC garage/ HOME DEPOT	270-4190-621130	SNC/Operating Supplies		9.90
DFT0000542	05/27/2016	INV0006476	Staff Nametag/NAMIFY	270-4190-621130	SNC/Operating Supplies		26.00
DFT0000542	05/27/2016	INV0006476	Smart Board/JTF BUSINESS SYSTEMS	270-4190-621130	SNC/Operating Supplies		2,859.00
DFT0000542	05/27/2016	INV0006476	School Class Supplies/GO FOR IT GAS	270-4190-621130	SNC/Operating Supplies		5.99
DFT0000542	05/27/2016	INV0006476	General Operating Suppli/HOME DEPOT	270-4190-621130	SNC/Operating Supplies		13.14
DFT0000542	05/27/2016	INV0006476	General Operating Suppli/WALGREENS	270-4190-621130	SNC/Operating Supplies		24.56
DFT0000542	05/27/2016	INV0006476	Chicks in the Sticks/HOME DEPOT	270-4190-621130	SNC/Operating Supplies		108.84
DFT0000542	05/27/2016	INV0006476	Trimmer blades/BEISSWENGERS	270-4190-621140	SNC/Supplies for Repair & Mai...		12.28
DFT0000542	05/27/2016	INV0006476	food for solar cooking/CUB FOODS	270-4191-621130	SNC Day Camp/Operating Supp..		53.21
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/ULINE	270-4194-621130	SNC Fridley Schools/Operating...		108.53
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/TARGET	270-4194-621130	SNC Fridley Schools/Operating...		18.89
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/AMAZON	270-4194-621130	SNC Fridley Schools/Operating...		54.95
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/CAROLINA BIOLOGIC	270-4194-621130	SNC Fridley Schools/Operating...		154.29
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/TARGET	270-4194-621130	SNC Fridley Schools/Operating...		59.79
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/TARGET	270-4194-621130	SNC Fridley Schools/Operating...		42.13
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/AMAZON.COM	270-4194-621130	SNC Fridley Schools/Operating...		158.62
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/AMAZON	270-4194-621130	SNC Fridley Schools/Operating...		15.90
DFT0000542	05/27/2016	INV0006476	Curriculum Supplies/AMAZON	270-4194-621130	SNC Fridley Schools/Operating...		42.01
DFT0000542	05/27/2016	INV0006476	Sprinkler Flags/ HOME DEPOT	406-3174-621140	Streets/Supplies for Repair & ...		6.34
DFT0000542	05/27/2016	INV0006476	NPDES PERMIT/POLLUTION CONTROL AG	406-3174-632100	Streets/Dues & Subscription , ...		400.00
DFT0000542	05/27/2016	INV0006476	park benches and tables/POLLY PRODUCTS	407-3172-621130	Parks/Operating Supplies		2,370.49

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DFT0000542	05/27/2016	INV0006476	Aquariums for Interp Cen/CUSTOM CAGES	407-3172-621130	Parks/Operating Supplies		3,249.11
DFT0000542	05/27/2016	INV0006476	tables for SNC/SOUTHERN ALUMINUM	407-3172-621130	Parks/Operating Supplies		7,384.50
DFT0000542	05/27/2016	INV0006476	stack chairs for SNC/MITY-LITE, INC	407-3172-621130	Parks/Operating Supplies		7,245.38
DFT0000542	05/27/2016	INV0006476	SQUAD GRAPHICS/ADVANCED GRAPHIX INC	410-2110-703100	Police/Machinery		1,690.00
DFT0000542	05/27/2016	INV0006476	OFFICES SUPPLIES/OFFICE DEPOT	601-6110-621120	Water Admin/Office Supplies		19.98
DFT0000542	05/27/2016	INV0006476	Non Oxy Fuel/EXXONMOBIL	601-6210-621100	Water Ops/Fuels & Lubes		30.19
DFT0000542	05/27/2016	INV0006476	Pulley for Air Compresso/BAUM HYDRAULICS	601-6210-621140	Water Ops/Supplies for Repair...		68.45
DFT0000542	05/27/2016	INV0006476	Cell Phone Accessories/AMAZON	602-6210-621140	Sewer Ops/Supplies for Repair...		13.98
DFT0000542	05/27/2016	INV0006476	Cellphone Accessories/BEST BUY	602-6210-633120	Sewer Ops/Communication (p...		59.98
DFT0000542	05/27/2016	INV0006476	fuses for cooler/ HOME DEPOT	609-6910-621140	Liq Store1-Cub/Supplies for Re...		42.65
DFT0000542	05/27/2016	INV0006476	fuses for cooler/ HOME DEPOT	609-6910-621140	Liq Store1-Cub/Supplies for Re...		42.65
DFT0000542	05/27/2016	INV0006476	fuses for cooler/MENARDS	609-6910-621140	Liq Store1-Cub/Supplies for Re...		26.10
DFT0000542	05/27/2016	INV0006476	fuses for cooler/MENARDS	609-6910-621140	Liq Store1-Cub/Supplies for Re...		31.75
DFT0000542	05/27/2016	INV0006476	fuses for cooler/ HOME DEPOT	609-6910-621140	Liq Store1-Cub/Supplies for Re...		3.72
DFT0000542	05/27/2016	INV0006476	credit card fees store 1/NCR SPECIALTY	609-6910-635100	Liq Store1-Cub/Srvcs Contract...		-5.00
DFT0000542	05/27/2016	INV0006476	credit card fees store 1/NCR SPECIALTY	609-6910-635100	Liq Store1-Cub/Srvcs Contract...		452.90
DFT0000542	05/27/2016	INV0006476	credit card fees store 2/NCR SPECIALTY	609-6920-635100	Liq Store 2-65/Srvc Contracted,...		142.19
DFT0000542	05/27/2016	INV0006476	monthly movie charge/NETFLIX.COM	851-232400	Sr-Advisory//Due to other Age...		8.56
<b>Vendor 12262 - U.S. BANK (P-CARDS) Total:</b>							<b>42,716.05</b>
<b>Vendor: 12443 - U.S. BANK TRUST (HSA-OPTUM)</b>							
DFT0000551	06/03/2016	INV0006506	HSA savings acct - employee contribution	703-213340	Health Care Spending		2,227.76
DFT0000552	06/03/2016	INV0006507	HSA savings acct - employer additional	101-213150	HRA/Veba & HSA Benefit-Heal...		1,650.00
<b>Vendor 12443 - U.S. BANK TRUST (HSA-OPTUM) Total:</b>							<b>3,877.76</b>
<b>Vendor: 12265 - U.S. DEPARTMENT OF EDUCATION</b>							
172800	06/01/2016	INV0006520	US Dept of Ed garnishment	101-213310	Garnishments Withheld		226.49
<b>Vendor 12265 - U.S. DEPARTMENT OF EDUCATION Total:</b>							<b>226.49</b>

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
<b>Vendor: 12269 - U.S.A. BLUEBOOK</b>							
172855	06/02/2016	949048	MARKING PAINT & FLAGS	601-6210-621140	Water Ops/Supplies for Repair...		142.16
<b>Vendor 12269 - U.S.A. BLUEBOOK Total:</b>							<b>142.16</b>
<b>Vendor: 12276 - UNIFIRST CORPORATION</b>							
172946	06/09/2016	INV0006673	UNIFORMS,RUGS	101-3172-621110	Parks/Clothing/Laundry Allow...		143.45
172946	06/09/2016	INV0006673	UNIFORMS,RUGS	101-3174-621110	Streets/Clothing/Laundry Allo...		233.60
172946	06/09/2016	INV0006673	UNIFORMS,RUGS	101-3176-621110	Garage/Clothing/Laundry Allo...		567.37
172946	06/09/2016	INV0006673	UNIFORMS,RUGS	601-6210-621110	Water Ops/Clothing/Laundry A...		197.67
172946	06/09/2016	INV0006673	UNIFORMS,RUGS	602-6210-621110	Sewer Ops/Clothing/Laundry A...		104.65
<b>Vendor 12276 - UNIFIRST CORPORATION Total:</b>							<b>1,246.74</b>
<b>Vendor: 12279 - UNITED BUSINESS MAIL</b>							
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-1210-633120	Gen Mgmt/Communication (p...		141.35
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-1216-633120	Elections/Communication (ph...		43.25
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-1310-633120	Accounting/Communication (...)		286.85
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-1312-633120	Assessing/Communication (ph...		5.88
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-132200	Due from HRA		14.11
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-132200	Due from HRA		10.38
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-2110-633120	Police/Communication (phone...		289.80
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-2510-633120	Fire/Communication (phones, ...)		71.80
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-3140-633120	Eng/Communication (phones, ...)		128.89
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-3174-633120	Streets/Communication (phon...		56.75
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-4100-633120	Rec/Communication (phones, ...)		130.97
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-4150-633120	Sr Center / Communication		4.50
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-5110-633120	Bldg Inspect/Comm. (phones, ...)		70.76
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-5112-633120	Planning/Communication (pho...		179.93
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	101-5114-633120	Rental Inspect/Comm (phones,..)		92.91
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	225-1219-633120	Cable TV/Comm. (phones, pos...		0.70
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	237-5118-633120	Recycling/Communication (ph...		11.42
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	270-4190-633120	SNC/Comm, (phones, postage,...		86.16
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	601-6210-633120	Water Ops/Communication (p...		117.13
172947	06/09/2016	INV0006674	POSTAGE ACCT#341001	609-6910-633120	Liq Store1-Cub/Comm. (phone...		0.69
<b>Vendor 12279 - UNITED BUSINESS MAIL Total:</b>							<b>1,744.23</b>
<b>Vendor: 12280 - UNITED PARCEL SERVICE</b>							
172774	05/26/2016	YW2291206	SHIPPING-MASIMO	101-2510-635100	Fire/Services Contracted, Non-...		33.39
<b>Vendor 12280 - UNITED PARCEL SERVICE Total:</b>							<b>33.39</b>
<b>Vendor: 12286 - UNITED WAY</b>							
172801	06/01/2016	INV0006519	Bi-weekly payroll contributions	101-213120	Charitable Contributions		20.00
<b>Vendor 12286 - UNITED WAY Total:</b>							<b>20.00</b>
<b>Vendor: 12297 - UPPER MIDWEST SEED INC</b>							
172856	06/02/2016	20505	BIRD SEED	270-4190-621130	SNC/Operating Supplies		40.00
<b>Vendor 12297 - UPPER MIDWEST SEED INC Total:</b>							<b>40.00</b>

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<b>Vendor: 12313 - VERIZON WIRELESS</b>							
172948	06/09/2016	9766013505	WIRELESS TABLETS	101-2510-633120	Fire/Communication (phones, ...		280.12
172948	06/09/2016	9766013505	WIRELESS TABLETS	101-3140-633120	Eng/Communication (phones, ...		28.01
<b>Vendor 12313 - VERIZON WIRELESS Total:</b>							<b>308.13</b>
<b>Vendor: 12321 - VIKING ELECTRIC SUPPLY</b>							
172775	05/26/2016	1402743	FUSES FOR COMMON'S PRK	101-3172-621140	Parks/Supplies for Repair & Ma..		175.20
<b>Vendor 12321 - VIKING ELECTRIC SUPPLY Total:</b>							<b>175.20</b>
<b>Vendor: 12326 - VINOPIA, INC</b>							
172949	06/09/2016	151805	MAY-WINE	609-144020	Wine #1 (Cub Location)		1,359.50
172949	06/09/2016	151805	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		42.50
<b>Vendor 12326 - VINOPIA, INC Total:</b>							<b>1,402.00</b>
<b>Vendor: 12338 - VOSS LIGHTING</b>							
172950	06/09/2016	15285861	SECURITY LIGHT	601-6210-621140	Water Ops/Supplies for Repair...		286.43
<b>Vendor 12338 - VOSS LIGHTING Total:</b>							<b>286.43</b>
<b>Vendor: 12344 - W.W. GOETSCH ASSOC INC</b>							
172776	05/26/2016	96318	REPAIR PUMP AT WTP #3	601-6210-635100	Water Ops/Services Contracte...		1,137.00
<b>Vendor 12344 - W.W. GOETSCH ASSOC INC Total:</b>							<b>1,137.00</b>
<b>Vendor: 12355 - WARNING LITES OF MINNESOTA, INC</b>							
172777	05/26/2016	155951	LIME SAFETY VESTS	101-3174-621110	Streets/Clothing/Laundry Allo...		104.90
<b>Vendor 12355 - WARNING LITES OF MINNESOTA, INC Total:</b>							<b>104.90</b>
<b>Vendor: 12370 - WENCK ASSOCIATES, INC</b>							
172951	06/09/2016	11603076	MUNICIPAL CENTER PROJ	405-3115-631100	Bldg CIP-MunCtr/Professional ...		3,378.20
<b>Vendor 12370 - WENCK ASSOCIATES, INC Total:</b>							<b>3,378.20</b>
<b>Vendor: 12385 - WINE MERCHANTS</b>							
172952	06/09/2016	INV0006722	MAY-WINE	609-144020	Wine #1 (Cub Location)		1,895.40
172952	06/09/2016	INV0006722	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		20.67
<b>Vendor 12385 - WINE MERCHANTS Total:</b>							<b>1,916.07</b>
<b>Vendor: 12402 - XCEL ENERGY</b>							
172778	05/26/2016	INV0006447	UTILITIES-501738209	101-2154-634100	EM Warning Siren/Utilities		57.57
172778	05/26/2016	INV0006447	UTILITIES-501895160	101-2510-634100	Fire/Utility Services		133.57
172778	05/26/2016	INV0006447	UTILITIES-501931606	101-3170-634100	Lighting/Utility Services		15,267.54
172778	05/26/2016	INV0006447	UTILITIES-50173357	101-3176-634100	Garage/Utility Services		16.60
172778	05/26/2016	INV0006447	UTILITIES-501567789	101-3176-634100	Garage/Utility Services		1,349.77
172778	05/26/2016	INV0006447	UTILITIES-501745685	601-6210-634100	Water Ops/Utility Services		22,473.47
172778	05/26/2016	INV0006447	UTILITIES-501912532	602-6210-634100	Sewer Ops/Utility Services		1,279.38
172778	05/26/2016	INV0006447	UTILITIES-501902024	603-6210-634100	Storm Ops/Utility Services		161.42
172857	06/02/2016	502756555	UTILITIES	101-3172-634100	Parks/Utility Services		26.21
<b>Vendor 12402 - XCEL ENERGY Total:</b>							<b>40,765.53</b>
<b>Vendor: 12416 - Z WINES USA</b>							
172955	06/09/2016	INV0006725	MAY-WINE	609-144020	Wine #1 (Cub Location)		155.00

Claims Council 06/13/2016

Payment Dates: 05/23/2016 - 06/10/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
172955	06/09/2016	INV0006725	MAY-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		5.00
<b>Vendor 12416 - Z WINES USA Total:</b>							<b>160.00</b>
<b>Vendor: 12417 - ZAHL-PETROLEUM MAINTENANCE</b>							
172956	06/09/2016	217119	REPAIR FUEL PUMPS	101-3176-635100	Garage/Services Contracted, ...		277.50
<b>Vendor 12417 - ZAHL-PETROLEUM MAINTENANCE Total:</b>							<b>277.50</b>
<b>Vendor: 12422 - ZEE MEDICAL SERVICE CO</b>							
172957	06/09/2016	54078102	REFILL FIRST AID BOX	101-3176-621140	Garage/Supplies for Repair & ...		107.80
<b>Vendor 12422 - ZEE MEDICAL SERVICE CO Total:</b>							<b>107.80</b>
<b>Vendor: 12724 - ZILLMER, JACLYN A</b>							
172860	06/03/2016	INV0006624	REISSUE RETURNED DIRECT DEPOSIT	101-1310-611100	Accounting/Full Time Employe...		846.03
<b>Vendor 12724 - ZILLMER, JACLYN A Total:</b>							<b>846.03</b>
<b>Grand Total:</b>							<b>1,149,813.82</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	516,675.12
225 - CABLE TV FUND	6,480.29
237 - SOLID WASTE ABATEMENT	3,052.22
240 - DRUG/GAMBLING FORFEITURES	819.49
260 - POLICE ACTIVITY FUND	1,209.51
270 - SPRINGBROOK NC FUND	5,302.46
405 - CAPITAL IMPROVEMENTS-BLDG	52,152.21
406 - CAPITAL IMPROVEMENTS-STR	27,310.94
407 - CAPITAL IMPROVEMENTS-PKS	20,249.48
409 - CAPITAL IMPR-INFO SYSTEMS	24,235.63
410 - CAPITAL EQUIPMENT FUND	1,690.00
601 - WATER FUND	97,923.04
602 - SEWER FUND	26,088.28
603 - STORM WATER FUND	461.42
609 - MUNICIPAL LIQUOR	358,908.55
703 - EMPLOYEE BENEFITS	2,227.76
806 - HOTEL / MOTEL TAX	4,023.25
851 - Senior - Advisory Council	946.50
854 - Senior - Campaign of Cheer	57.67
<b>Grand Total:</b>	<b>1,149,813.82</b>

