



CITY COUNCIL MEETING OF OCTOBER 24, 2016

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COUNCIL CONFERENCE MEETING (6:30 P.M.)

Discuss Ordinance Amending the Fridley City Code,
Chapter 113, Solid Waste Disposal and Recycling
Collection

CITY COUNCIL MEETING:

PLEDGE OF ALLEGIANCE.

APPROVAL OF PROPOSED CONSENT AGENDA:

APPROVAL OF MINUTES:

City Council Meeting of October 10, 2016 1 - 15

NEW BUSINESS:

1. Receive the Planning Commissions Minutes
of September 21, 2016 16 - 34

2. Resolution Calling for Redemption of
Certain Outstanding Bonds 35 - 38

3. Resolution Authorizing Execution of a Source
Water Protection Implementation Grant
Agreement with the Minnesota Department of
Health for Well Sampling 39 - 52

APPROVAL OF PROPOSED CONSENT AGENDA:

NEW BUSINESS (CONTINUED):

- 4. Resolution Authorizing Execution of End Grant Agreement with the Metropolitan Council for Inflow/Infiltration Reduction 53 - 101

- 5. Approve Proposed 2017 Development Review Schedule for the Planning Commission, Appeals Commission and City Council Action 102 - 107

- 6. Claims (174370 – 174528) 108 - 130

- 7. Estimate 131

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

ADOPTION OF AGENDA:

PUBLIC HEARING:

- 8. Consider Amending the Fridley City Code, Chapter 113, Solid Waste Disposal and Recycling Collection 132 - 150

- 9. Consider an Ordinance Opting Out of the Requirements of Minnesota Statutes, Section 462.3593 151 - 163

NEW BUSINESS:

- 10. First Reading of an Ordinance Opting Out
of the Requirements of Minnesota Statutes,
Section 462.3593 164 - 165

- 11. Approve Change Order No. 3 for 2015 Street
Rehabilitation Project No. ST2015-01 166 - 167

- 12. Informal Status Reports 168

ADJOURN.

**CITY COUNCIL MEETING
CITY OF FRIDLEY
OCTOBER 10, 2016**

The City Council meeting for the City of Fridley was called to order by Mayor Pro Tem Barnette at 7:00 p.m.

ROLL CALL:

MEMBERS PRESENT: Mayor Pro Tem Barnette
Councilmember Saefke
Councilmember Varichak
Councilmember Bolkcom

MEMBERS ABSENT: Mayor Lund

OTHERS PRESENT: Wally Wysopal, City Manager
Shelly Peterson, Finance Director
Darcy Erickson, City Attorney
James Kosluchar, Public Works Director
Scott Hickok, Community Development Director
Kay Qualley, Environmental Planner
Jack Kirk, Parks and Recreation Director

PROCLAMATIONS:

Student Foreign Exchange Week: Kaoutar Karoui from Italy

Fire Prevention Week: October 9-15, 2016

APPROVAL OF PROPOSED CONSENT AGENDA:

APPROVAL OF MINUTES:

City Council Meeting of September 26, 2016.

APPROVED.

NEW BUSINESS:

1. Resolution Adopting Assessment for 2016 Utility Lateral Repair Project.

APPROVED RESOLUTION NO. 2016-56.

- 2. Resolution Certifying Certain Delinquent Utility Services to the County for Collection with the 2017 Property Taxes.**

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

- 3. Receive the Landscape Design Guidelines for the Urbanized Sections of University Avenue (53rd Avenue through Community Park Area at 71st Avenue N.E.).**

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

- 4. Receive the Twin Cities Gateway Fiscal Year 2017 Budget.**

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

- 5. Claims (1609-ACH PCard; 174220 - 174369).**

APPROVED.

6. Estimates:

Kuechle Underground, Inc.
P.O. Box 509
Kimball, MN 56302
2015 Street Rehabilitation Project No. ST 2015-01
Estimate No. 10 \$174,981.27

Northwest Asphalt
1451 Stagecoach Road
Shakopee, MN 55379
2016 Street Rehabilitation Project No. ST 2016-01
Estimate No. 4 \$198,210.31

APPROVED.

ADOPTION OF PROPOSED CONSENT AGENDA:

Councilmember Bolkom asked to remove Item Nos. 2, 3 and 4.