### Account Summary

Account Number	Account Name	Payment Amount
101-1110-621130	Legislative/Operating Sup...	123.59
101-1210-621120	Gen Mgmt/Office Supplies	50.03
101-1210-621130	Gen Mgmt/Operating Sup...	79.74
101-1210-631100	Gen Mgmt/Professional S...	1,400.00
101-1210-632100	Gen Mgmt/Dues & Subscr...	42.25
101-1210-632110	Gen Mgmt/Transportation	92.00
101-1210-632120	Gen Mgmt/Conferences &...	110.00
101-1210-633120	Gen Mgmt/Communicati...	869.55
101-1212-621130	HR/Operating Supplies	242.07
101-1212-633100	HR/Advertising	840.00
101-1214-631100	Legal/Professional Services	26,626.50
101-1216-633120	Elections/Communication ...	43.25
101-1218-621130	City Clerk/Operating Suppl..	56.06
101-1310-611100	Accounting/Full Time Emp...	846.03
101-1310-621120	Accounting/Office Supplies	195.02
101-1310-631100	Accounting/Professional ...	45.00
101-1310-632120	Accounting/Conferences ...	7.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
101-1310-633120	Accounting/Communicati...	286.85
101-1312-621110	Assessing/Clothing/Laund...	83.94
101-1312-621120	Assessing/Office Supplies	67.96
101-1312-632120	Assessing/Conferences & ...	350.00
101-1312-633120	Assessing/Communication...	5.88
101-1312-635100	Assessing/Services Contra...	3.01
101-1314-621130	IT/Operating Supplies	17.88
101-1314-632120	IT/Conferences & School	2,900.00
101-1314-633120	IT/Comm (phones, postag...	1,913.86
101-1314-635100	IT/Srvc Contracted, Non-p...	13,185.58
101-132200	Due from HRA	312.76
101-141010	Inventory - Gasoline	4,751.68
101-141020	Inventory - Motor Oil/Gre...	1,601.60
101-141030	Inventory - Batteries/Tires	5,398.53
101-141040	Inventory - Misc. Parts	9,599.06
101-1410-631100	Non-dept/Professional Se...	5,000.00
101-1410-633120	Non-dept/Communication	20.10
101-203130	Surtax	1,449.22
101-2110-621100	Police/Fuels & Lubes	60.99
101-2110-621120	Police/Office Supplies	446.60
101-2110-621130	Police/Operating Supplies	1,362.33
101-2110-621140	Police/Supplies for Repair...	221.47
101-2110-621150	Police/Tools & Minor Equ...	69.93
101-2110-631100	Police/Professional Servic...	661.00
101-2110-632100	Police/Dues & Subscriptio...	45.00
101-2110-632110	Police/Transportation	17.00
101-2110-632120	Police/Conferences & Sch...	2,336.01
101-2110-633110	Police/Printing & Binding	60.87
101-2110-633120	Police/Communication (p...	2,229.05
101-2110-635100	Police/Services Contracte...	1,985.24
101-2111-635100	Police-Pawn/Services Con...	5,683.50
101-2113-621130	K-9 Program/Operating S...	62.54
101-2113-635100	K-9 Program/Services Con...	88.91
101-212100	Federal Tax Withheld	46,927.40
101-212110	State Tax Withheld	18,191.76
101-212120	FICA Payable	31,905.46
101-212130	Medicare Payable	11,669.28
101-213100	PERA	69,419.24
101-213120	Charitable Contributions	41.55
101-213140	Health Insurance	41,893.26
101-213150	HRA/Veba & HSA Benefit-...	2,800.00
101-213160	Dental Insurance Payable	3,178.75

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
101-213170	Life Insurance Payable	2,975.26
101-213180	PERA Life Insurance	800.00
101-213190	Worker's Comp. Liability	73,971.25
101-213200	Long Term Disability With...	2,090.72
101-213210	Union Dues - Police	1,666.00
101-213230	Union Dues - Fire	90.00
101-213260	Deferred Comp.-ICMA 457..	12,622.29
101-213270	ICMA Roth IRA	1,986.93
101-213280	RHS Plan (ICMA)	225.00
101-213290	Fire Relief Dues Withheld	125.00
101-213300	Child Support Withheld	1,327.82
101-213310	Garnishments Withheld	226.49
101-213330	Fridley Police Association	86.00
101-2150-633120	EM/Communication(phon...	116.40
101-2150-635100	EM/Srvc Contracted, Non...	3.40
101-2154-634100	EM Warning Siren/Utilities	57.57
101-2154-635100	EM-OutdoorWarning/Serv...	2,108.64
101-221100	Deposits	800.00
101-2510-621110	Fire/Clothing/Laundry All...	407.20
101-2510-621130	Fire/Operating Supplies	1,066.53
101-2510-621140	Fire/Supplies for Repair &...	164.91
101-2510-621150	Fire/Tools & Minor Equip...	2,019.07
101-2510-632100	Fire/Dues & Subscription ,...	309.00
101-2510-632110	Fire/Transportation	-598.53
101-2510-632120	Fire/Conferences & School	2,843.33
101-2510-633110	Fire/Printing & Binding	25.70
101-2510-633120	Fire/Communication (pho...	742.83
101-2510-634100	Fire/Utility Services	133.57
101-2510-635100	Fire/Services Contracted,...	4,704.42
101-3110-621120	Mun Ctr/Office Supplies	48.06
101-3110-621140	Mun Ctr/Supplies for Repa..	932.32
101-3110-632100	Mun Ctr/Dues & Subscript...	30.00
101-3110-635100	Mun Ctr/Srvcs Contracted,..	728.38
101-3140-621110	Eng/Clothing/Laundry All...	97.50
101-3140-621120	Eng/Office Supplies	107.52
101-3140-632100	Eng/Dues & Subscription ,...	82.97
101-3140-633120	Eng/Communication (pho...	508.44
101-3140-635100	Eng/Services Contracted, ...	8.01
101-3170-634100	Lighting/Utility Services	15,267.54
101-3172-621110	Parks/Clothing/Laundry Al...	275.05
101-3172-621130	Parks/Operating Supplies	2,972.30
101-3172-621140	Parks/Supplies for Repair...	12,178.42

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
101-3172-621150	Parks/Tools & Minor Equi...	241.25
101-3172-633100	Parks/Advertising	228.00
101-3172-633120	Parks/Communication (p...	292.02
101-3172-634100	Parks/Utility Services	26.21
101-3172-635100	Parks/Services Contracted...	11,664.57
101-3172-635110	Parks/Rentals	1,199.34
101-3174-621110	Streets/Clothing/Laundry ...	507.78
101-3174-621140	Streets/Supplies for Repai...	4,554.08
101-3174-621150	Streets/Tools & Minor Equ...	163.64
101-3174-632120	Streets/Conferences & Sc...	350.00
101-3174-633120	Streets/Communication (...)	550.92
101-3174-635100	Streets/Srvcs Contracted,...	6.02
101-3176-621110	Garage/Clothing/Laundry...	567.37
101-3176-621120	Garage/Office Supplies	161.09
101-3176-621140	Garage/Supplies for Repai...	1,623.75
101-3176-621150	Garage/Tools & Minor Equ...	577.42
101-3176-632100	Garage/Dues & Subscripti...	30.00
101-3176-632110	Garage/Transportation	33.82
101-3176-633120	Garage/Communication (...)	174.26
101-3176-634100	Garage/Utility Services	1,366.37
101-3176-635100	Garage/Services Contract...	3,049.35
101-4100-621100	Rec/Fuels & Lubes	51.05
101-4100-621120	Rec/Office Supplies	30.41
101-4100-621140	Rec/Supplies for Repair &...	19.98
101-4100-633120	Rec/Communication (pho...	214.41
101-4100-635100	Rec/Services Contracted, ...	134.25
101-4100-638180	Rec/Pmts to Other Agenci...	7,946.25
101-4102-621130	Rec After School/Operati...	6.27
101-4105-635100	Special Events/Services C...	1,045.00
101-4107-635100	Rec Sports/Services Contr...	4,480.00
101-4109-621130	Rec Zone/Operating Suppl...	1,112.13
101-4109-633120	Rec Zone/Communication ..	24.00
101-4150-621130	Sr Center / Operating Sup...	578.00
101-4150-633120	Sr Center / Communication	87.00
101-5110-435100	Bldg Inspect/Building Per...	312.40
101-5110-435200	Bldg Inspect/Electrical Pe...	56.00
101-5110-621120	Bldg Inspect/Office Suppli...	52.35
101-5110-621130	Bldg Inspect/Operating S...	105.95
101-5110-631100	Bldg Inspect/Professional ...	45.00
101-5110-633110	Bldg Inspect/Printing & Bi...	96.55
101-5110-633120	Bldg Inspect/Comm. (pho...	171.32
101-5110-635100	Bldg Inspect/Srvc Contrac...	3,746.80

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
101-5112-621120	Planning/Office Supplies	52.89
101-5112-621130	Planning/Operating Suppl...	293.53
101-5112-632110	Planning/Transportation	51.95
101-5112-632120	Planning/Conferences & S...	1,152.72
101-5112-633120	Planning/Communication ...	214.92
101-5112-635100	Planning/Services Contrac...	656.53
101-5114-621110	Rental Inspect/Clothing/L...	68.35
101-5114-633120	Rental Inspect/Comm (ph...	192.39
101-5114-635100	Rental Inspect/Srvc Contr...	3.01
225-1219-631100	Cable TV/Professional Ser...	6,060.36
225-1219-632110	Cable TV/Transportation	55.60
225-1219-633120	Cable TV/Comm. (phones,...	49.90
225-1219-635100	Cable TV/Srv Contracted, ...	314.43
237-5118-621130	Recycling/Operating Suppl..	-93.04
237-5118-633110	Recycling/Printing & Bindi...	231.34
237-5118-633120	Recycling/Communication...	11.42
237-5118-635100	Recycling/Services Contra...	2,902.50
240-2170-635100	StateForf-Vice/Drugs-Serv...	180.00
240-2172-621130	StateForf-DWI-Operating ...	459.49
240-2172-635100	StateForf-DWI-Services C...	180.00
260-2114-632110	Police PSDS/Transportati...	50.00
260-2114-632120	Police PSDS/Conferences ...	280.78
260-2114-633120	Police PSDS/Communicati...	84.18
260-2114-635100	Police PSDS/Services Cont...	794.55
270-4190-621120	SNC/Office Supplies	21.40
270-4190-621130	SNC/Operating Supplies	3,217.48
270-4190-621140	SNC/Supplies for Repair &...	74.27
270-4190-632110	SNC/Transportation	496.23
270-4190-633120	SNC/Comm, (phones, pos...	625.94
270-4190-635100	SNC/Srvc Contracted Non...	158.82
270-4191-621130	SNC Day Camp/Operating...	53.21
270-4194-621130	SNC Fridley Schools/Oper...	655.11
405-3115-631100	Bldg CIP-MunCtr/Professi...	52,152.21
406-3174-621140	Streets/Supplies for Repai...	6.34
406-3174-631100	Streets/Professional Servi...	26,904.60
406-3174-632100	Streets/Dues & Subscripti...	400.00
407-3172-621130	Parks/Operating Supplies	20,249.48
409-1314-621130	IT/Operating Supplies	16,996.73
409-1314-635100	IT/Srvc Contracted, Non-p...	1,943.92
409-1314-704100	IT/Furniture & Fixtures	5,294.98
410-2110-703100	Police/Machinery	1,690.00
601-202100	State Water Fee Payable	13,022.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
601-6110-621120	Water Admin/Office Suppl..	19.98
601-6110-633120	Water Admin/Comm (ph...	2,316.66
601-6210-621100	Water Ops/Fuels & Lubes	30.19
601-6210-621110	Water Ops/Clothing/Laun...	197.67
601-6210-621140	Water Ops/Supplies for R...	2,308.06
601-6210-632100	Water Ops/Dues & Subscr...	2,718.00
601-6210-633120	Water Ops/Communicati...	453.68
601-6210-634100	Water Ops/Utility Services	22,473.47
601-6210-635100	Water Ops/Services Contr...	1,907.93
601-6210-635110	Water Ops/Rentals	252.90
601-6310-635100	Water CIP/Srvc Contracte...	52,222.50
602-232310	Due to-Govts/Sewer (SAC)	14,760.90
602-6110-633120	Sewer Admin/Comm (pho...	1,028.08
602-6210-621110	Sewer Ops/Clothing/Laun...	104.65
602-6210-621140	Sewer Ops/Supplies for R...	2,042.59
602-6210-632100	Sewer Ops/Dues & Subscr...	23.00
602-6210-633120	Sewer Ops/Communicati...	399.91
602-6210-634100	Sewer Ops/Utility Services	1,279.38
602-6210-635100	Sewer Ops/Services Contr...	6,449.77
603-6210-634100	Storm Ops/Utility Services	161.42
603-6210-635100	Storm Ops/Services Contr...	300.00
609-144010	Liquor #1 (Cub Location)	77,090.63
609-144020	Wine #1 (Cub Location)	35,923.19
609-144030	Beer #1 (Cub Location)	147,830.90
609-144040	Misc. #1 (Cub Location)	2,521.94
609-144050	Tobacco #1 (Cub Location)	3,340.43
609-145010	Liquor #2 (Highway 65)	15,572.97
609-145020	Wine #2 (Highway 65)	6,105.70
609-145030	Beer #2 (Highway 65)	42,005.50
609-145040	Misc. #2 (Highway 65)	1,211.47
609-6910-500101	Liq 1/COGS-Freight	1,825.55
609-6910-621130	Liq Store1-Cub/Operating...	754.41
609-6910-621140	Liq Store1-Cub/Supplies f...	146.87
609-6910-633120	Liq Store1-Cub/Comm. (p...	0.69
609-6910-635100	Liq Store1-Cub/Srvcs Cont...	771.41
609-6910-635110	Liq Store1-Cub/Rentals	19,903.80
609-6920-500101	Liq 2/COGS-Freight	378.71
609-6920-621140	Liq Store 2-65/Supplies for..	1,658.00
609-6920-633100	Liq Store 2-65/Advertising	1,150.00
609-6920-635100	Liq Store 2-65/Srvc Contra...	716.38
703-213340	Health Care Spending	2,227.76
806-203120	Hotel/Motel Tax	4,023.25

**Account Summary**

Account Number	Account Name	Payment Amount
851-232400	Sr-Advisory//Due to other...	946.50
854-232400	Sr-Cheer//Due to other A...	57.67
	<b>Grand Total:</b>	<b>1,149,813.82</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	957,584.66
211401	1,125.33
317201	143.45
317202	228.00
317205	11,293.02
317401	233.60
40515442	18,647.86
40516480	32,849.90
40516505	654.45
4061121	739.00
4061501	5,560.50
4061521	20,605.10
4061601	406.34
40715389	17,878.99
40716903	2,370.49
4091501	24,235.63
4101521	1,690.00
505001	1,045.00
60116448	33,772.50
60116495	18,450.00
60315475	300.00
	<b>Grand Total:</b>
	<b>1,149,813.82</b>



AGENDA ITEM  
CITY COUNCIL MEETING OF JUNE 13, 2016  
ESTIMATES

Keys Well Drilling Company  
1156 Homer Street  
St. Paul, MN 55116-3232

2016 Well Rehabilitation Project No. 448  
Estimate No. 2 ..... \$ 33,772.50

O'Malley Construction, Inc.  
35812 – 241<sup>st</sup> Avenue NE  
LeCenter, MN 56057

Safe Routes to School Project No. ST2011-21  
Estimate No. 1..... \$ 99,990.78



## **CITY COUNCIL MEETING OF JUNE 13, 2016**

To: Walter T. Wysopal, City Manager  
From: Debra A. Skogen, City Clerk  
Date: June 3, 2016  
Re: Public Hearing for Off-Sale 3.2% Malt Liquor to Jigar Patel on behalf of Hanuman LLC dba Freedom Valu Located at 7600 University Avenue NE

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Jigar Patel, President of Hanuman LLC dba Freedom Valu has applied for an off-sale 3.2% malt liquor license located at 7600 University Avenue NE. Hanuman LLC will be purchasing the property on June 8, 2016 from Erikson Oil Products Inc, who has held a 3.2% malt liquor license.

Section 602.05 of the Fridley City Code requires that a public hearing be held to consider the approval of a 3.2% malt liquor license. The Notice of Public Hearing, as shown in Attachment 1, was mailed to the applicant and published in the Fridley Sun Focus on June 3, 2016.

The Police Department has conducted a background investigation on the officers and found no reason to deny the application at this time.

Staff recommends the following actions:

1. A motion opening the public hearing of an off-sale 3.2% malt liquor license.
2. A motion approving the off-sale 3.2% malt liquor license to Jigar Patel on behalf of Hanuman LLC dba Freedom Valu Located at 7600 University Avenue NE.

**CITY OF FRIDLEY**  
**PUBLIC HEARING BEFORE THE**  
**CITY COUNCIL**  
(Legal Notice)

Notice is hereby given that the City Council of the City of Fridley will hold a public hearing at the City Municipal Center, 6431 University Avenue N.E. on Monday, June 13, 2016, at 7:00 p.m. on the question of issuing an off-sale 3.2% Malt Liquor License to Jigar Patel of Hanuman LLC dba Freedom Valu located at 7600 University Avenue NE, Fridley, Minnesota.

Hearing impaired persons planning to attend who need an interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at 572-3500 no later than June 8, 2016.

Anyone having an interest in this matter should make their interest known at this public hearing.

/s/ Debra A. Skogen, City Clerk

Published: June 3, 2016 in the Fridley SunFocus



## **CITY COUNCIL MEETING OF JUNE 13, 2016**

To: Walter T. Wysopal, City Manager  
From: Debra A. Skogen, City Clerk  
Date: June 3, 2016  
Re: Public Hearing for an On-Sale 3.2% Malt Liquor License to Robert J. Thomson of Bolar LLC dba Pancheros Mexican Grill Fridley Located at 284 57<sup>th</sup> Avenue NE

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Robert J. Thomson has applied for an on-sale 3.2% malt liquor license to operate a business known as Bolar LLC dba Pancheros Mexican Grill Fridley located at 284 57<sup>th</sup> Avenue NE. The Manager of the establishment will be Craig D. Noah. The establishment has signed a lease agreement with ZCOF TL Fridley LLC for a ten year period.