MOTION by Councilmember Bolkom to approve the proposed Consent Agenda with the removal of Item Nos. 2, 3 and 4. Seconded by Councilmember Varichak.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

OPEN FORUM VISITORS:

Travis Gardner, 5313 Horizon Drive, said he had issues with the roads that were redone recently. The project did not go as the neighborhood thought it should. Curbs are not done and they are cracked and broken. The roadway is uneven and took 6 months to complete. In that timeframe there were problems with a mud slick, his wife could not go to work, and police were called because he had asked a worker to move their car that was parked in front of garbage that was to be picked up.

Mr. Gardner said he purchased this home from his grandparents and is sad to see neighborhoods going this way. The City is hiring workers that do not care about the project and workers seem to have no accountability for this city. Police are acting irrationally. Even though Council may feel they are doing everything they can, they should be working to better this community. He urged Council to think about citizens and how we can be better and hire better people.

Councilmember Bolkcom asked if Public Works or City Councilmembers were contacted.

Mr. Gardner replied yes. Public Works came out with law enforcement and told him if he did not stop talking to construction workers he could deal with the police. The conversation was not consensual, so he walked away. He made many telephone calls and received a notice that he would be contacted by March 21, and he did not hear back from someone in over a week. There needs to be a community effort from civilians, council and the people who are hired to do the work. Council actions do have consequences that they do not know about.

Pro Tem Mayor Barnette said that staff will follow up with Mr. Gardner and Council.

Cabrera Diela, 5312 Horizon Drive NE, said that workers from the construction came inside his house and crawled over the desk by the computer to look at pipes and connection of water and did not use a ladder. They do not care about his property. He also has a problem with the lawn because they put down gravel and planted new seed for the grass and there were rocks in there and when he used his new lawn mower it damaged the blade. The work is finished but for \$2,080 they did not do a good job. He also does not want to be charged double for the curb because they had to do a new one.

Pro Tem Mayor Barnette said he will be contacted by staff.

Councilmember Bolkcom wanted to clarify that people are not charged for their curb.

Jim Kosluchar, Public Works Director, replied that the curb is not assessed. Residents are only assessed for the street--the base and asphalt only.

Councilmember Bolkcom said if people have questions about curbs they can contact Public Works. She said they are aware there are outstanding landscaping issues in some areas.

ADOPTION OF AGENDA:

MOTION by Councilmember Bolkcom to adopt the agenda with addition of Item Nos. 2, 3 and 4. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

NEW BUSINESS:

7. Consideration of Revision of the Fridley City Code, Chapter 113, Solid Waste Disposal and Recycling Collection.

MOTION by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Varichak.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING OPENED AT 7:30 P.M.

Scott Hickok, Community Development Director, stated that staff would like to advertise this item for a public hearing and present at the October 24, 2016, City Council Meeting.

MOTION by Councilmember Saefke to continue the public hearing until October 24, 2016, for full Council review. Seconded by Councilmember Bolkcom.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CONTINUED UNTIL OCTOBER 24, 2016

8. Consideration of Opting Out of Subdivision 9 of Minnesota Statutes, Section 462.3593, Permitting Temporary Health Care Dwellings

MOTION by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING OPENED AT 7:31 P.M.

Scott Hickok, Community Development Director, stated that staff would like to continue this public hearing until October 24, 2016 for full Council review.

MOTION by Councilmember Bolkcom to continue the public hearing until October 24, 2016. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING WAS CONTINUED UNTIL OCTOBER 24, 2016.

9. Consideration of the Special Assessments for Street Improvement Project No. ST2015-01.

MOTION by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING OPENED AT 7:33 P.M.

Shelly Peterson, Finance Director, stated the special assessments pertain to the rehabilitation of City streets as part of the City's Street Resurfacing Plan. Proposed special assessments for this project are established in conformance with the City's Special Assessment Policy.

Ms. Peterson stated the 2015 Street Improvement Project includes the Summit Manor Neighborhood; South of I-694, North of 49th Avenue, and between Main Street and University Avenue. Residents and Commercial owners received mailings prior to the project moving forward. There are 290 properties that are subject to this assessment, including 22 Commercial and 268 Residential.