Section 602.05 of the Fridley City Code requires a public hearing to be held to consider the approval of the on-sale 3.2% malt liquor license. The Notice of Public Hearing, as shown in Attachment 1, was mailed to the applicant and published in the Fridley SunFocus on June 3, 2016.

An outdoor patio will be available for food patrons only. Pancheros will be posting a sign stating that all 3.2% malt liquor must remain inside the establishment.

The Police Department has conducted a background investigation on the owner and manager and has found no reason to deny the application at this time.

Staff recommends the following actions:

1. A motion opening the public hearing on the on-sale 3.2% malt liquor license for Pancheros Mexican Grill Fridley.
2. A motion approving the on-sale 3.2% malt liquor license to Robert J. Thomson for Bolar LLC dba Pancheros Mexican Grill Fridley located at 284 57<sup>th</sup> Avenue NE and the liquor managerial license to Craig Noah.

**CITY OF FRIDLEY**  
**PUBLIC HEARING BEFORE THE**  
**CITY COUNCIL**  
(Legal Notice)

Notice is hereby given that the City Council of the City of Fridley will hold a public hearing at the City Municipal Center, 6431 University Avenue N.E. on Monday, June 13, 2016, at 7:00 p.m. on the question of issuing an on-sale 3.2% Malt Liquor License to Robert L. Thomson of Bolar LLC dba Pancheros Mexican Grill Fridley located at 284 57<sup>th</sup> Avenue NE, Fridley, Minnesota.

Hearing impaired persons planning to attend who need an interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at 572-3500 no later than June 8, 2016.

Anyone having an interest in this matter should make their interest known at this public hearing.

/s/ Debra A. Skogen, City Clerk

Published: June 3, 2016 in the Fridley SunFocus



## AGENDA ITEM CITY COUNCIL MEETING OF JUNE 13, 2016

To: Walter T. Wysopal, City Manager  
From: Debra A. Skogen, City Clerk  
Date: June 9, 2016  
Re: Second Reading of an Ordinance Amending Fridley City Code by Creating Chapter 609 Liquor Caterers Registration and Event Notification Permit; Amending Section 508.21.5 Allowing City Registered Caterers to Serve Alcoholic Beverages at Springbrook Nature Center; and Amending Section 11.10 Creating Fees for Registration of Caterers and Event Notification Permits.

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There was a lot of discussion about “Event Center’s” in the past two years. As properties became vacant or on the market for a long period of time, there were business, organizations or individuals that purchased some of these properties before inquiring about the zoning classification or uses permitted. As a result, there have been many inquiries about whether someone may obtain a liquor license or temporary liquor license, specifically for one site.

This ordinance defines an “event center” as, “an establishment that leases or rents space to public or private organizations or parties who contracts, or allows parties to contract, with a licensed liquor caterer licensed by the State to provide food and alcohol in the City at a site other than the premises for which the on-sale intoxicating liquor license is issued.” The City’s zoning code does not specifically define an “event center” but rather defines an assembly facility. Section 205.03.05 defines an assembly facility as, “a building or portion of a building used for events such as weddings, conferences, worship, or meetings.”

MN Statute Section 340A.404, Subd. 12, provides for a state caterer’s permit to be issued to licensed restaurants. This permit allows them to provide alcohol off-site incidental to the serving of food. Conditions of the permit requires caterers to notify the local police department in the city where the event is taking place and subjects them to all laws and ordinances governing the sale of intoxicating liquor in that city. Given that a city can regulate caterer’s, staff researched the issue and created an ordinance that would require the registration of state licensed caterers serving alcohol in the City and requiring event notification permits.

This ordinance requires state caterers who want to provide food and alcohol to any event held within the City to register with the City and submit an event notification permit. The ordinance defines the conditions of registration, the information required on an event notification permits,

provides for an appeal process should their registration be suspended or denied, and creates administrative offenses and fines for the required liquor compliance checks.

In addition to creating the registration and event notification permit, this ordinance amends Chapter 508 of the City Code by allowing a liquor caterer who is registered with the City to provide food, malt liquor, and wine to their guests for consumption in the Springbrook Nature Interpretive Building and/or adjacent outdoor designated space as part of an event.

During the first reading, held May 23, 2016, several changes were recommended by City Council. City staff and attorney have reviewed the suggested changes and have made the following recommended changes:

### **Section 609.03 – Conditions of Licensed Caterers**

1. The long paragraph has been changed into bullet points;
5. The language was changed to read: No sale of alcoholic beverages ~~shall occur~~ is permitted after 1:00 a.m.
8. The language was changed to read: If an event is to be held outside, the applicant shall ~~indicate how~~ define the premises to which the alcohol will be confined to a particular area.
10. The entire paragraph was removed and number 11 was changed to 10.

### **Section 609.07 – Administrative Offenses**

- 2.A. The words “a party” was changed to “an individual”.
6. The language was changed to read: Hearing Examiner. The position of hearing examiner is hereby created. At the discretion of ~~the~~ city manager ~~may, at his discretion~~ and with the approval of the Council, contract with third parties for the furnishing of all services of the hearing examiner as contained in this Section and set the rate of compensation therefore.
9. The language was changed to read: Failure to Pay. In the event an party individual employed by the caterer charged with an administrative penalty fails to pay the penalty, ~~if an the individual, the party~~ will be charged with the criminal offense; ~~if~~ a caterer fails to pay the penalty, the Council will suspend the registration issued to the caterer under this Chapter.

An additional request was for staff to review the words “does or will” in Section 609.06.2 under Denial, Suspension or Revocation of Registration. The language appeared to be somewhat confusing upon a quick reading. The idea of the language was to allow for present and future. After reviewing the language it was determined language was needed to clarify it would be a caterer’s registration that could be denied, suspended or revoked. Language was added allowing the Director of Public Safety to terminate an event for specific reasons. The changes made to this ordinance are:

#### **Section 609.04. EVENT NOTIFICATION PERMIT**

The word PERMIT was added to the title and the word “registered” was added to the first paragraph for clarification.

4. New language was added to provide for termination of an event for specific causes: “The Director of Public Safety or designee may terminate any permitted catered event that disturbs the peace, quiet or repose of surrounding residential or commercial areas or that results in disorderly behavior, noise, traffic, litter or parking problems at the event’s location or in the area near the event’s location.”

#### **Section 609.06. DENIAL, SUSPENSION OR REVOCATION OF REGISTRATION**

Insertion of the word “registered” was added to the first paragraph for further clarification as to what can be denied, suspended or revoked.

2. Substituting the words “does or will” with the word has and changing disurb to disturbed.
3. Substituting the words “does or will” with the word has and changing contribute to contributed.
4. Added the word “catered” for further clarification.

Staff recommends a motion holding the second reading of an Ordinance Amending the Fridley City Code by Creating Chapter 609 Liquor Caterers Registration and Event Notification Permit; Amending Chapter 508 Parks and Parkways, Section 508.21.5.D. Allowing City Registered Caterers to Serve Alcoholic Beverages at Springbrook Nature Center; and Chapter 11 General Provisions and Fees, Section 11.10. Fees, Creating Fees for Registration of Caterers and Event Notification Permits, as shown in Attachment 1.

**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE AMENDING FRIDLEY CITY CODE BY CREATING CHAPTER 609 LIQUOR CATERERS REGISTRATION AND EVENT NOTIFICATION PERMIT; AMENDING CHAPTER 508 PARKS AND PARKWAYS, SECTION 508.21.5.D., ALLOWING CITY REGISTERED CATERERS TO SERVE ALCOHOLIC BEVERAGES AT SPRINGBROOK NATURE CENTER; AND CHAPTER 11 GENERAL PROVISIONS AND FEES, SECTION 11.10. FEES, CREATING FEES FOR REGISTRATION OF CATERERS AND EVENT NOTIFICATION PERMITS**

The City Council of the City of Fridley hereby ordains the Fridley City Code be amended as follows:

**SECTION 1: That Fridley City Code is hereby amended by creating a new chapter of the City Code requiring registration of State licensed liquor caterer and events as follows:**

**FRIDLEY CITY CODE**

**CHAPTER 609. LIQUOR CATERER'S REGISTRATION AND EVENT NOTIFICATION**

**609.01. DEFINITIONS.**

The following definitions shall apply in the interpretation and application of this Chapter. The following words and terms, wherever they occur in this Chapter, are defined as follows:

1. **Liquor Caterer.** A brewpub or restaurant that holds both an on-sale intoxicating liquor license issued by any Minnesota municipality and a caterer's permit issued by the State of Minnesota that serves prepared meals and alcohol at an event at a site other than the premises for which the holder's on-sale intoxicating liquor license is issued.
2. **Liquor Catered Event.** A private social gathering whereby a public or private party contracts with a Caterer to provide food and alcohol in the City at a site other than the premises for which the on-sale intoxicating liquor license is issued.
3. **Event Center.** An event center is an establishment that leases or rents space to public or private organizations or parties who contracts, or allows parties to contract, with a licensed liquor caterer licensed by the State to provide food and alcohol in the City at a site other than the premises for which the on-sale intoxicating liquor license is issued.

**609.02. LIQUOR CATERER REGISTRATION**

The holder of a state caterer's permit issued under the provision of Minnesota Statutes Section 340A.404, subd. 12, shall register to operate under said caterer's permit in the City using a form provided by the city clerk. The form may contain the business name, address, phone, e-mail address, contact name and other information deemed necessary by the city clerk or public safety director. A caterer's registration must be approved by the public safety director, or designee. A liquor caterer shall be hereinafter referred to as "caterer".

The registration under this section shall expire on April 30<sup>th</sup> of each year.

#### 609.03. CONDITIONS OF REGISTERED LIQUOR CATERER

Events that are catered in the City in accordance with Minnesota Statutes 340A.404(12) and this chapter of the City code shall comply with the following conditions:

1. A caterer shall keep a record of each event they provide services for in the City. The record shall contain:
  - A. the contract;
  - B. information about each event as required by the event notification; and
  - C. the gross amount of food and liquor sales showing that the sale of intoxicating liquor was incidental to the sale of food.

The records shall be made available to authorized city staff upon request.

2. A caterer shall staff the event with at least one employee from the original licensed establishment.
3. All servers of alcohol at a catered event shall be at least eighteen (18) years of age and employees of the licensed establishment.
4. A caterer shall complete an “Event Notification Permit” at least ten (10) business days before the event.
5. No sale of alcoholic beverages ~~shall occur~~ is permitted after 1:00 a.m.
6. The property owner shall give consent to a caterer to submit to and facilitate any site inspections by police, fire or the regulatory agency for the enforcement of the registration or the event.
7. Both state license and city registration permit must be available for display upon request of any law enforcement officer or investigator.
8. If an event is to be held outside, the applicant shall ~~indicate how~~ define the premises to which the alcohol will be confined to a particular area.
9. The caterer shall maintain adequate security for all its catered events in the City. The caterer may coordinate security with the host facility.
- ~~10. The City may by resolution establish a list of premises for which a caterer may not provide services at an event without explicit approval of the city council.~~

~~410~~ 10. Holders of a caterers permit licensed under this Chapter shall comply with all provisions of the Minnesota Statutes, ordinances and rules governing the retail sales of alcoholic beverages.

#### 609.04. EVENT NOTIFICATION PERMIT

1. A registered caterer shall submit an event notification permit for each event at least ten (10) business days prior to the event. Each event permit must be approved by the public safety director or designee.
2. The event notification permit form may contain information deemed necessary by the city clerk or public safety director including but not limited to the following:
  - A. The name of the event;
  - B. The location of the event;
  - C. The time and date of the event;
  - D. The event contact name and phone number;
  - E. The estimated number of guests;
  - F. The type of liquor to be served; and
  - G. The estimated gross food to liquor sales.
3. No single location in the City shall have a single catered event lasting more than three (3) consecutive days, unless the permit is issued in connection with a civic event or community festival.
4. The Director of Public Safety or designee may terminate any permitted catered event that disturbs the peace, quiet or repose of surrounding residential or commercial areas or that results in disorderly behavior, noise, traffic, litter or parking problems at the event's location or in the area near the event's location.

#### 609.05. FEES

The annual fee for the caterer registration and event notification permit shall be listed in Section 11.10 of this Code.

#### 609.06. DENIAL, SUSPENSION OR REVOCATION OF REGISTRATION

A caterer's application for registration may be denied or a caterer's registration may be suspended or revoked without a refund for any of the following reason:

1. Any violations of the provisions set forth in this chapter of the City Code or Minnesota Statutes Chapter 340A by the registrant, its employees, agents or servants. Such violations occurring on the premises being catered shall be just cause and subject them to civil, criminal or administrative action.

2. The operation of an event ~~does or will~~ has unreasonably disturbeded the peace, quiet or repose of surrounding residential or commercial areas~~;~~;
3. The operation of an event ~~does or will~~ has contributedd to crime, disorderly behavior, noise, traffic, litter or parking problems in the area near the event's location~~;~~;
4. Registrant's refusal to supply its records, books of account, and contract pertaining to ~~a~~ catered event set forth in this section~~;~~;
5. Failure to maintain adequate security for its catered event in the City~~;~~;
6. Failure to register as a caterer with the City or provide information on a catered event~~;~~ ~~or~~
7. Any other good cause related to the operation of the business or venue.

#### 609.07. ADMINISTRATIVE OFFENSES

1. Administrative Civil Penalties: Administrative offense procedures established pursuant to this chapter are intended to provide the public and the City with an informal, cost effective, and practical alternative to traditional criminal charges for violations of this ordinance. The procedures are intended to be voluntary on the part of those who have been charged with administrative offenses.
2. Every caterer shall be responsible for the conduct of its employees while off-site of their licensed premises and any sale or other disposition of any intoxicating liquor, 3.2% malt liquor, beer or wine by an employee to any person under twenty-one (21) years of age shall be considered an act of the caterer for purposes of imposing an administrative penalty, license suspension, or revocation.
  - A. Individual. At any time prior to the payment of the administrative penalty as is provided for hereafter, the individual may withdraw from participation in the procedures in which event the City may bring criminal charges in accordance with law. Likewise, the City, at its discretion, may bring criminal charges in the first instance. In the event ~~a party~~ an individual participates in the administrative offense procedures but does not pay the monetary penalty which may be imposed, the City will seek to collect the costs of the administrative offense procedures as part of a subsequent criminal sentence in the event the party is charged and is adjudicated guilty of the criminal violation.
  - B. Caterer. At any time prior to the payment of the administrative penalty as is provided for hereafter, the caterer may withdraw from participation in the procedures in which event the City may permanently revoke the registration issued to the caterer under this Chapter in accordance with law. Likewise, the City, in its discretion, may revoke the registration issued to the caterer under this Chapter in the first instance. In the event a caterer participates in the administrative offense procedures but does not pay the monetary

penalty which may be imposed, the City will suspend the registration issued to the caterer under this Chapter in accordance with section 603.26.B of this ordinance.

3. Notice. Any officer of the City's police department shall, upon determining there has been a violation, notify the violator of the violation. Said notice shall set forth the nature, date and time of violation, the name of the officer issuing the notice and the amount of the scheduled penalty. In addition, said notice of violation shall be sent to the municipality who issued the liquor license to the caterer.
4. Payment. Once such notice is given, the alleged violator may, within twenty (20) days of the time of issuance of the notice, pay the amount set forth on the notice, or may request a hearing in writing, as provided for hereafter. The penalty may be paid in person or by mail, and payment shall be deemed to be an admission of the violation.
5. Hearing. Any person contesting an administrative offense pursuant to this Chapter may request a hearing before the hearing examiner. Such request shall be filed in writing with the office of the public safety director within twenty (20) days of the offense. The public safety director shall notify the hearing examiner, who will notify the person contesting and the licensee of the date, time, and place of hearing. The hearing shall be conducted no more than twenty (20) days after the hearing examiner receives notice of the request, unless a later date is mutually agreed to by the hearing examiner, the caterer, the person contesting and the City. Within ten (10) days after such hearing, the hearing examiner shall affirm, repeal, or modify the charge against the caterer or the person contesting. Any person aggrieved by the decision of the hearing examiner may appeal with the public safety director within twenty (20) days of receiving notice of the hearing examiner's decision. At its next available regular meeting following the filing of a notice of appeal, the Council shall review the decision and findings of fact of the hearing examiner and shall affirm, repeal or modify that decision.
6. Hearing Examiner. The position of hearing examiner is hereby created. At the discretion of the city manager ~~may, at his discretion~~ and with the approval of the Council, contract with third parties for the furnishing of all services of the hearing examiner as contained in this Section and set the rate of compensation therefore.
7. Qualifications. The hearing examiner shall be an individual trained in law; however, it shall not be required that the hearing examiner be currently licensed to practice law in the State of Minnesota.
8. Duties: The hearing examiner shall have the following duties:
  - A. Set dates and hear all contested cases.
  - B. Take testimony from all interested parties.
  - C. Make a complete record of all proceedings including findings of fact and conclusions of law.
  - D. Affirm, repeal or modify the penalty assessed.

9. Failure to Pay. In the event ~~an party individual employed by the caterer~~ charged with an administrative penalty fails to pay the penalty, ~~if an the individual, the party~~ will be charged with the criminal offense; ~~If~~ a caterer fails to pay the penalty, the Council will suspend the registration issued to the caterer under this Chapter.

10. Disposition of Penalties. All penalties collected pursuant to this Chapter shall be paid to the City's treasurer and will be deposited in the City's general fund.

#### 609.08. VIOLATIONS

1. Administrative Civil Penalties: Individuals. Any person in the employ of a licensee who sells any intoxicating liquor, 3.2% malt liquor, beer or wine to a person under the age of twenty-one (21) years is subject to an administrative penalty; and any person under the age of twenty-one (21) years who attempts to purchase any intoxicating liquor, 3.2% malt liquor, beer or wine from a licensee is subject to an administrative penalty. The administrative penalties are as follows:

**First violation.** The penalty for the first violation is \$250.00.

**Second violation within 12 months.** The penalty for the second violation is \$500.00.

**Third violation within 12 months.** The penalty for the third violation is \$750.00.

2. Administrative Civil Penalties; Caterer. If a caterer or an employee of a caterer is found to have sold any intoxicating liquor, 3.2% malt liquor, beer or wine to a person under the age of twenty-one (21) years, the caterer shall be subject to an administrative penalty as follows:

**First violation.** The penalty for the first violation is \$500.00. If the fine is not paid within 20 days the City may suspend the registration issued to the caterer under this Chapter for a period not to exceed 10 days

**Second violation within 12 months.** The penalty for the second violation is \$1000.00. If the fine is not paid within 20 days the City may suspend the registration issued to the caterer under this Chapter for a period not to exceed 30 days.

**Third violation within 12 months.** The city may permanently revoke the registration issued to the caterer under this Chapter.

3. Defense. It is a defense to the charge of selling intoxicating liquor, 3.2% malt liquor, beer or wine to a person under the age of twenty-one (21) years, that the licensee or individual, in making the sale, reasonably and in good faith relied upon representation of proof of age described in State Statute Section 340A.503. subdivision 6, paragraph (a).

4. Exemption. A person, no younger than 18 and no older than 20, may be enlisted to assist in the tests of compliance. The person shall at all times act only under the direct supervision of a law enforcement officer or an employee of the licensing department, or in conjunction with a compliance check effort that has been pre-approved by the Fridley Police department. A person who purchases or attempts to purchase intoxicating liquor, 3.2% malt liquor, beer or wine while in this capacity is exempt from the penalties imposed by subdivision A above.

5. Revocation. The City Council has the authority to revoke any registration as noted in Section 11.09 of this Code.

#### 609.9. PENALTIES

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

**SECTION 2: That Section 508.21.5 of the Fridley City Code is hereby amended to allow State licensed liquor caterers and their events at Springbrook Nature Center or as follows:**

### CHAPTER 508. PARKS AND PARKWAYS

#### Section 508.21 ALCOHOLIC BEVERAGE

5. Notwithstanding any laws to the contrary, malt liquor and wine may be sold and or consumed for receptions or social events within the Springbrook Nature Center Interpretive Building and or in an adjacent outdoor designated space allowed only by written agreement with the City under the following conditions (Ref 1293):

A. Pursuant to a temporary on-sale intoxicating liquor license.

B. Pursuant to a temporary on-sale 3.2% malt liquor license.

C. Pursuant to a temporary consumption and display permit.

D. A private or public party may contract with the holder of a State's caterer's permit a liquor caterer licensed by the State of Minnesota under Minnesota Statute 340A.404(12) and registered with the City, as required in Chapter 609 of this Code. The liquor caterer may provide food, malt liquor, and wine to their guests for consumption in the Springbrook Nature Interpretive Building and/or adjacent outdoor designated space as part of a social event.

E. The holder of a City retail on-sale intoxicating liquor license may dispense malt liquor and wine off the licensed premises at any convention, banquet, conference, meeting, or social affair conducted on the premises of the Springbrook Nature Center without obtaining a state caterers license required by Minnesota Statute 340A.404(12); however, the licensee is prohibited from dispensing malt liquor or wine to any person attending or participating in a youth amateur athletic event being held on the premises. A youth amateur athletic event, for the purposes of this section, is defined as an event whose participants are 18 years of age and younger.

**SECTION 3: That Section 11.10 of the Fridley City Code is hereby amended to set the fees for state licensed liquor caterers:**

Chapter 11. GENERAL PROVISIONS AND FEES

Section 11.10. FEES

CODE	SUBJECT	FEE
609	Liquor, Caterer	
	Caterer Registration	\$100
	Event Notification Permit	\$25/Event

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 13<sup>TH</sup> DAY OF JUNE 2016.

\_\_\_\_\_  
Scott J. Lund, Mayor

ATTEST

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Debra A. Skogen, City Clerk

First Reading: May 23, 2016  
Second Reading: June 13, 2016  
Publication:



## CITY COUNCIL MEETING OF JUNE 13, 2016

To: Walter T. Wysopal, City Manager  
From: Debra A. Skogen, City Clerk  
Date: May 27, 2016  
Re: Second Reading of Two Ordinances:

1. An Ordinance Creating Chapter 610 of the Fridley City Code Entitled Liquor Manufacturers and Amending Chapter 11 Establishing Fees; and
2. An Ordinance Amending Chapters 603, 602 and 606 to Allow for Brew Pubs and Amending the Hours of Operation

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Due to the increasing popularity of craft beers and microdistilleries, City staff began researching how they could be incorporated into the City Code. After reviewing the State Statutes, other municipal codes, attending seminars, discussing the Statutes with the Minnesota Alcohol and Gambling Division, and final review of the City Attorney, staff provided the information to the City Council for their feedback. The final details of the hours of operation and fees were reviewed and discussed during the May 9, 2016, Council work session and the first reading was held on May 23, 2016.

Chapter 610 is an ordinance creating a new chapter of the City Code allowing the City to issue breweries or distilleries a “taproom”, “brew pub” or “Cocktail room” license for the on-sale of their product on their premises. This code also would allow for the brewer to have an off-sale license to allow for the sale of their product in a specific type of container, most commonly known as a “Growler”; or to a Microdistillery for on-sale in a “cocktail room” license or off-sale in a specific type and size of container.

Under Minnesota law, “brew pubs” can only operate as a restaurant; however, they have the ability to sell the malt liquor they produce on-sale to individuals to consume on the premises or off-sale in a “growler” for individuals to take off of the premises. To allow for a “brew pub” an additional ordinance was drafted to amended Chapter 603 of the City Code.

After discussing the hours of operation, City staff reviewed the City Code and made additional amendments to Chapter 602 for 3.2% Malt Liquor and 606 for Clubs. As the City may be more restrictive, it is recommended off-sales be limited to the hours of the Municipal Liquor stores, with the exception of the “growlers”, which may also be sold on Sundays between the hours of 8 am and 10 pm.

During the first reading a question arose whether there are any limits on the number of taproom licenses that a brewer can possess. Pursuant to Minn. Stat. 340A.26, Subd. 1(b), a brewer may only have one taproom license and may not have an ownership interest in a brew pub.

Staff recommends the following motions:

1. Hold the second reading of an Ordinance Creating a New Chapter of the Fridley City Code, Chapter 610 Liquor Manufacturers and Amending Chapter 11 of the City Code by Establishing Fees, as shown in Attachment 1; and
2. Hold the second reading of an Ordinance Amending Chapter 603 of the Fridley City Code Entitled Intoxicating Liquor to Allow for Brew Pubs and Amend the Hours of Operation; Chapter 602, Section 602.09, and Chapter 606, Section 606.11 Amending the Hours of Operation, as shown in Attachment 2.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE CREATING A NEW CHAPTER OF THE FRIDLEY CITY CODE,  
CHAPTER 610 LIQUOR MANUFACTURERS AND AMENDING CHAPTER 11 OF  
THE CITY CODE BY ESTABLISHING FEES**

The Fridley City Council hereby finds after review, examination and recommendation of staff that Fridley City Code related to liquor manufacturers and fees be hereby created, amended and ordained as follows:

**SECTION 1: That Fridley City Code, Chapter 610. Liquor Manufacturers be hereby created as follows:**

**CHAPTER 610. LIQUOR MANUFACTURERS**

**610.01 STATE LAW ADOPTED**

The provisions of Minnesota Statutes Chapter 340A, commonly known as the Liquor Act, are adopted and made part of this Chapter as if set out in full. Whenever there is an inconsistency between the provisions of Minnesota Statutes Chapter 340A and the provisions of this Chapter, the more restrictive provision shall govern, where allowed by State law.

**610.02 DEFINITIONS**

The following definitions shall apply in the interpretation and application of this Chapter and the following words and terms, wherever they occur in this Chapter, are defined as follows:

1. Brew Pub. A “brew pub” is a brewer who holds a municipal retail on- or off-sale license in conjunction with a restaurant and who manufacturers fewer than 3,500 barrels of malt liquor in a year, at any one or more licensed premises as permitted in Minnesota Statutes 340A.24.
2. Brewer. A “brewer” is a person who manufacturers malt liquor for sale and holds a Brewers License issued by the State of Minnesota.
3. Brewer Taproom. “Brewer taproom” is a facility on or adjacent to the licensed brewery which allows for the on- or off-sale of malt liquor produced by the brewer.
4. Commissioner. “Commissioner” is the Commissioner of the Minnesota Department of Publication Safety.
5. Distilled Spirits. “Distilled spirits” is ethyl alcohol, hydrated oxide of ethyl, spirits of wine, whiskey, rum, brandy, gin, and other distilled spirits, including all dilutions and mixtures thereof, for non-industrial use.
6. 3.2% Malt Liquor. “3.2% malt liquor” is malt liquor containing not less than one-half of one percent alcohol by volume and no more than 3.2 percent alcohol by weight.

7. Malt Liquor. “Malt liquor” is any beer, ale, or other beverage made from malt by fermentation and containing not less than one-half of one percent alcohol by volume.
8. Manufacturer. “Manufacturer” is a person who, by a process of manufacture, fermenting, brewing distilling, refining, rectifying, blending or by the combination of different materials prepares or produces intoxicating liquor for sale.
9. Microdistillery. “Microdistillery” is a distillery operated within the state producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year.
10. Microdistillery Cocktail Room. “Microdistillery cocktail room” is a facility on or adjacent to the licensed distillery which allows for the on- or off-sale of distilled liquor produced by the distiller.
11. Off-sale. “Off-sale” is the sale of alcoholic beverages manufactured on site in original packages for consumption off the licensed premises only.
12. On-sale. “On-sale” is the retail sale of alcoholic beverages manufactured on site for consumption on the licensed premises.
13. Original Package. “Original Package” is a container or receptacle holding alcoholic beverages which is sealed, capped or corked by a manufacturer on the licensed premises.

### **610.03. LICENSE REQUIRED**

No manufacturer may directly or indirectly manufacture malt liquor or intoxicating liquor without first obtaining zoning approval from the City. After the manufacturer has obtained approval from the City, they must then obtain the appropriate state and federal licenses or permits to operate as a manufacturer as defined in Minnesota Statutes Section 340A.301.

No manufacturer, to the extent authorized under Minnesota state law, shall directly or indirectly operate a brewer taproom or microdistillery cocktail room without having obtained a City license to do so as provided for in this Chapter.

No single entity may hold both a microdistillery cocktail room and brewer taproom license.

A microdistillery cocktail room and brewer taproom may not be co-located within a single entity.

The following licenses shall be issued by the City to manufacturers:

1. Brewery Retail Liquor License.

A brewer licensed under Minnesota Statute 340A.301 may be issued an on-sale brewer taproom license, a small brewer off-sale license, or a brew pub off-sale license for the sale of malt liquor

produced and packaged on the licensed premises which may also be sold to other bars, restaurants and off-sale liquor stores if permitted by State law and issued a license by the State.

A. Brewer Taproom on-sale license.

- (1) A brewer taproom On-sale License authorizing the on-sale of malt liquor produced by the brewer for consumption on the premises or adjacent to one brewery location owned by the brewer may be approved by the City Council under Minnesota Statute Section 340A.26.
- (2) A brewer may only have one brewer taproom license for malt liquor produced by the brewer and may not have an ownership interest in a brew pub.
- (3) A brewer tap room license may not be issued to a brewer if the brewer seeking the license, or any person having an economic interest in the brewer seeking the license or exercising control over the brewer seeking the license, is a brewer that brews more than 250,000 barrels of malt liquor annually.
- (4) Once the brewer taproom license is approved by the City Council, the city clerk shall, within ten days of the issuance of the license, inform the Commissioner of the licensee's name, address, trade name and effective date and expiration date of the license. The City shall also inform the Commissioner of a license cancellation, suspension or revocation during the license period.
- (5) The brewer taproom on-sale of malt liquor produced by the brewer shall be limited to the legal hours for on-sale malt liquor in the City. No sale of malt liquor on-sale shall be made:
  - (a) between the hours of 1:00 am and 8:00 a.m. on the days of Monday through Saturday, nor between 1:00 am and 8:00 a.m. on Sunday.
  - (b) between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without the Holiday Endorsement as defined in Section 602.09 and 603.11 of the City Code.
  - (c) Between the hours of 1 am and 2 am on the days of Monday through Sunday without the Late Night Endorsement as defined in Section 602.09 and 603.11 of the City Code.
- (6) The sale of malt liquor produced by the brewer shall be limited to the brewer taproom and may not be taken outdoors unless a Patio Endorsement, defined in Section 610.14 of this Code, has been obtained.

B. Small Brewer Off-Sale License

- (1) A Small Brewer Off-Sale License authorizing the sale of malt liquor produced and packaged by the brewer for consumption off the premises may be approved by the City Council.

- (2) A brewer may only have one small brewer license for malt liquor produced and packaged by the brewer.
- (3) The amount of malt liquor produced and packed by the brewer and sold off-sale may not exceed 500 barrels annually.
- (4) The malt liquor produced and packaged by the brewer and sold off-sale must be removed from the premises before the applicable off-sale closing time in the City.
- (5) The packaging of malt liquor produced by the brewer for off-sale must comply with Minnesota Statute Section 340A.285.
- (6) A license may not be issued to a small brewer if the brewer seeking the license, or any person having an economic interest in the brewer seeking the license or exercising control over the brewer seeking the license, is a brewer that brews more than 20,000 barrels of its own brands of malt liquor annually.
- (7) Once the license is approved by the City Council, the city clerk shall, within ten days of the issuance of the license, inform the Commissioner of the licensee's name, address, trade name and effective date and expiration date of the license. The City shall also inform the Commissioner of a license cancellation, suspension or revocation during the license period.
- (8) The off-sale of malt liquor produced and packaged by the brewer shall be limited to the legal hours for off-sale malt liquor in the City. No sale of malt liquor off-sale, except as allowed in Minnesota Statute Section 240A.28, shall be made:
  - (a) between the hours of 10:00 pm and 8:00 a.m. on the days of Monday through Sunday.
  - (b) between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without a Holiday Endorsement as defined in Section 602.09 and 603.11 of the City Code.

#### C. Brew Pub Off-Sale License

- (1) A brew pub that holds an on-sale license issued under Fridley City Code Section 603.02 may hold a license for the off-sale of malt liquor produced and packaged on the brew pubs licensed premises if approved by the City Council.
- (2) The malt liquor produced and packaged by the brewer and sold off-sale by the brew pub must not be consumed onsite and must be removed from the premises before the applicable off-sale closing time in the City.
- (3) The packaging of malt liquor produced by the brewer on the licensed premises for off-sale by the brew pub must comply with Minnesota Statute Section 340A.285.

- (4) A brew pub's total retail sales at on- or off-sale under this section may not exceed 3,500 barrels annually, provided off-sales may not total more than 500 barrels annually.
- (5) A brew pub licensed under this section to sell malt liquor off-sale may not be licensed as an importer under Minnesota Statutes Section 340A.302.
- (6) Once the brew pub off-sale license is approved by the City Council, the city clerk shall, within ten days of the issuance of the license, inform the Commissioner of the licensee's name, address, trade name and effective date and expiration date of the license. The City shall also inform the Commissioner of a license cancellation, suspension or revocation during the license period.
- (7) The off-sale of malt liquor produced and packaged on the brew pub's licensed premise shall be limited to the legal hours for off-sale malt liquor at exclusive liquor stores within the City. No sale of malt liquor off-sale, except as allowed in Minnesota Statute Section 340A.24, shall be made:
  - (a) between the hours of 10:00 pm and 8:00 a.m. on the days of Monday through Sunday.
  - (b) between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without a Holiday Endorsement as defined in Section 602.09 and 603.11 of the City Code.

## 2. Microdistillery Retail License

A microdistillery licensed under Minnesota Statute Section 340A.301 may be issued an on-sale cocktail room license and an off-sale license for the sale of intoxicating liquor produced and packaged on the licensed premises. The intoxicating liquor produced and packaged on the licensed premises may also be sold to other bars, restaurants and off-sale liquor stores if permitted by State law and issued a license by the Commissioner.

### A. On-Sale Microdistillery Cocktail Room License

- (1) A microdistillery cocktail room license authorizing the on-sale of intoxicating liquor produced by the microdistillery for consumption on the premises or adjacent to one distillery location owned by the distiller may be approved by the City Council under Minnesota Statute Section 340A.26.
- (2) A microdistillery may only have one microdistillery cocktail room license and may not have an ownership interest in a distillery licensed under Minnesota Statute Section 340A.301.
- (3) No license may be issued if the microdistiller seeking the microdistillery cocktail room license or exercising control over the microdistillery seeking the license is a

microdistiller that produces more than 40,000 proof gallons of premium, distilled spirits annually.