Ms. Peterson noted the proposed special assessments are calculated in accordance with the City's policy, and pay for portions of the street rehabilitation only (curbing and utilities are excluded). Each single family residential property is proposed to have an assessment of \$2,080.00. Commercial properties are assessed based on \$27.81 per lineal foot. The proposed residential and commercial special assessments for the project compare favorably with projected special assessments. Single family residential projections were \$2,380 at the time of the open house (13% higher) and \$2,185 at the time of contract award (5% higher). The proposed assessment is \$2,080, and commercial special assessments were similarly reduced. These proposed residential assessments are only \$5.55 greater than a nearly identical project in 2013.

Ms. Peterson said minor elements of the project are yet to be completed, including sawing and sealing asphalt joints, construction of a raised intersection on 3rd Street and Horizon Drive, planting of storm water bioswales on 3rd Street, and known and future warranty repairs.

Ms. Peterson stated there is a 10-year assessment payback period and payments are subject to a 5.25% interest rate. Written or oral objections will be considered at this public hearing. No appeal may be taken as to the amount of the assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or is presented to the presiding officer at this hearing. Property owners have until the close of business on November 23 to pay all or at least half of the assessment interest free. After November 23, interest will be charged on the remaining balance. The assessment is due annually to the County in November for collection on the next year's real estate taxes. The remaining balance of the principal may be paid to the City by November 15 each calendar year to cancel all future installments. A deferral option for retired or disabled property

owners is available for homesteaded properties. For more information, contact the Finance Department at (763) 572-3537.

Ms. Peterson said staff recommends the public hearing be opened for public comment. The resolution adopting the special assessment roll is under new business as Item 12.

Councilmember Bolkcom noted that there are still some outstanding things to be done on this project and asked when they will be completed.

Jim Kosluchar, Public Works Director, replied the contractor has a punch list of items to be completed and a memorandum was provided to Council with details. The contractor must finish the items on the list before final payment is made. If the list does not get completed, we will subcontract the work out and offset the cost on their final payment.

Councilmember Bolkcom asked what the date of completion would be.

Mr. Kosluchar replied that the work is due now.

Councilmember Bolkcom asked if it would be completed by mid-November.

Mr. Kosluchar replied yes. They started working on things last week.

Councilmember Bolkcom said if anyone has issues they can call Public Works. Staff would like to hear about issues so they can be resolved. If you called before and the work still is not done, please call again.

Mr. Kosluchar replied staff has taken a fair amount of calls on this project, plus residents also ask questions when staff is out in the area.

Councilmember Bolkcom added even if there are issues from this spring, call to let staff know about it.

Roger Bowman, 5420 Altura Road, asked how to pay for the work in its entirety.

Ms. Peterson replied once this has been approved by Council, you can make payment by check, cash or credit card tomorrow at City Hall.

Councilmember Bolkcom asked if another letter would be sent out.

Ms. Peterson replied yes. Reminder letters will be sent out by Wednesday with the final approved amount and information on deferment.

MOTION by Councilmember Bolkcom to close the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING CLOSED AT 7:43 P.M.

10. Consideration of the Special Assessments for Street Improvement Project No. ST2016-01.

MOTION by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED AND THE PUBLIC HEARING OPENED AT 7:43 P.M.

Shelly Peterson, Finance Director, stated the special assessments for this project pertain to the rehabilitation of City streets as part of the City's Street Resurfacing Plan. Proposed special assessments for this project are established in conformance with the City's Special Assessment Policy. The 2016 Street Improvement Project includes the Plymouth Neighborhood South of 49th Avenue to 45th Avenue between Main Street and University Avenue. Residents and commercial owners received mailings prior to the project moving forward for the following meetings:

- Residents were invited to a project workshop held on November 24, 2015
- A hearing on improvements was held on January 25, 2016
- 169 Residential properties are subject to this assessment.

Ms. Peterson noted that the proposed special assessments are calculated in accordance with the City's policy, and pay for portions of the street rehabilitation only (curbing and utilities are excluded). Each single family residential property is proposed to have an assessment of \$2,125.93. The proposed residential special assessments for the project compare favorably with projected special assessments. Single family residential projections were:

- \$2,450 at the time of the open house (13% higher)
- \$2,255 at the time of contract award (6% higher)
- The proposed assessment is \$2,125.93

These proposed assessments are \$6.00 lower than a similar project in 2014.

Ms. Peterson said minor elements of the project are yet to be completed, including sawing and sealing asphalt joints, regrading of an intersection on 2nd Street south of 49th Avenue and known and future warranty repairs. There is a 10-year assessment payback period and payments are subject to a 5.25% interest rate.

Ms. Peterson said written or oral objections will be considered at this public hearing. No appeal may be taken as to the amount of the assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or is presented to the presiding officer at this hearing. Property owners have until the close of business on November 23 to pay all or at least half of the assessment interest free. After November 23, interest will be charged on the remaining balance. The

assessment is due annually to the County in November for collection on the next year's real estate taxes. The remaining balance of the principal may be paid to the City by November 15 each calendar year to cancel all future installments.

Ms. Peterson noted that a deferral option for retired or disabled property owners is available for homestead properties. Contact the Finance Department at (763) 572-3537 for more information.

Staff recommends the public hearing be opened for public comment. The resolution adopting the special assessment roll is under new business as Item 13.

MOTION by Councilmember Bolkcom to receive into record a letter from David L Carlson and Elizabeth A. LaPanta and a letter dated October 10, 2016, from Sandra Hahn and the response prepared by Mary Smith, City Assessor. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

Councilmember Bolkcom had a question regarding a letter that mentioned that the asphalt looked more porous than it used to. She asked how the asphalt was different than the past.

Jim Kosluchar, Public Works Director, replied that "super pave" was developed by the Federal Highway Administration and is used in 50 states and now used locally. The City switched to "super pave" about 6 years ago. It is more open-grated and when the pavement is not sealcoated, you do see some of the pores. This asphalt is not pervious to water and is more durable, which is why it is used across the country. Super pave has been used in other projects and there have not been any issues.

MOTION by Councilmember Bolkcom to close the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE PUBLIC HEARING CLOSED AT 7:51 P.M.

11. Consideration of the Assessment for the 2016 Nuisance Abatement.

MOTION by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED AND THE PUBLIC HEARING OPENED AT 7:51 P.M.

Shelly Peterson, Finance Director, stated this is the annual assessment for those properties where continuing code violations existed and the City expended resources to bring the properties into compliance. We have 27 properties involved in this assessment and the total amount of the

assessment will be \$18,279.78. The assessment will be for 1 year at 6 1/2 % interest. Written or oral objections will be considered at this public hearing. No appeal may be taken as to the amount of the assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or is presented to the presiding officer at this hearing.

Ms. Peterson noted that staff has not received any correspondence contesting the proposed assessment. Property owners have until the close of business on November 23 to pay all or at least half of the assessment interest free. After November 23, interest will be charged on the remaining balance. Any remaining principal along with interest from the date of Council adoption of the resolution through December 31, 2017, will be collected with the next year's real estate taxes. A deferral option for retired or disabled property owners is available for homestead properties, contact the Finance Department for more info at 763-572-3537.

Staff recommends the public hearing be open for public comment. The resolution adopting the assessment roll is under New Business as Item 14.

MOTION by Councilmember Bolkcom to close the public hearing. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED AND THE PUBLIC HEARING CLOSED AT 7:54 P.M.

NEW BUSINESS:

2. Resolution Certifying Certain Delinquent Utility Services to the County for Collection with the 2017 Property Taxes

Councilmember Bolkcom noted the timing for this is two weeks earlier than prior years. She did not want to be certifying something that may bigger in two weeks.

Shelly Peterson, Finance Director, replied every year the amount presented is higher than when it is assessed to the County. Letters were sent out to utility customers giving them until November 23, 2016, to pay. Staff anticipates several more payments before it finally goes to Anoka County and that amount will be lower than it is today.

Councilmember Bolkcom said the delinquencies have been creeping up over the years.

Ms. Peterson replied the amount was much higher 4 to 5 years ago. The graph does not represent those years—when the housing market had significant foreclosures. The utility rates have increased each year which increases the average bill.

Councilmember Varichak asked if this could be deferred over 10 years like the other assessments.

Ms. Peterson replied no; this is a one-year assessment.

Pam Reynolds, 1241 Norton Avenue, asked if the list was sorted by businesses, private residence and rental. She did look up some of the addresses and some are apartment complexes and rentals. She asked if there was anything in code language that would tie having delinquent utility bills to their rental license. In other words, if I have a rental license up for renew and have an outstanding water bill would the City think about renewing it.