- (4) Once the microdistillery cocktail room license is approved by the City Council, the city clerk shall, within ten days of the issuance of the license, inform the commissioner of the licensee's name, address, trade name and effective date and expiration date of the license. The city clerk shall also inform the state of a license cancellation, suspension or revocation during the license period.
- (5) The on-sale of intoxicating liquor produced and packaged by the microdistillery for consumption on the licensed premises shall be limited to the legal hours for on-sale intoxicating liquor in the City. No on-sale of intoxicating liquor shall be made:
  - (a) between the hours of 1:00 a.m. and 8:00 a.m. on the days of Monday through Saturday;
  - (b) after 1:00 a.m. on Sundays unless the licensee is considered a restaurant with a seating capacity for at least 30 persons and which holds a Sunday on-sale license authorizing them to sell intoxicating liquor for consumption on the premises in conjunction with the sale of food between the hours of 8:00 a.m. on Sundays and 1:00 a.m. on Mondays;
  - (c) between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without a Holiday Endorsement as defined in Section 603.11 of the City Code.
  - (d) Notwithstanding the foregoing, the sale of intoxicating liquor for consumption may occur on a licensed premise between the hours of 1:00 a.m. and 2:00 a.m. if the licensee has been granted by the city a Late Night License Endorsement for that license as defined in Section 603.11 of the City Code.
- (6) The on-sale of intoxicating liquor produced by the microdistillery shall be limited to the microdistillery cocktail room and may not be taken outdoors unless a Patio Endorsement, defined in Section 610.14 of this Code, has been obtained.

#### B. Microdistillery Off-Sale License

- (1) A microdistillery off-sale license authorizing the sale of intoxicating liquor produced and packaged by the distiller for consumption off the premises may be approved by the City Council.
- (2) A distiller may only have one microdistillery license for intoxicating liquor produced and packaged by the distiller.
- (3) The intoxicating liquor produced and packaged by the distiller and sold off-sale must be removed from the premises before the applicable off-sale closing time in the City.
- (4) The license may allow the sale of one 375 milliliter bottle per customer per day of product manufactured on-site. No brand may be sold at the microdistillery unless it is also available for distribution by wholesalers.

- (5) Once the microdistillery off-sale license is approved by the City Council, the city clerk shall, within ten days of the issuance of the license, inform the Commissioner of the licensee's name, address, trade name and effective date and expiration date of the license. The City shall also inform the Commissioner of a license cancellation, suspension or revocation during the license period.
- (6) The microdistillery may not sell intoxicating liquor off-sale:
  - (a) on Sundays;
  - (b) before 8:00 am or after 10 pm on Monday through Saturday
  - (c) on Thanksgiving Day
  - (d) after 8 pm on Christmas Eve, December 24; or
  - (e) on Christmas Day, December 25;

#### **610.04. APPLICATION**

Every application for a license from a manufacturer to sell malt liquor or intoxicating liquor off- or on-sale shall be filed with the City Clerk. In addition to the information which may be required by the Commissioner, the application shall contain the following information:

1. Whether the applicant is a person, corporation, partnership, or other form of organization.
2. The type of license the applicant seeks.
3. Individual Information:
  - A. True name, place and date of birth, and home address.
  - B. Whether the applicant has ever used, or been known by, a name other than the applicant's true name and, if so, what was such name(s) or aliases, and the information concerning dates and places where used.
  - C. The name of the business if it is to be conducted under a designation other than the full individual name of the applicant. If it is a different designation, a copy of the certification, as required by Minnesota Statutes Chapter 333, certified by the Secretary of State, shall be attached to the application.
  - D. Whether the applicant is married or single. If married, true name, place and date of birth, and home address of applicant's present spouse.
  - E. Whether applicant and present spouse are registered voters and, if so, where.
  - F. Home addresses at which applicant and present spouse have lived during the preceding ten (10) years.

- G. Kind, name and location of every business, or occupation, applicant or present spouse have been engaged in during the preceding ten (10) years.
- H. Names and addresses of applicant's and spouse's employers and partners, if any, for the preceding ten (10) years.
- I. Whether applicant or spouse, or a parent, brother, sister, or child of either of them has ever been convicted of any felony, crime or violation of any ordinance, other than traffic. If so, the applicant shall furnish information as to the time, place and offense for which convictions were had and to whom.
- J. Whether applicant or spouse, or a parent, brother, sister, or child of either of them is or has ever been engaged as an employee or in owning and operating a hotel, restaurant, cafe, tavern or other business of a similar nature. If so, applicant shall furnish information as to the date, place and length of time.
- K. Whether applicant has ever been in military service. Applicant shall specify the date and type of discharge.

4. Partnership Information:

- A. The names and home addresses of all partners.
- B. All information concerning each partner as is required of a single applicant in Section 610.04.3 above.
- C. A managing partner, or partners, shall be designated.
- D. The interest of each partner in the business shall be disclosed.
- E. A true copy of the partnership agreement shall be submitted with the application.
- F. If the partnership is required to file a certificate as to a trade name under the provisions of Chapter 333, Minnesota Statutes, a copy of such certificate certified by the Secretary of State shall be attached to the application.

5. Corporation or Other Organization Information:

- A. Name of corporation and trade name.
- B. If incorporated, date and state of incorporation.
- C. A true copy of:
  - (1) the Corporation's Certificate of Incorporation;
  - (2) Articles of Incorporation or Association Agreement;
  - (3) By-laws; and

- (4) If a foreign corporation, a Certificate of Authority as described in Minnesota Statutes Chapter 303.
- D. The name of the manager or proprietor or other agent in charge of the premises to be licensed along with all of the information about said individual as is required of a single applicant in Section 610.04.3 above.
- E. Notwithstanding the definition of interest as given in Section 610.04, the application shall contain a list of all persons who, singly or together with their spouse, or a parent, brother, sister or child or either of them, own or control an interest in said corporation or association in excess of 5% or who are officers of said corporation or association, together with their addresses and all information as is required of a single applicant in Section 610.04.3 above.
7. The street address where the sale of malt liquor or intoxicating liquors is to be conducted and a floor plan of the room where liquor is to be sold or consumed showing the seating area and the number of persons intended to be seated in the room.
8. A copy of the state and federal permits showing in what name the permit was issued and the nature of the permit.
9. The amount of the investment that the applicant has in the business, building, premises, fixtures, furniture, stock in trade, etc., and proof of the source of such money.
10. The names and addresses of all persons, other than the applicant, who have any financial interest in:
- (a) the business; the buildings; premises; fixtures; and furniture;
  - (b) stock in trade and the nature of such interest;
  - (c) the amount of financial interest thereof; and
  - (d) the terms for payment or other reimbursement.
- This shall include, but not be limited to, any lessees, lessors, mortgagees, lenders, lienholders, trustees, trustors, and persons who have co-signed notes or otherwise loaned, pledged, or extended security for any indebtedness of the applicant.
11. The names, residences and business addresses of three (3) persons of good moral character, not related to the applicant or financially interested in the premises or business, who may be referred to as to the applicant's character or, in the case where information is required of a manager, the manager's character.
12. Documentation showing all real estate, special assessments, utility payments, and personal property taxes for the premises to be licensed which are due and payable have been paid.

#### **610.05. EXECUTION OF APPLICATION**

1. If the application is from an individual, it shall be signed and sworn to by such individual.

2. If the applicant is from a corporation, it shall be signed and sworn to by an officer of that corporation.
3. If the application is from a partnership, the application shall be signed and sworn to by one of the partners thereof. The application, license and insurance policy shall be made and issued in the name of all partners.
4. If the application is from an unincorporated association, the application shall be signed and sworn to by the manager or managing officer thereof.

#### **610.06. MANAGERIAL LICENSE**

1. No person shall work as a manager of a premises licensed under this Chapter, and no licensee shall permit any such person to be so employed, unless such person, within seven (7) days after first being so employed, shall apply for a license to engage in such business. No persons may be so employed for any length of time if their license is denied or revoked.
2. An application for such license shall be filed with the City Clerk upon forms provided by the City and such application shall be verified under oath and shall contain the following information:
  - A. The names and addresses of two (2) residents who have known the applicant for a period of two (2) years and who will vouch for the sobriety, honesty, and general good character of the applicant.
  - B. A concise history of the applicant's previous employment.
  - A. The record, if any, of arrests and of convictions for crimes and misdemeanors other than traffic offenses.
3. The annual license fee and expiration date shall be provided in Chapter 11 of this Code. Application for renewal of an existing license shall be made at least 15 days prior to the date of the expiration of the license on such form as the City Council may approve.
4. The application shall be referred to the Police Department which shall investigate the facts set forth in the application and make a written report thereon at the earliest practicable time. If the Police Department recommends that such person be licensed, the City Clerk shall issue the license forthwith. If the Police Department makes a recommendation that the license not be issued, the applicant, upon request, shall be entitled to a hearing before the City Council and may offer evidence to prove the license should be issued.
5. No persons shall be issued a license if it appears that they had committed an act which is a willful violation of Minnesota Statutes Chapter 340A.

6. Any license issued hereunder may be revoked for any violation of this Chapter or of Minnesota Statutes Chapter 340A or for conviction of any crime or misdemeanor involving moral turpitude.

### **610.07. GRANTING OF LICENSES**

#### 1. Initial Licenses

- A. Upon receipt of a completed application and fee, the city clerk shall forward the application to the public safety director, or designee, for verification and investigation of the facts set forth in the application. The public safety director or designee shall complete such investigation and make a written recommendation and report to the city clerk. The report shall include a list of all violations of any federal, state or municipal law.
- B. After receipt of the written report, the city clerk shall forward the application to the fire department and building inspections department for their review and comment.
- C. Within twenty (20) days after the receipt of the public safety director's written report, the city clerk shall cause to be published a Notice of Public Hearing regarding the license application in the official newspaper at least ten (10) days in advance of the public hearing. The Notice shall include the date, time and place of the public hearing, the name of the applicant, the address of the premises to be licensed, and the nature of the business. The city clerk shall prepare a written report to the city council for the public hearing which shall include the director's report and any comments the fire and building inspections departments may have.
- D. At the time of the public hearing, opportunity shall be given to any person to be heard for or against the granting of the license. If additional information is required, the city council may continue the public hearing as it may deem advisable, within a reasonable amount of time. The city council may thereafter grant or deny the application in its discretion.
- E. The city clerk shall, within ten (10) days after the issuance of any license under this Chapter, submit the required documentation to the Commissioner. The city clerk shall also submit to the Commissioner any change of address, cancellation or revocation of any license by the City Council during the license period.
- F. Each license is issued to the applicant at the premises described in the application. No license may be transferred to another person, partnership, or corporation, or to any other location.
- G. Where a license is granted to a premise where the building is under construction or otherwise not ready for occupancy, the city clerk shall not issue the license until a Certificate of Occupancy has been issued. The building inspection department shall

notify the city clerk that the Certificate of Occupancy has been issued and the building is ready for occupancy.

## 2. Renewal Licenses

- A. Applications for the renewal of an existing malt liquor or intoxicating liquor license shall be made at least 60 days prior to the date of the expiration of the license and shall be made in an abbreviated form. If, in the judgment of the city council, good and sufficient cause is shown by an applicant for their failure to file for a renewal within the time provided, the city council may, if the other provisions of this Chapter are complied with, grant the application. A review shall be made of all facts set out in the application. The city council shall grant or refuse the application at its discretion.
- B. Each license holder shall be given written notice, by mail, at least ten (10) days but not more than thirty (30) days before the city council acts upon their license renewal. This notice shall be in a form as designated by the city clerk and shall specify the date and time when the renewal application will be considered by the city council. The license holder shall be permitted an opportunity to address the city council on its license renewal application.

### **610.08. LICENSE FEES.**

- 1. Fees. The annual license fees and initial investigation fee shall be as provided in Chapter 11 of this Code.
- 2. Payment Required. All fees shall be paid in full at the time of the application. Upon denial or rejection of any application for a license, the license fee shall be refunded in full for the amount paid, with the exception of the investigative fee.
- 3. Expiration; Pro Rata Fees. Every license shall expire on the last day of April of each year. Each license shall be issued for a period of one (1) year, except that if a portion of the license year has elapsed when the license is granted, the license shall be issued for the remainder of the year at a pro rata fee. In computing such fee, any unexpired fraction of a month shall be counted as one (1) month.
- 4. When the license is for premises where the building is not ready for occupancy, the time fixed for computation of the license fee for the initial license period shall be ninety (90) days after approval of the license by the City Council or upon the date the building is ready for occupancy, whichever is sooner.
- 5. No transfer of a license shall be permitted from place to place or person to person.
- 6. At any time that an additional investigation is required because of a change in ownership or control of a corporation or because of an enlargement, alteration, or extension of premises previously licensed, the licensee shall pay an additional investigating fee as provided for in Chapter 11 of the City Code.

7. Where a new application is filed as a result of incorporation by an existing licensee and the ownership control and interest in the license are unchanged, no additional license fee will be required.

### **610.09. LIABILITY INSURANCE**

1. Every person licensed to sell malt liquor or intoxicating liquor at off- or on-sale shall demonstrate proof of financial responsibility with regard to liability imposed by Minnesota Statutes Chapter 340A, to the city clerk as a condition of the issuance or renewal of the license. Proof of financial responsibility may be given by filing:

A. A certificate of insurance that there is in effect an insurance policy or pool providing the following minimum coverage:

(1) \$50,000 because of bodily injury to any one person in any one occurrence, and, subject to the limit for one person, in the amount of \$100,000 because of bodily injury to two or more persons in any one occurrence, and in the amount of \$10,000 because of injury to or destruction of property of others in any one occurrence.

(2) \$50,000 for loss of means of support of any one person in any one occurrence, and, subject to the limit for one person, \$100,000 for loss of means of support of two or more persons in one occurrence; or

B. A bond of a surety company with minimum coverages as provided in clause (A) above, or

C. A certificate of the State Treasurer that the licensee has deposited with the State Treasurer \$100,000 in cash or securities which may legally be purchased by savings banks or for trust funds having a market value of \$100,000.

2. A liability insurance policy shall provide that it may not be canceled for any cause, either by the insured or the insurance company without first giving ten (10) days notice to the City of Fridley in writing of the intention to cancel it, addressed to the City Clerk of the City of Fridley.

3. A liability insurance policy shall provide that the insurance company agrees to contact the City of Fridley in writing and addressed to the City Clerk of the City of Fridley, within ten (10) days of any claim made against the policy.

4. A liability insurance policy that contains annual aggregate limits of liability shall require the insured to buy additional coverage after any claim is made that reduces the coverage under the policy below the requirements.

5. The operation of a retail malt liquor or intoxicating liquor business at on- or off-sale, without having on file at all times with the City of Fridley the liability insurance policy or other evidence of financial responsibility shall be grounds for immediate revocation of the license. Notice of

cancellation of a current liquor liability policy serves as notice to the licensee of the impending revocation and unless evidence of compliance with the financial responsibility is presented to the city clerk before the termination is effective, the license will be revoked instantly upon the lapse.

6. The city clerk shall submit the provided proof of financial responsibility to the Commissioner.

#### **610.10. BONDS**

1. Each application for an off- or on-sale malt liquor or intoxicating liquor license shall be accompanied by a surety bond in the amount of \$3,000.00 running in favor of the City of Fridley, or in lieu thereof, cash or United State Government bonds of equivalent market value, as provided in Minnesota Statutes, Section 340.12. The bond shall be in effect for the period covered by the license.

2. The bond's conditions are as follows:

A. The licensee will obey the laws relating to the licensed business.

B. The licensee will pay to the City, when due, all taxes, licenses, penalties, and other charges.

C. In the event of any violation of any liquor laws, the bond shall be forfeited to the City, as obligee.

3. Bonds for off-“ or on-sale” licenses shall be filed with the city clerk.

4. All bonds shall be for the benefit of the City, as obligees, and all persons suffering damages by reason of the violation of the conditions of 610.06.2. Upon forfeiture of the bond for violation of the law, the District Court of Anoka County may forfeit the bond's penal sum or any part thereof to the City.

5. Operation of a licensed business without having on file at all times with the City of Fridley effective security as required above shall be grounds for immediate revocation of the license.

#### **610.11. PERSONS INELIGIBLE**

No license shall be granted or held by any person:

1. Under twenty-one (21) years of age.

2. Who is not of good moral character and repute. If the applicant has been an owner, manager or employee of a hotel, restaurant, cafe, tavern or other business of a similar nature, the city council may consider the applicant's past performance record in determining whether a license shall be granted or renewed.

3. Has had a license issued under this section revoked within five years of the date of the license application, or to any person who at the time of the violation owns any interest, whether as a holder of more than five percent of the capital stock of a corporation licensee, as a partner or otherwise, in the premises or in the business conducted thereon, or to a corporation, partnership, association, enterprise, business, or firm in which any such person is in any manner interested; and
4. Has been convicted within five years of the date of license application of a felony, or of a willful violation of a federal or state law, or local ordinance governing the manufacture, sale, distribution, or possession for sale or distribution of alcoholic beverages. The Commissioner may require that fingerprints be taken and may forward the fingerprints to the Federal Bureau of Investigation for purposes of a criminal history check as defined in Minnesota Statutes 340A.301.
5. To the spouse of a person ineligible for a license pursuant to the provisions of this section of the Code or who, in the judgment of the city council, is not the real party in interest or beneficial owner of the business operated, or to be operated, under the license.
6. Who is directly or indirectly interested in any other establishment in the City of Fridley to which an on-sale license has been issued under Chapter 602 or 603 of this Code, with the exception for a brew pub off-sale malt liquor license.

The term "interest" as used in this Section includes any pecuniary interest in the ownership, operation, management or profits of a retail liquor establishment, but does not include bona fide loans; bona fide fixed sum rental agreements; bona fide open accounts or other obligations held with or without security arising out of the ordinary and regular course or business of selling or leasing merchandise, fixtures or supplies to such establishment; or an interest of ten per cent (10%) or less in any corporation holding a license. A person who receives monies from time to time directly or indirectly from a licensee, in the absence of a bona fide consideration therefore and excluding bona fide gifts or donations, shall be deemed to have a pecuniary interest in such retail license. In determining "bona fide" the reasonable value of the goods or things received as consideration for any payment by the licensee and all other facts reasonably tending to prove or disprove the existence of any purposeful scheme or arrangement to evade the prohibitions of this Section shall be considered.