Councilmember Bolkcom replied it would not show up because it would have been paid with property taxes.

Ms. Reynolds asked what happens if they do not pay their property taxes.

Ms. Peterson replied the taxes would be delinquent and interest would be assessed on the taxes.

Ms. Reynolds asked if the City eventually gets paid.

Ms. Peterson replied if the taxes go into forfeit, then we write off the balance.

Ms. Reynolds noted in the resolution the collection of taxes in “2016” should be “2017”.

Ms. Peterson said Council will amend the resolution to reflect the correct date.

Ms. Reynolds did the math and it is a 31% increase over last year in delinquent bills.

Councilmember Saefke added the chart in the Council packet shows the number of accounts stayed pretty level until 2013. There are more people not paying their bills.

Ms. Reynolds asked about the list at the end and if those properties were more likely to be paid or overlooked.

Ms. Peterson replied the City requires accounts to be in the owner’s name. If the previous owner does not pay the final bill and the title company does not collect on the bill, the amount will be due by the new owner. Utility bills go with the property.

MOTION by Councilmember Bolkcom to adopt Resolution No. 2016-56. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

MOTION by Councilmember Bolkcom to amend the second paragraph; last sentence of the resolution to read 2017. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

Councilmember Saefke noted that only the property taxes are tax deductible, not the assessments.

Ms. Peterson replied correct; the Anoka County will notify and identify what to report for taxes, and it does not include special assessments of any kind.

Travis Gardner, 5313 Horizon Drive, said he knows why this is going on and why we are seeing more delinquency. The billing system is atrocious; he can go an entire year and then all of a sudden he gets a letter or a water bill. He fills out the form but does not get the bill.

Councilmember Bolkcom replied that staff will see why he is not getting a bill. She automatically gets an email from the City saying the water bill is due. The City is also working on getting automatic meters so the City is not dependent upon having someone read it.

3. Receive the Landscape Design Guidelines for the Urbanized Sections of University Avenue (53rd Avenue through Community Park Area at 71st Avenue N.E.).

Councilmember Bolkcom asked if this will come back at a future date and if we agree to this are we committed to this. She said her understanding is that we are agreeing to go ahead with this but have no idea what the cost and maintenance will be.

Kay Qualley, Environmental Planner, replied this is a chance to combine some things that go through the heart of Fridley. This is a broad landscape guideline, and if there is another project it will involve future maintenance. There are many factors that go into this and there are design guidelines that are intended to be a broad framework to look at and come back to Council when there is a firmed up project.

Councilmember Bolkcom said she liked the plans. It is always good when there is less mowing. This is the first step of many steps.

MOTION by Councilmember Bolkcom to Receive the Landscape Design Guidelines for the Urbanized Sections of University Avenue (53rd Avenue through Community Park Area at 71st Avenue N.E.). Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

4. Receive the Twin Cities Gateway Fiscal Year 2017 Budget.

Councilmember Bolkcom said she did not understand the budget. She asked why the marketing expenses are more than any other comparable organization.

Wally Wysopal, City Manager, replied that is a good thing, because less was spent on administration costs than what is going out to promote the cities. The Twin Cities Gateway uses lodging taxes for the purpose of promoting our city. Funds are given back to cities and the funds are a portion of what was generated in the tax. We use the funds in the form of grants for activities

like Pumpkin Night in the Park. The idea is to bring people to our community, stay in the hotels to create tax, and then distribute it back to the City.

Councilmember Bolkcom asked what comes back to the City.

Mr. Wysopal said he will provide the information back to Council and include how the funds are being used in Fridley.

MOTION by Councilmember Bolkcom to Receive the Twin Cities Gateway Fiscal Year 2017 Budget. Seconded by Councilmember Varichak.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

12. Resolution Adopting Assessment for the 2015 Street Improvement Project No. 2015-01.

MOTION by Councilmember Bolkcom to adopt Resolution No. 2016-58. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

13. Resolution Adopting Assessment for the 2016 Street Improvement Project No. 2016-01.

MOTION by Councilmember Varichak to adopt Resolution No. 2016-59. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

14. Resolution Adopting Assessment for the 2016 Nuisance Abatement.

MOTION by Councilmember Bolkcom to adopt Resolution No. 2016-60. Seconded by Councilmember Saefke.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

15. Receive Bids and Award Contract for 2016 Springbrook Nature Center Improvements Project No. 510 – Nature Play Area and Outdoor Amphitheater.

Jack Kirk, Parks and Recreation Director, stated that on Friday, October 7, 2016, at 10:00 a.m. bids were opened for the Springbrook Nature Center Improvements Project #510, the Nature Play Area and the Outdoor Amphitheater. A total of four responsive bids were received from Blackstone Contractors of Corcoran, MN; Custom Builders of Cold Spring, MN; Maertens-Brenny Construction of Minneapolis, MN; and Urban Companies of St. Paul, MN. The lowest responsive base bid was from Custom Builders in the amount of \$283,155.00. There were a number of deduct

alternates in the bid form, to give us some flexibility for moving ahead with the project should the bids have come in too high for our budget. The total for the deduct alternates from Custom Builders was \$39,630.00.

Mr. Kirk said this project will include work on two components of Phase 2 for the Springbrook Nature Center Improvements Project, the Nature Play Area and the Outdoor Amphitheater. The nature based play area will be designed to encourage children to engage with nature in unstructured play opportunities. Children can climb on logs and boulders, play in sand and water, and build things with branches and other natural items. The play area will consist of natural elements and constructed features that will blend into the Nature Center's environment. The outdoor amphitheater will be located just east of the Nature Center building and will feature tiered hillside seating and a small round performance area. Nature education classes, musical and theatrical performances, ceremonies and meetings could utilize this area, with permanent seating for up to 150 people, and capacity for an additional 100 people on adjacent grassy slopes.

Mr. Kirk noted this project is being funded by the Springbrook Nature Center Foundation through funds raised in their capital campaign. The Foundation has the funds needed to support this project and is ready to move forward. Springbrook Nature Center Foundation Chairman Malcolm Mitchell provided a letter to the City on September 8 indicating the SNC Foundation support for moving ahead on the Phase 2 projects with an estimated cost at \$280,000. He said he spoke with Mr. Mitchell on the phone and informed him of the base bid coming in at \$283,155 or \$3,155 over the estimated cost. Mr. Mitchell has indicated the SNC Foundation support to move ahead with all the items covered in the base bid, with the Foundation to pay the entire amount.

Mr. Kirk said that staff recommends the City Council move to receive the bids per the attached bid tabulation and award the contract to Custom Builders of Cold Spring, MN for the 2016 Springbrook Nature Center Improvements Project #510 – Nature Play Area and Outdoor Amphitheater in the amount of \$283,155. If approved, staff will notify the contractor of the award and issue a notice to proceed upon receipt of acceptable submittals.

Councilmember Bolkcom said in the future a letter or email would be good to have if the amount is over what was originally approved.

Mr. Kirk replied they were on a tight schedule and anticipated that the bids would come in around that amount.

Councilmember Bolkcom asked how overruns would be handled.

Mr. Kirk recognized the budget is tight, but the Foundation does have funds on hand to handle any change orders and this was discussed with Chair Mitchell. We would make sure we talked to the Foundation about any overruns prior to going ahead with that work.

Councilmember Bolkcom thanked the Foundation for raising the funds for this new improved center and to those who donated.

MOTION by Councilmember Bolkcom to receive the bids and award the contract for the 2016 Springbrook Nature Center Improvements Project No. 510 – Nature Play Area and Outdoor

Amphitheater and award the contract to Custom Builders in the amount of \$283,155.00. Seconded by Councilmember Varichak.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED UNANIMOUSLY.

16. Informal Status Reports

Mayor Pro Tem Barnette said the Fridley Community Connection Newsletter is a great way to inform the public on what is going on in the City and who to call if there are any questions. Congrats to those who work on it.

Jim Kosluchar, Public Works Director, stated that on the night of September 21-22 Fridley experienced an extreme rainfall event between 5 and 11 inches, resulting in flash flooding in many locations. The City has a survey available to report damages to allow staff to assess area drainage systems and evaluate where improvements may be needed. The survey is available on the City website by searching for September Flooding Survey.

Councilmember Bolkcom received a phone call concerned about the Riverview Heights area and how often we check the grates. She wanted to know how often it is examined and when we know there is a storm coming are certain areas checked.