#### **610.12. PLACES INELIGIBLE**

1. No license shall be granted or renewed for operation on any premises on which financial claims of the State, County or City are due, delinquent or unpaid.
2. No license shall be issued for the premises owned by a person to whom a license may not be granted under this Chapter.
3. No license shall be issued for the premises if it does not meet the required zoning conditions.

**610.13 CONDITIONS OF LICENSE**

Every license shall be granted subject to the condition of all sections of this Chapter and of any other applicable provision of this Code, State or federal law, including the following:

1. The license shall be posted in a conspicuous place in the licensed establishment at all times.
2. Licensees shall be responsible for the conduct of their place of business and the conditions of sobriety and order in the place of business and on the premises.
3. No license shall be effective beyond the space named in the license for which it was granted
4. No malt liquor or intoxicating liquor shall be sold or furnished or delivered to any intoxicated person, to any habitual drunkard, to a person under twenty-one (21) years of age, or to any person to whom sale is prohibited by State law.
5. Licensees shall not knowingly permit the licensed premises or any room in those premises or any adjoining building directly or indirectly under their control to be used as a resort for prostitutes.
6. Any police officer, or any properly designated officer or employee of the City shall have the right to enter, inspect and search the premises of the licensee during the business hours without a warrant.
7. No licensee shall sell, offer for sale, or keep for sale, malt liquor or intoxicating liquor in any original package which has been refilled or partially refilled, except as allowed by Minnesota Statutes Section 340A.285. No licensee shall directly or through any other person delete or in any manner tamper with the contents of any original package so as to change its composition or alcoholic content while in the original package. Possession on the premises by the licensee of liquor in the original package differing in composition or alcoholic content in the liquor when produced and packaged by the manufacturer, shall be prima facie evidence that the contents of the original package have been diluted, changed or tampered with.
8. The business records of the licensee, including federal and state tax returns, shall be available for inspection by the city manager, or other duly authorized representative of the City or the city council, at all reasonable times.
9. Changes in the corporate or association officers, corporate charter, articles of incorporation, by-laws, or partnership agreement, as the case may be, shall be submitted to the city clerk within thirty (30) days after such changes are made. Notwithstanding the definition of interest as given in Section 610.\_\_\_\_, in the case of a corporation, the licensee shall notify the city clerk when a person not listed in the application acquires an interest which, together with that of spouse, parent, brother, sister, or child, exceeds 5%, and shall give all information about said person as is required of a person pursuant to the provisions of Section 610.11.6.

10. At the time licensees submit their applications for renewal of a license, they shall list all direct or indirect contributions made to or on behalf of a candidate for Fridley City Councilperson or Mayor, including, but not limited to, candidates, committees, volunteer committees, etc., for all City elections within the last 365 days.

11. No licensee shall permit any person under the age of 18 to enter the licensed establishment except for the purpose of performing work duties other than the serving or selling malt liquor or intoxicating liquor, unless accompanied by a parent or guardian.

12. No licensee shall permit in any licensed establishment, or any adjoining property owned or leased by the licensee, any boxing, wrestling, or any other form of entertainment whose primary purpose is physical contact by striking or touching an opponent with hands, head, feet, or body. Team sports in which physical contact is incidental to the primary purpose of the game such as basketball, volleyball, soccer, football, baseball, hockey, and softball are not included among activities prohibited by this section.

13. No licensee shall use or permit to be used any playing cards on the licensed premise except that playing cards may be used during a tournament of a social skill card game as defined by Minnesota Statute 609.761, subdivision 3, and conducted pursuant to regulations contained in Section 603.10.23 of the city code.

#### **610.14 PATIO ENDORSEMENT**

##### **1. Statement of Policy**

The sale of malt liquor or intoxicating liquor will be limited to the sale and consumption inside of a structure on the licensed premises, unless the licensee applies for and receives approval from the city council for a Patio Endorsement to allow the sale and consumption outside of a structure on the licensed premises.

##### **2. Regulations**

- A. An outdoor patio shall not be enclosed in such a manner that the air becomes indoor air as defined by state law.
- B. The patio shall be attached to the licensed premises and share at least one common wall or side with the licensed premise building/structure. The contiguous area will not be part of a public street, sidewalk or other public grounds.
- C. If part of the parking lot is used to install an outdoor patio, the patio must share one common wall with the licensed premise. In addition, the licensed premise must continue to meet the parking requirements set by city code and the outdoor patio shall not affect the circulation of traffic.

- D. Access to the patio shall be directly from the licensed premise with no direct access other than an emergency exit (exit only) equipped with an alarm, from any area other than by passing through the normal interior public areas of the licensed premise.
- E. The patio shall be clearly delineated by a permanent installed fence, or other structure or barrier, at least 42” high to prevent the ingress or egress of persons to and from the patio. The fence shall be designed and constructed in a manner that discourages or deters the passing of any regulated, controlled or prohibited items outside from one side of the fence to the other side of the fence.
- F. Panic and fire exit hardware shall be installed on the fence or barrier and comply with the Minnesota Building Code.
- G. Patios in direct contact with, or immediately adjacent to a parking area for motor vehicles, shall have sufficient barriers installed, as defined by the Minnesota State Building Code, to reduce the likelihood of incursion of vehicles into the patio space.
- H. The licensee shall pay the Metropolitan Council S.A.C. unit(s) for outside seating.
- I. The patio shall be placed in an area to meet the state and federal accessibility requirements.
- J. There shall be no live entertainment. Music, sound, or noise in the patio enclosure shall comply with the provisions of Chapter 124 of the Fridley City Code at all times.
- K. The sale and consumption of malt liquor or intoxicating liquor within the patio is limited to the normal business hours. No licensee, nor the employee, nor agent of any license will serve, dispense, possess, display, or in any manner furnish malt liquor or intoxicating liquor at any other time.
- L. All other conduct pertaining to the licensed premises required by this Code or Minnesota state statutes shall apply.

### 3. Application for Patio Endorsement

Any establishment to which an on-sale brewer taproom or microdistillery cocktail room has been issued may submit an application for a patio endorsement. The application shall contain a description of the outdoor area that is proposed to be licensed and will be accompanied by a drawing of the proposed area to be licensed. The application will also include a detailed description of the barriers that will be used, the method of seating, ingress and egress arrangements, security provisions, sanitary and fire arrangements and lighting. The drawings must include the dimensions of the area, barriers, tables, aisles and equipment, and must be drawn proportionately to scale.

This application must be submitted to the city clerk who will forward for review and comment to the police department, fire department, and community development department before

submission to the city council. The City staff will review the suitability of the proposed licensed area in light of the applicable fire, building and life safety codes, zoning codes, past performance of the licensee in maintaining order and obeying applicable laws in the licensed patio and in the principal licensed premises, the adequacy of the proposal to provide for the safety of persons on the proposed premises, impact on the surrounding land, adequacy of lighting, appropriateness of noise level, suitability of ingress and egress arrangements including control of persons entering and leaving for purposes of preventing consumption by minors and safety of seating arrangements.

If the patio endorsement is approved by the city council, the licensee shall obtain the appropriate building permits.

#### 4. Violations

- A. It shall be a violation of this code, by the license holder and/or any employees or agents of the license holder, to permit, allow or fail to prevent persons from directly accessing the patio by means other than through the building on the premises.
- B. It shall be a violation of this code by the license holder and/or any employees or agents of the license holder, or to allow any other person, to provide, furnish or give any liquor, tobacco products, weapons, or any other regulated controlled or prohibited items (for example, drugs, dice, cards, etc.) from one side of the fence or barrier to the other.
- C. Any violation of the provisions of this Code or of the state law regulating the sale of liquor which occur in the patio area will be considered as a violation of the principal on-sale license for the premises.

### **610.15. ADMINISTRATIVE OFFENSES**

1. Administrative Civil Penalties: Administrative offense procedures established pursuant to this chapter are intended to provide the public and the City with an informal, cost effective, and practical alternative to traditional criminal charges for violations of this ordinance. The procedures are intended to be voluntary on the part of those who have been charged with administrative offenses.

2. Every licensee shall be responsible for the conduct of its employees while on the licensed premises and any sale or other disposition of any malt liquor or intoxicating liquor by an employee to any person under twenty-one (21) years of age shall be considered an act of the licensee for purposes of imposing an administrative penalty, license suspension, or revocation.

- A. Individual. At any time prior to the payment of the administrative penalty as is provided for hereafter, the individual may withdraw from participation in the procedures in which event the City may bring criminal charges in accordance with law. Likewise, the City, at its discretion, may bring criminal charges in the first instance. In the event a party participates in the administrative offense procedures but does not pay the monetary

penalty which may be imposed, the City will seek to collect the costs of the administrative offense procedures as part of a subsequent criminal sentence in the event the party is charged and is adjudicated guilty of the criminal violation.

B. Licensee. At any time prior to the payment of the administrative penalty as is provided for hereafter, the licensee may withdraw from participation in the procedures in which event the City may permanently revoke the license issued to the licensee under this Chapter in accordance with law. Likewise, the City, in its discretion, may revoke the license issued to the licensee under this Chapter in the first instance. In the event a licensee participates in the administrative offense procedures but does not pay the monetary penalty which may be imposed, the City will suspend the license issued to the licensee under this Chapter in accordance with section 603.27.9 of this ordinance.

3. Notice. Any officer of the Fridley police department shall, upon determining there has been a violation, notify the violator of the violation. Said notice shall set forth the nature, date and time of violation, the name of the officer issuing the notice and the amount of the scheduled penalty.

4. Payment. Once such notice is given, the alleged violator may, within twenty (20) days of the time of issuance of the notice pay the amount set forth on the notice, or may request a hearing in writing, as provided for hereafter. The penalty may be paid in person or by mail, and payment shall be deemed to be an admission of the violation.

5. Hearing. Any person contesting an administrative offense pursuant to this Chapter may request a hearing before the Hearing Examiner. Such request shall be filed in writing with the public safety director within twenty (20) days of the offense. The public safety director shall notify the Hearing Examiner, who will notify the person contesting and the licensee of the date, time, and place of hearing. The hearing shall be conducted no more than twenty (20) days after the Hearing Examiner receives notice of the request, unless a later date is mutually agreed to by the Hearing Examiner, the licensee, the person contesting and the City. Within ten (10) days after such hearing, the Hearing Examiner shall affirm, repeal, or modify the charge against the licensee or the person contesting. Any person aggrieved by the decision of the Hearing Examiner may appeal to the public safety director within twenty (20) days of receiving notice of the Hearing Examiner's decision. At its next available regular meeting following the filing of a notice of appeal, the Council shall review the decision and findings of fact of the Hearing Examiner and shall affirm, repeal or modify that decision.

6. Hearing Examiner. The position of Hearing Examiner is hereby created. The city manager may, at his discretion and with the approval of the city council, contract with third parties for the furnishing of all services of the Hearing Examiner as contained in this Chapter and set the rate of compensation therefore.

7. Qualifications. The Hearing Examiner shall be an individual trained in law; however, it shall not be required that the Hearing Examiner be currently licensed to practice law in the State of Minnesota.

8. Duties: The Hearing Examiner shall have the following duties:
  - A. Set dates and hear all contested cases.
  - B. Take testimony from all interested parties.
  - C. Make a complete record of all proceedings including findings of fact and conclusions of law.
  - D. Affirm, repeal or modify the penalty assessed.
9. Failure to Pay. In the event a party charged with an administrative penalty fails to pay the penalty, if an individual, the party will be charged with the criminal offense; if a licensee, the city council will suspend the license issued to the licensee under this Chapter.
10. Disposition of Penalties. All penalties collected pursuant to this Chapter shall be paid to the City's treasurer and will be deposited in the City's general fund.

#### **610.16. VIOLATIONS**

1. Administrative Civil Penalties: Individuals. Any person in the employ of a licensee who sells any malt liquor or intoxicating liquor to a person under the age of twenty-one (21) years is subject to an administrative penalty; and any person under the age of twenty-one (21) years who attempts to purchase any malt liquor or intoxicating liquor from a licensee is subject to an administrative penalty. The administrative penalties are as follows:
  - A. **First violation.** The penalty for the first violation is \$250.00.
  - B. **Second violation within 12 months.** The penalty for the second violation is \$500.00.
  - C. **Third violation within 12 months.** The penalty for the third violation is \$750.00.
2. Administrative Civil Penalties; Licensee. If a licensee or an employee of a licensee is found to have sold any malt liquor or intoxicating liquor to a person under the age of twenty-one (21) years, the licensee shall be subject to an administrative penalty as follows:
  - A. **First violation.** The penalty for the first violation is \$500.00. If the fine is not paid within 20 days the City may suspend the license issued to the licensee under this Chapter for a period not to exceed 10 days.
  - B. **Second violation within 12 months.** The penalty for the second violation is \$1000.00. If the fine is not paid within 20 days the City may suspend the license issued to the licensee under this Chapter for a period not to exceed 30 days.
  - C. **Third violation within 12 months.** The city may permanently revoke the license issued to the licensee under this Chapter.

3. Defense. It is a defense to the charge of selling malt liquor or intoxicating liquor to a person under the age of twenty-one (21) years, that the licensee or individual, in making the sale, reasonably and in good faith relied upon representation of proof of age described in Minnesota Statute Section 340A.503. Subdivision 6(a).

4. Exemption. A person, no younger than 18 and no older than 20, may be enlisted to assist in the tests of compliance. The person shall at all times act only under the direct supervision of a law enforcement officer or an employee of the licensing department, or in conjunction with a compliance check effort that has been pre-approved by the Fridley police department. A person who purchases or attempts to purchase malt liquor or intoxicating liquor while in this capacity is exempt from the penalties imposed by Section 610.16.1 above.

5. Revocation. The City Council has the authority to revoke any license as noted in City Code Section 11.08.

**610.17. PENALTIES**

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

**SECTION 2:** That Chapter 11 of the Fridley City Code be hereby amended as follows:

**CHAPTER 11. GENERAL PROVISIONS AND FEES**

11.11. FEES

License and permit fees shall be as follows:

CODE	SUBJECT	FEE
603	<u>Brew Pub On-Sale License</u>	<u>\$600</u>
610	<u>Liquor Manufacturers</u>	
	<u>Brewery On-Sale Malt Liquor Taproom License</u>	<u>\$600</u>
	<u>Small Brewer Off-Sale Malt Liquor License</u>	<u>\$300</u>
	<u>Brew Pub Off-Sale License</u>	<u>\$300</u>
	<u>Microdistiller On-Sale Cocktail Room License</u>	<u>\$600</u>
	<u>Microdistiller Off-Sale Intoxicating Liquor License</u>	<u>\$300</u>
	<u>Investigative Fee</u>	
	• <u>Individual</u>	<u>\$200</u>
	• <u>Partnership/Corporation</u>	<u>\$400</u>
	<u>Alteration of Business</u>	<u>\$100</u>
	<u>Change of Officers</u>	<u>\$25</u>

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS  
13<sup>TH</sup> DAY OF JUNE 2016.

\_\_\_\_\_  
SCOTT J. LUND, MAYOR

ATTEST:

\_\_\_\_\_  
DEBRA A. SKOGEN, CITY CLERK

First Reading:                      May 23, 2016  
Second Reading:                    June 13, 2016  
Publication Date:

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 603 OF THE FRIDLEY CITY CODE ENTITLED INTOXICATING LIQUOR TO ALLOW FOR BREW PUBS AND AMEND THE HOURS OF OPERATION; CHAPTER 602 SECTION 602.09, AND CHAPTER 606, SECTION 606.11 AMENDING THE HOURS OF OPERATION**

The Fridley City Council hereby finds after review, examination and recommendation of staff that Fridley City Code related to the on-sale of intoxicating liquor to allow for brew pubs be hereby created, amended and ordained as follows:

**FRIDLEY CITY CODE  
CHAPTER 603. INTOXICATING LIQUOR**

**SECTION 1: THAT SECTION 603.01. DEFINITIONS, BE HEREBY AMENDED BY CREATING LANGUAGE DEFINING A BREW PUB AND RENUMBERING THE REMAINDER OF THIS SECTION AS FOLLOWS:**

(2) Brew Pub

A brew pub is a restaurant attached to a brewery which manufactures fewer than 3,500 barrels of malt liquor annually. The entire brewing production is solely for the sale and consumption of malt liquor on tap on the licensed premises or for off-sale from the licensed premises as permitted by Minnesota Statutes Section 340A.24, subd 2 and City Code Chapter 610.

**SECTION 2: THAT SECTION 603.02. LICENSE REQUIRED, BE AMENDED AS FOLLOWS:**

No person, except wholesalers or manufacturers to the extent authorized under State License, shall directly or indirectly deal in, sell, or keep for sale any intoxicating liquor without first having received a license to do so as provided in this Chapter. No person shall sell any intoxicating liquor on Sundays without obtaining a separate license for Sunday sales, as required by Minnesota State Statues. No person shall sell any intoxicating liquor after 1:00 a.m. without obtaining a special Late Night License Endorsement for an existing liquor license as provided in this Chapter.

On-Sale intoxicating liquor licenses shall only be granted to bowling centers, brew pubs, hotels and restaurants, as defined in Section 603.01, where food is prepared and served for consumption on the premises.