Mr. Kosluchar replied yes. Right now, post storm, staff is doing a lot of debris clean up. Crews have been out twice a day to keep up with the debris in the grates. Severe storms are watched. We were watching this storm on the radar but the predictions were not correct. The storm intensified rapidly. Staff is looking at places we can augment and for areas of improvement as a result of this storm.

Councilmember Bolkcom noted that there was a lot of flooding in the Springbrook Apartments area. She asked if there were any other structural issues.

Mr. Kosluchar replied this storm created a line that is called "training." The storm stacked up water in a line, did not move much, and kept dropping rainfall bans in the same area.

Wally Wysopal, City Manager, announced the next budget work session will be changed from November 21 to November 28. That is when the complete budget is presented by fund, department and division. The 2017 utility rates will be presented to Council on November 28 for approval. Council will hold a public meeting on December 12. Council adopts the final 2017 levy, 2017 budget and revised 2016 budget on December 27.

Mr. Wysopal announced the following new staff:

Thad Norlinger, Assistant Liquor Store Manager
Matthew Schlenker, Police Officer
David Kostuch, Police Officer
Courtney Rolfe, Crime Prevention Specialist

Councilmember Bolkcom said on October 20 there will be meeting at 5:30 p.m. about the civic campus and on October 25, at 6:30 p.m. there will be a presentation and an opportunity to ask questions about the civic campus at City Hall. The regular Council meeting is on October 24.

Mr. Kosluchar said Anoka County parks will rehab the trail at Locke Lake Park and Edgewater Garden Park, with tree removal and bank stabilization. They will rehab the asphalt through there. This was planned, and not a reaction to the storm. The trails will be closed and signage and detours are up. The goal is to finish the asphalt yet this year, but if it cannot be completed, there may be a gravel trail until spring.

Mr. Kosluchar said the Met Council Interceptor will mill and overlay Hickory Circle and there will be no cost to residents or the City. Notices were sent out last week.

Councilmember Bolkcom asked about the sealcoat that had to be cut into.

Mr. Kosluchar replied that the patch on west Moore Lake was an unplanned repair. In that area the sealcoat was disturbed by CenterPoint. CenterPoint is waiting for the asphalt to cure and 18 months is a good timeframe to let asphalt cure. CenterPoint will contact residents with a direct mail.

Councilmember Varichak asked when the project by the Holiday gas station will be complete.

Mr. Kosluchar said they may be waiting for the concrete to cure. They should be close to being done.

Councilmember Varichak said she sees a lot of people not abiding by the signage and turning onto that road. She is afraid something will happen or someone will get hurt.

Mr. Kosluchar noted that is dangerous maneuver. People behind you are not expecting you to stop. The Police Department has been active out there, avoid a ticket and do what the sign says.

ADJOURN:

MOTION by Councilmember Varichak to adjourn. Seconded by Councilmember Bolkcom.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR PRO TEM BARNETTE DECLARED THE MOTION CARRIED AND THE MEETING ADJOURNED AT 8:46 P.M.

Respectfully submitted by,

Krista Peterson
Recording Secretary

Robert L. Barnette
Mayor Pro Tem

PLANNING COMMISSION MEETING
September 21, 2016

Chairperson Kondrick called the Planning Commission Meeting to order at 7:01 p.m.

MEMBERS PRESENT: David Kondrick, Brad Sielaff, David Ostwald, and Mark Hansen

MEMBERS ABSENT: Leroy Oquist and Mark Heintz

OTHERS PRESENT: Scott Hickok, Community Development Director
Kay Qualley, Environmental Planner

Approval of Minutes: July 20, 2016

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

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

1. PUBLIC HEARING:

Consideration of a Text Amendment, by the City of Fridley, to consider an ordinance opting out of recently passed State Legislation, MN Statutes, Section 462.3593, requiring cities to permit temporary family health care dwelling units.

MOTION by Commissioner Sielaff to open the public hearing. Seconded by Commissioner Ostwald.

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.

Scott Hickok, Community Development Director, stated this is a piece of new legislation that would require cities to allow temporary family health care dwelling mobile dwelling units be placed on a property within the City; and they would serve as temporary dwelling units.

Mr. Hickok stated the law was put into place to provide temporary transitional housing for those with mental or physical disabilities. The legislation includes provisions for cities to opt out. Many cities including Columbia Heights, Coon Rapids, Crystal, New Brighton, Spring Lake Park, and others have already opted out. Staff reviewed this item with Council on September 22 at a work session and advised staff was looking at that opt-out option and would be going through that with the Planning Commission.