**SECTION 3: THAT SECTION 603.08. PERSONS INELIGIBLE , BE AMENDED AS FOLLOWS:**

5. Who is a manufacturer or wholesaler of intoxicating liquor with the exception of a brew pub. No manufacturer or wholesaler shall either directly or indirectly own or control or have any financial interest in any retail business selling intoxicating liquor.

**SECTION 4: THAT SECTION 603.09. PLACES INELIGIBLE BE AMENDED AS FOLLOWS:**

4. No "on-sale" license shall be granted for a brew pub, restaurant ~~and~~/or hotel that does not have a minimum total building area of 5,000 square feet, with a minimum kitchen and dining area of 2,000 square feet and with a minimum seating capacity that is open to the general public of 130.

**SECTION 5: THAT SECTION 603.10. CONDITIONS OF LICENSE, BE AMENDED AS FOLLOWS:**

3. No "on-sale" licensee shall sell intoxicating liquor "off-sale" with the exception of a brew pub.

13. No licensee shall apply for or possess a Federal Wholesale Liquor Dealers special tax stamp or a Federal Gambling stamp, with the exception of a brew pub.

18. A brew pub and restaurant shall be conducted in such a manner that, of that part of the total business attributable to or derived from the serving of foods and intoxicating liquors, a minimum of 40% of the business for a license year is from the serving of food prepared on site and not from vending machines. A hotel shall be conducted in such a manner that, of that part of the total business attributable to or derived from the serving of foods and intoxicating liquors a minimum of 40% of the business for a license year is from the serving of food prepared on site and not from vending machines. A bowling center/restaurant shall be conducted in such a manner that, of that part of the total business attributable to or derived from the sale of food and intoxicating liquors, a minimum of 30% of the gross sales of the food and liquor is from the serving of food prepared on site and not from vending machines.

20. No licensee shall hold events which are exclusively for persons under the age of 21 except social functions that are held in a portion of the establishment where liquor is not sold. Social functions that are held in a portion of the brew pub or restaurant where liquor is not sold shall be limited to persons age 18 and older.

**SECTION 6: THAT SECTION 603.11. HOURS OF OPERATION BE AMENDED AS FOLLOWS:****603.11. HOURS OF OPERATION**

1. No sale of intoxicating liquor for consumption on the licensed premises may be made between 1:00 a.m. and 8:00 a.m. on the days of Monday through ~~Saturday, nor between 1:00 a.m. and 10:00 a.m. on~~ Sunday. No sale may between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without a Holiday Endorsement. (Ref **Ord 1271**)

**SECTION 7: THAT SECTION 603.26. PATIO ENDORSEMENT BE AMENDED AS FOLLOWS:**

3. Application

Any brew pub or restaurant to which an on-sale intoxicating or wine license has been issued may submit an application for a patio endorsement. The application shall contain a description of the outdoor area that is proposed to be licensed and will be accompanied by a drawing of the proposed area to be licensed. The application will also include a detailed description of the barriers that will be used, the method of seating, ingress and egress arrangements, security provisions, sanitary and fire arrangements and lighting. The drawings must include the dimensions of the area, barriers, tables, aisles and equipment, and must be drawn proportionately to scale.

**SECTION 8: THAT CHAPTER 602 OF THE FRIDLEY CITY CODE BE HEREBY AMENDED AS FOLLOWS:**

CHAPTER 602. 3.2% MALT LIQUOR

602.09. HOURS

1. Closing Hours.

No sale of 3.2% malt liquor may be made between 1:00 a.m. and 8:00 a.m. on the days of Monday through ~~Saturday, nor between 1:00 a.m. and 10:00 a.m. on~~ Sunday. No sale may be made between the hours of 8:00 p.m. December 24th and 8:00 a.m. on December 26th without Holiday Endorsement. (Ref Ord 1271)

**SECTION 9: THAT CHAPTER 606 OF THE FRIDLEY CITY CODE BE HEREBY AMENDED AS FOLLOWS:**

CHAPTER 606. INTOXICATING LIQUORS - ON-SALE CLUBS

606.11. HOURS OF OPERATION

1. No sale of intoxicating liquor for consumption on the licensed premises may be made between 1:00 a.m. and 8:00 a.m. on the days of Monday through ~~Saturday, nor between 1:00 a.m. and 10:00 a.m. on~~ Sunday. No sale may be between the hours of 8:00 p.m. December 24th and 8:00 a.m. December 26th without a Holiday Endorsement. (Ref. 935, 984, 1271)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 23<sup>RD</sup> DAY OF JUNE 2016.

\_\_\_\_\_  
Scott J. Lund, Mayor

ATTEST:

\_\_\_\_\_  
Debra A. Skogen, City Clerk

First Reading: May 23, 2016  
Second Reading: June 13, 2016  
Publication Date:



AGENDA ITEM  
CITY COUNCIL MEETING OF  
JUNE 13, 2016

To: Wally Wysopal, City Manager  
From: Shelly Peterson, Finance Director  
Date: June 9, 2016  
Re: Receive the 2015 Comprehensive Annual Financial Report and Audit Review

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Each year the City of Fridley engages an independent audit firm to review its financial condition. Finance staff and Redpath and Company audit staff undertook an extensive audit process. Preliminary work for the 2015 audit began in December and continued through May. The audit results, Comprehensive Annual Financial Report (CAFR) and accompanying data will be presented and discussed at the June 13, 2016 meeting by David Mol, Partner with Redpath and Company. The audit concludes positively for the City with an unqualified decision. Opportunities for questions will be provided at the meeting.

Staff recommends that the Council make a motion to receive the 2015 Comprehensive Annual Financial Report (CAFR) as presented.

# City of Fridley, Minnesota

2015 Audit Review

June 13, 2016

David Mol, CPA

Partner

Phone: 651.407.5803

Email: [dmol@redpathcpas.com](mailto:dmol@redpathcpas.com)

## Reports Issued by Auditor

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- Opinion on the Fair Presentation of the Financial Statements
- Report on Internal Controls
- Report on Minnesota Legal Compliance
- Communication to Those Charged with Governance

# Opinion on Financial Statements

---

- What did we do?
  - Audited the financial statements, which are the responsibility of management.
- How did we do it?
  - Audit Standards
    - GAAS (AICPA)
    - GAGAS (GAO)
  - Plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.
- What is the result?
  - A “clean” opinion was issued on the 2015 financial statements.

# GFOA Award for Excellence in Financial Reporting

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Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Fridley  
Minnesota**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**December 31, 2014**

A handwritten signature in black ink, reading "Jeffrey R. Egan".

Executive Director/CEO

## Report on Internal Controls

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- What did we do?
  - We gained an understanding of internal controls in place and their effectiveness in order to design our audit procedures for expressing an opinion on the financial statements.
- How did we do it?
  - Obtain understanding of controls on each major class of transaction and account balance.
  - Select a sample of transactions and perform detailed tests to determine adherence to controls in place and effectiveness.
- What is the result?
  - One item noted regarding year-end closing.

# Report on Minnesota Legal Compliance

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- What did we do?
  - Followed the audit guide published by the Office of the State Auditor. The guide consists of seven sections:
    - Depositories of public funds and investments
    - Conflicts of interest
    - Public Indebtedness
    - Contracting bid laws
    - Claims and disbursements
    - Miscellaneous provisions
    - Tax increment
- How did we do it?
  - Select sample of transactions to test for compliance with statutory provisions.
- What is the result?
  - No items of noncompliance noted.

# Communication to Those Charged with Governance

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- Accounting policies used and/or changed.
  - City's proportionate share of PERA's net pension liability now reported in the financial statements.
- Accounting estimates in the financial statements.
  - Net OPEB Obligation (\$712,000)
  - Net Pension Liability (\$9,941,000)
  - Depreciation expense (\$3,459,000)
- Financial statement adjustments identified during the audit
  - see internal control report
- No difficulties encountered in performing the audit.
- No disagreements with management.
- Other Matters
  - More changes in accounting standards on the way.

# Pensions

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- GASB No. 68
  - City's proportionate share of PERA's net pension liability now required to be reported in the financial statements.
- PERA's Net Pension Liability at June 30, 2015
  - GERS \$5.586 billion (76% funded)
  - PEPFF \$1.384 billion (84% funded)
- City's of Fridley's share
  - GERS: 0.1004% or \$5,203,000
  - PEPFF: 0.4170% or \$4,738,000
- Impact on City of Fridley
  - No change in funding
  - City contribution requirement
    - GERS: 7.5% of wages
    - PEPFF: 16.2% of wages

# 2015 Financial Summary

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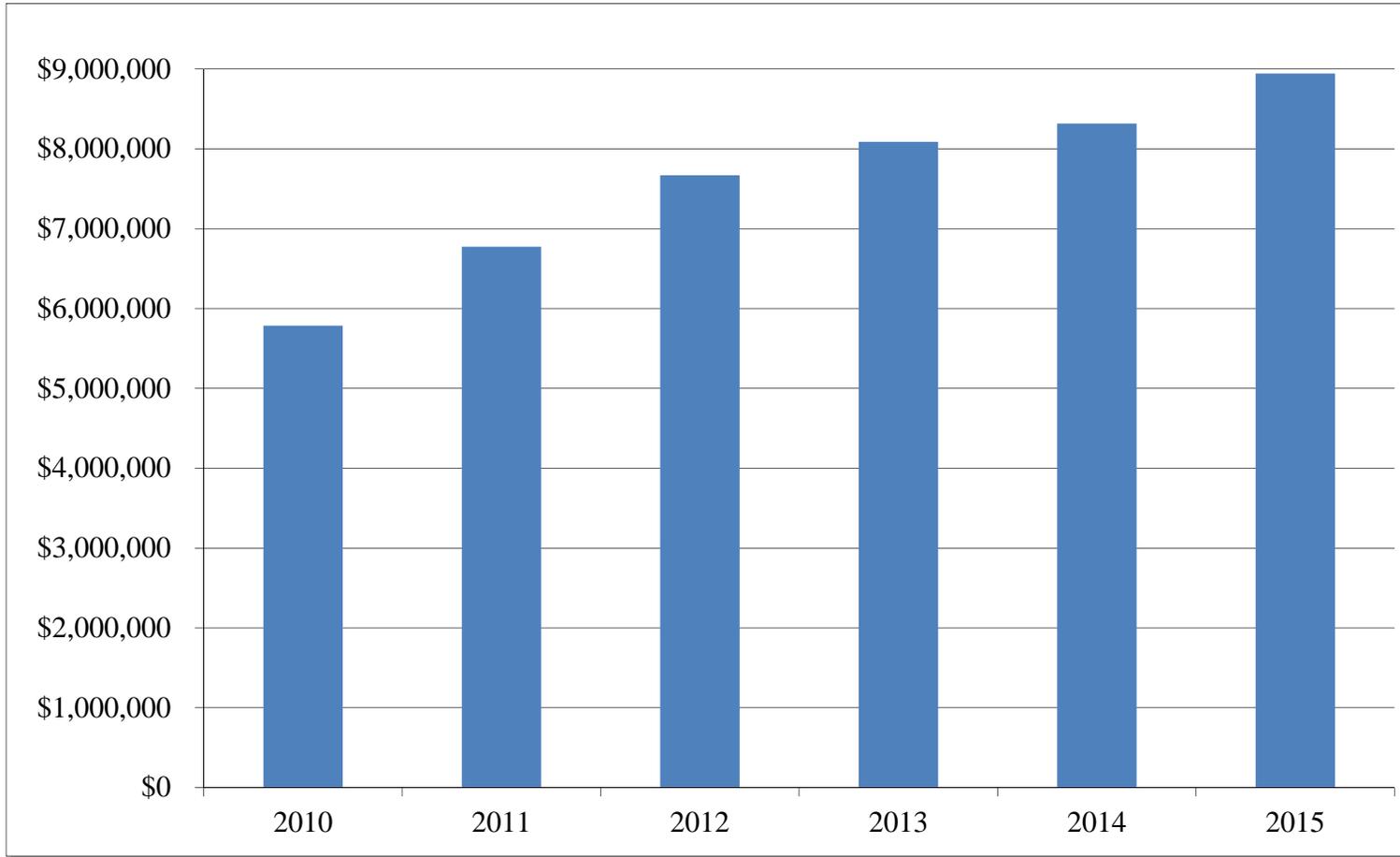
Fund Type	Revenues and Other Sources	Expenditures and Other Uses	Interfund Transfers (Net)	Change in Fund Balance	Fund Balance 12/31/15
General	\$15,060,000	\$14,777,000	\$343,000	\$626,000	\$8,944,000
Special Revenue	1,419,000	1,410,000	82,000	91,000	1,744,000
Debt Service	1,289,000	1,350,000	(350,000)	(411,000)	7,137,000
Capital Project	3,746,000	4,501,000	263,000	(492,000)	6,867,000
Total	<u>\$21,514,000</u>	<u>\$22,038,000</u>	<u>\$338,000</u>	<u>(\$186,000)</u>	<u>\$24,692,000</u>

## General Fund Budget Performance

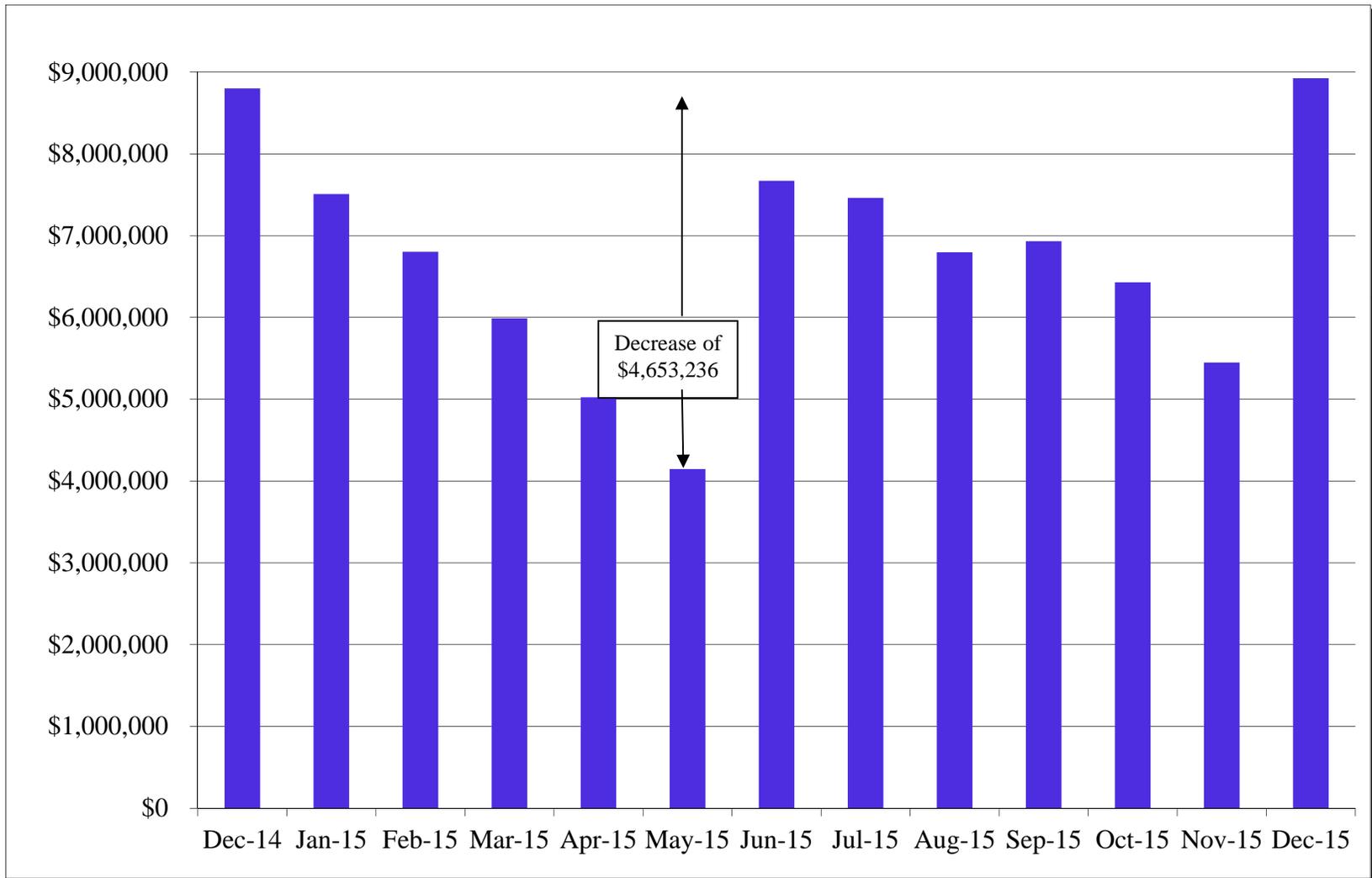
	2015		
	Budget	Actual	Budget Variance
Revenues	\$15,040,000	\$15,060,000	\$20,000
Expenditures	15,290,000	14,777,000	513,000
Revenues over (under) expenditures	(250,000)	283,000	533,000
Transfers in	569,000	569,000	-
Transfers out	(225,000)	(226,000)	(1,000)
Total transfers	344,000	343,000	(1,000)
Net change in fund balance	<u>\$94,000</u>	626,000	<u>\$532,000</u>
Fund Balance - January 1		<u>8,318,000</u>	
Fund Balance - December 31		<u><u>\$8,944,000</u></u>	

# History of General Fund Balance

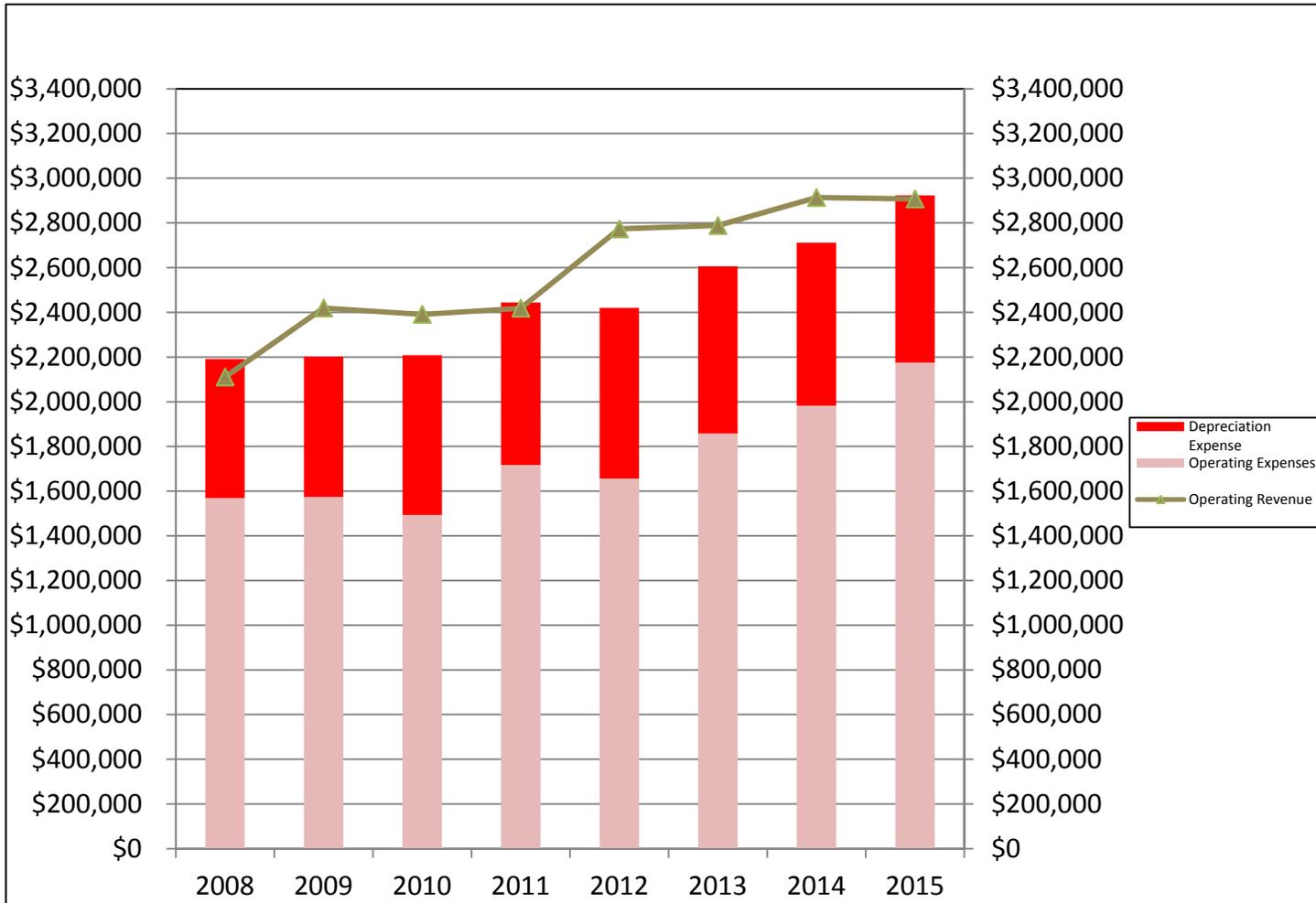
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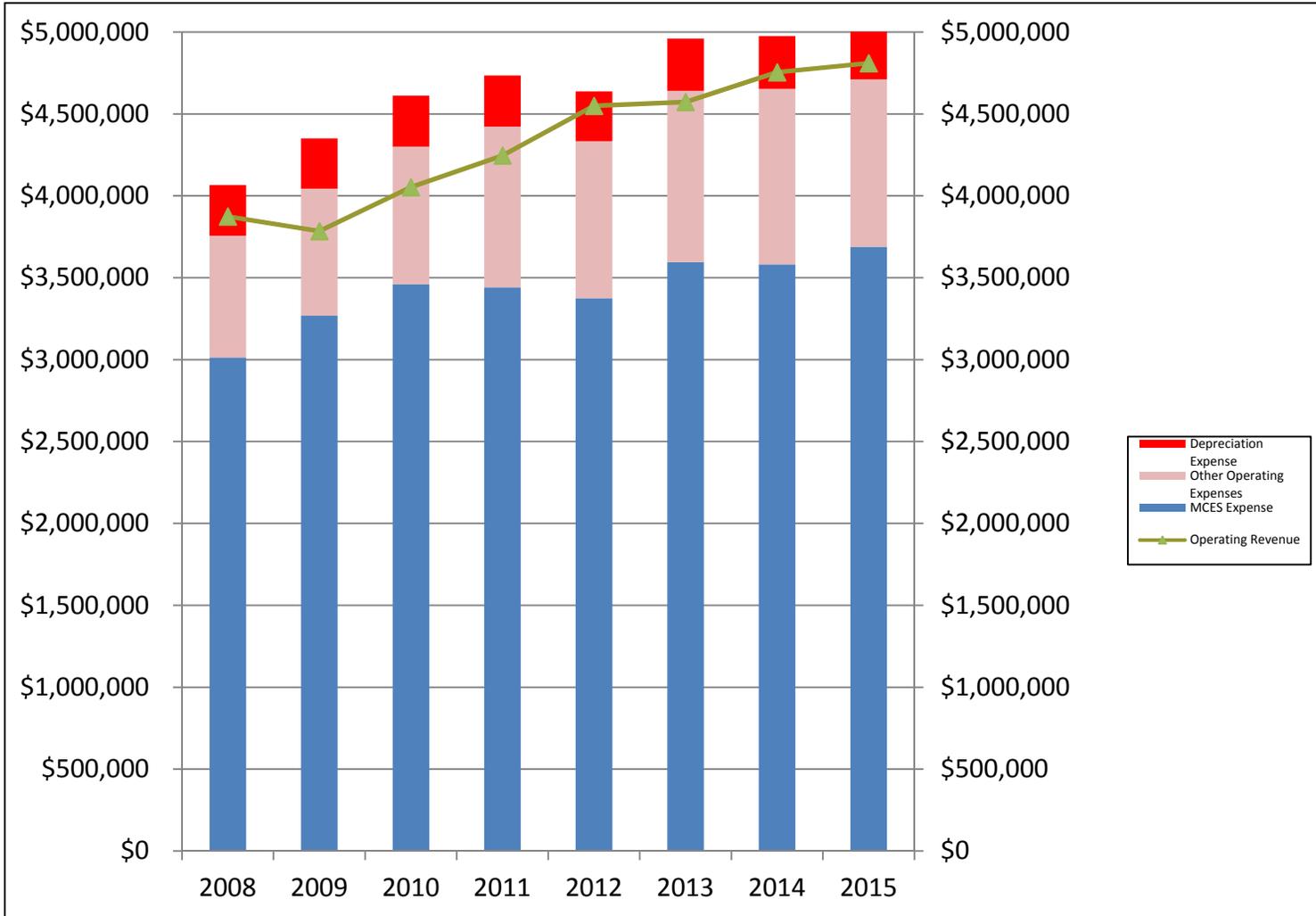
# General Fund Monthly Cash Balances



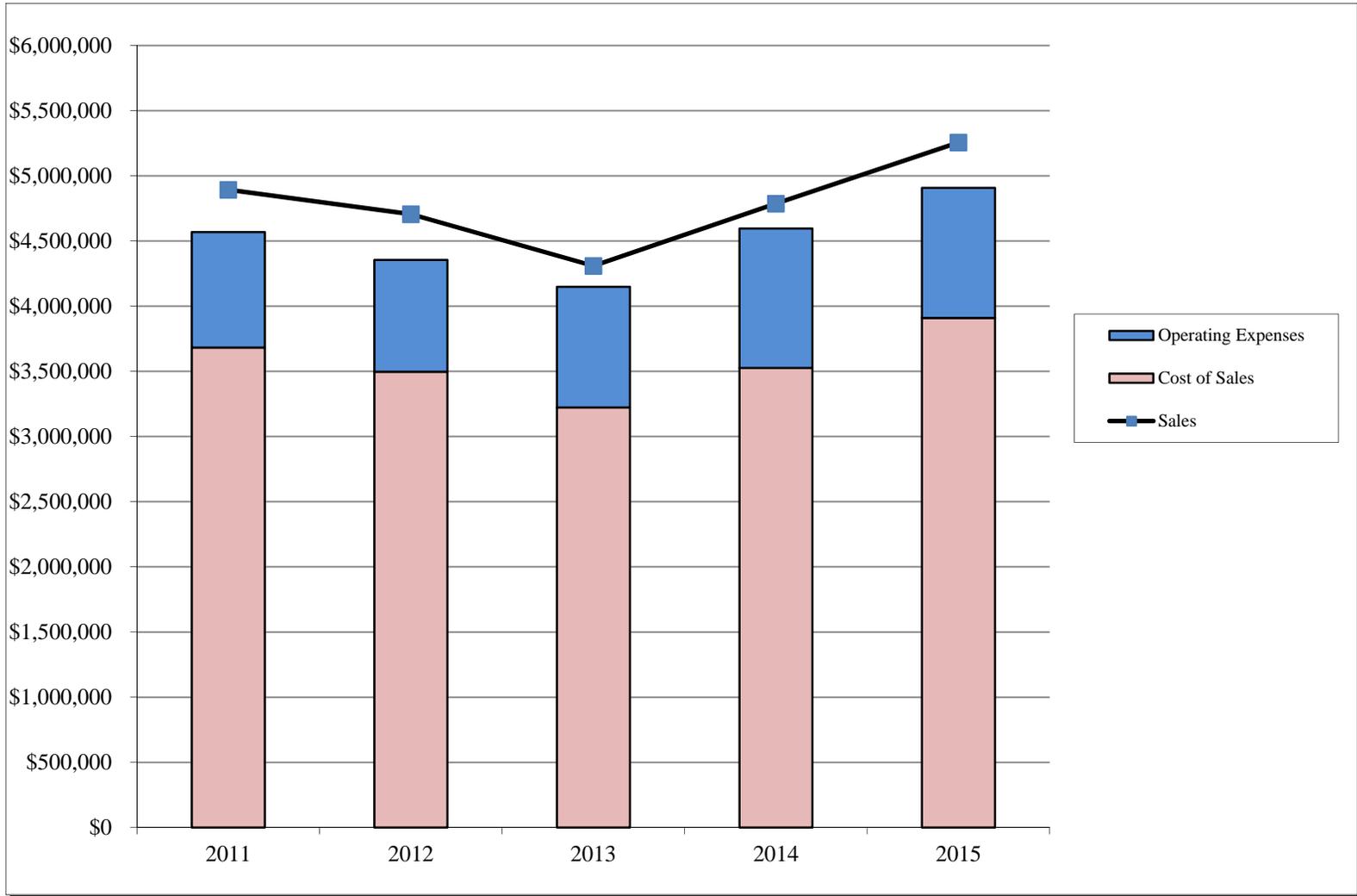
# Water Utility



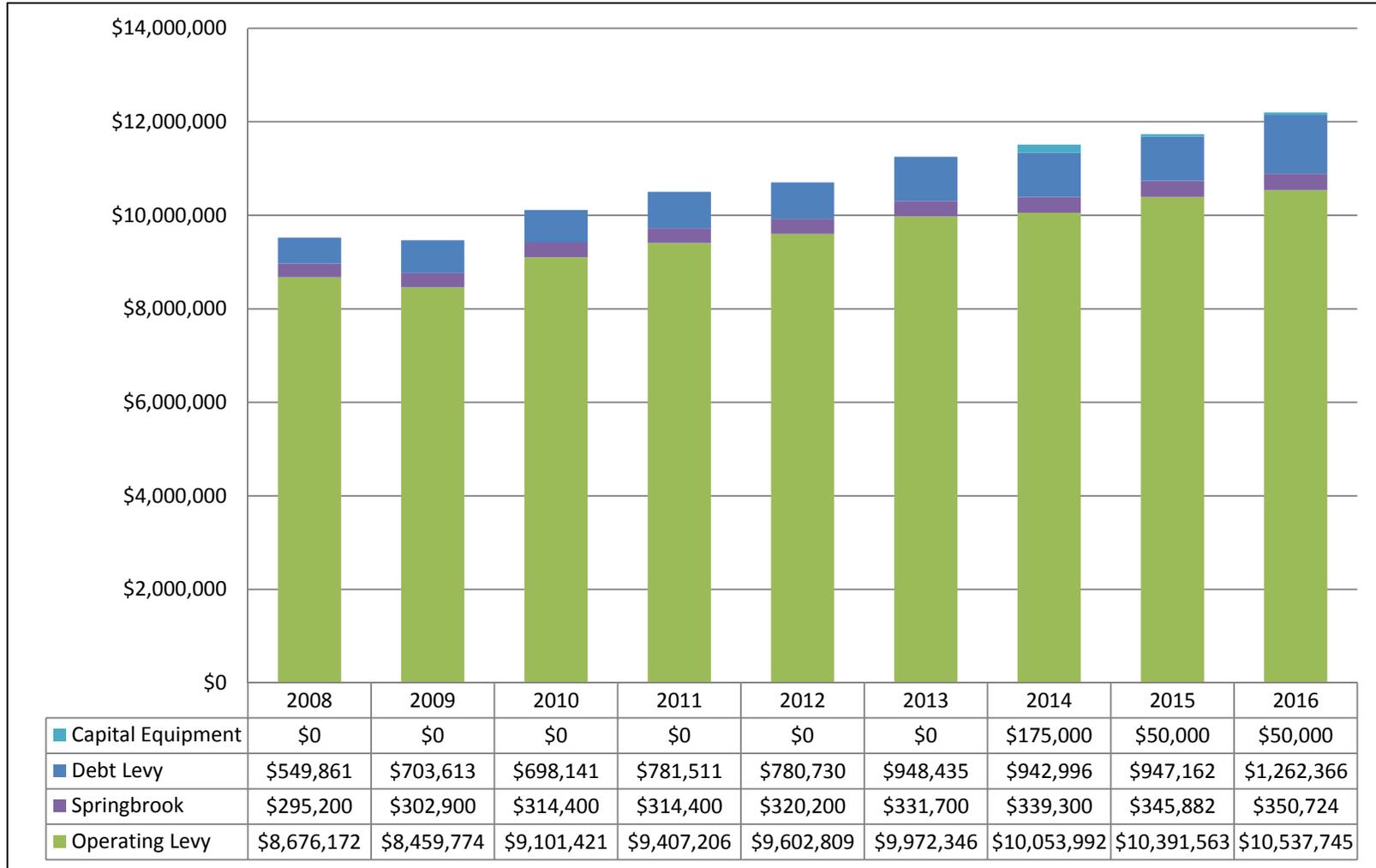
# Sewer Utility



# Liquor Operations

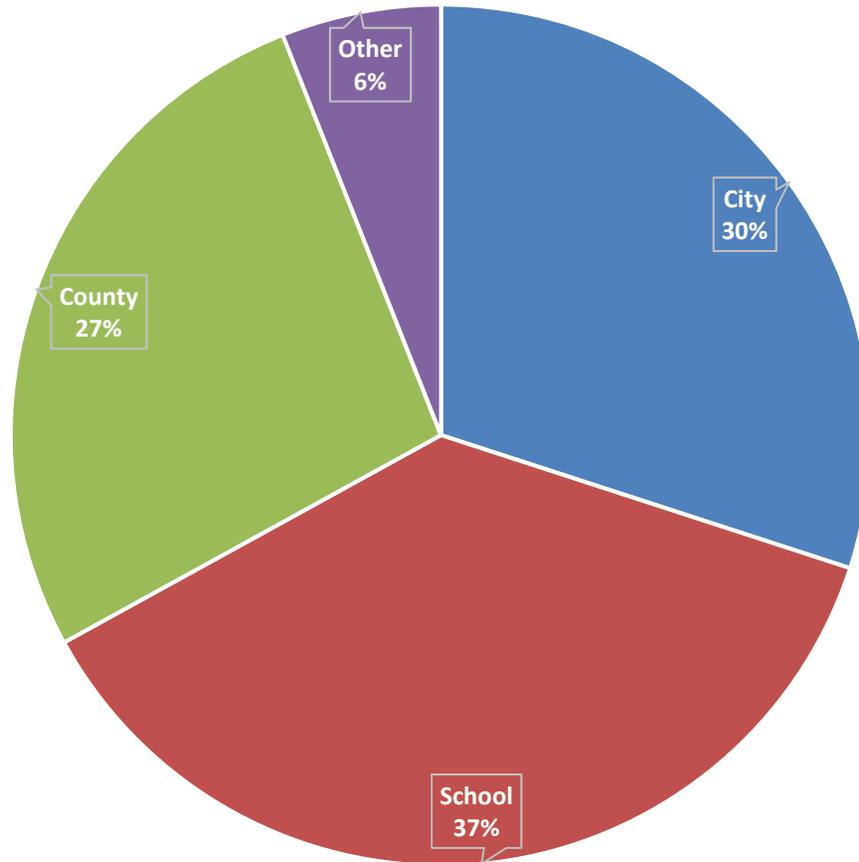


# Tax Levy



# Components of Property Tax Bill

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AGENDA ITEM  
CITY COUNCIL MEETING OF JUNE 13, 2016

***INFORMAL STATUS REPORTS***