Mr. Hickok stated unless the City opts out of this new law, a temporary dwelling becomes a mandatory permitted use provided they follow the following criteria within that State law. First is the short-term care alternative for mentally or physically impaired persons allowing them to stay in the temporary dwelling unit on a relative's or caregiver's property.

Mr. Hickok stated it will also provide specific regulations that allow these dwellings as permitted temporary uses on the property. Some of those regulations are, the structure has to be primarily pre-assembled, it cannot exceed 300 square feet in size, and there has to be access to water and electrical utilities by connecting to the dwelling or other comparable means. There has to be an executed contract or septic system management. The structure has to comply with structure setback requirements. The structure is limited to one occupant who is mentally or physically impaired with written certification from a licensed physician, and the permit is valid for six months with a one-time six-month extension.

Mr. Hickok stated the new law may be well-intended; however, from staff's perspective there are many concerns they have that are not adequately addressed through the new law. Allowing two dwelling units, even for a temporary timeframe parcel that is zoned for R-1 would be an issue. Requiring the temporary structure comply with setback requirements, placement of the structures, fire and police access issues also would remain a concern. Safety of the occupant structures are not required to meet building, plumbing or electrical requirements. Combine that with that previous bullet point of having maybe little or no knowledge that it exists in the backyard of somebody's home. If you are on the Fire Department and responding to an incident or a First Responder to a medical incident, that can be a problem.

Mr. Hickok stated the \$100 fee the State is requiring will not cover the City's cost associated with approving the permit. The application passes through many hands, and there inspections required. A \$100 fee is inadequate to cover those costs.

Mr. Hickok stated also with HIPAA privacy related to the information required in the law, it still requires the City obtain that from the impaired person's physician. There may be a lot of physicians who may have difficulty giving that out to the City.

Mr. Hickok stated staff recommends that the Planning Commission hold a public hearing on this ordinance request and recommend approval of the opt-out of the State Statute Sec. 462.3593 to the City Council.

Commissioner Sielaff asked, are there cities who are opting to be in? What did staff find out there?

Mr. Hickok replied, there are some cities that have chosen not to opt out; but the cities staff has chosen to look into are those surrounding Fridley. Quite often Council and Commissions like to know about those cities most closely associated with Fridley or surrounding it. Staff has looked at those carefully and, as they can tell, a number of those have opted out. Generally speaking

from his planning peers, his community development peers, throughout the metropolitan area, this is an overstep on the part of the State Legislature. They have stepped into what was an empowerment of local government, and that is zoning; and it was a decision singularly focused on something that was not well thought out. As they talk to his peers, there are so many things, so many concerns. Think about that ailing friend or family member in this case who might be on a waiting list for a facility somewhere and then lo and behold they decide to put this in the yard. It seems like a great idea, but what happens after six months. You could get an extension for six months, but now they are not on the waiting list anymore in another location and you have used up your time. What do you do with the relative that was on a waiting list for some other type of care facility, and now they have only had a year on your property and that is all the law will provide for them.

Mr. Hickok stated they would like to think the City of Fridley is open-minded about providing options for care for individuals, but they really want them to be well-thought out. And where the State has empowered the City to make decisions regarding zoning, the City would really like to be able to have them step back, stay out of those decisions, and let the City do that. Some people talked about the zoning map as a contract almost. If someone moved into a single-family neighborhood and the City's map assured him this was single family, he would want to be protected there in that regard. A single-family house, essentially in the backyard of the neighbor's house, changes the whole character of the lot, the feel of his privacy, etc. Again, although well-intended this really does have impacts that were not well thought out in the law.

Commissioner Sielaff stated there was nothing in this evaluation requiring public meetings or anything like that?

Mr. Hickok replied, time was of the essence because, like any other amendment that passes by ordinance, they have had to go through the public hearing process; and the public was invited to come. The City should have opted out by September, they had a clearance to opt out by September; however, staff was working with the City Attorney and evaluating. Honestly, there is a bit of a downside when you think about it from a political perspective. If anyone has had an elderly adult or somebody they have had to look for care for, facilities can be very expensive; and it can be very difficult to find a facility they are comfortable with. This seems like a very nice option. Politically it could be a difficult decision to make to say, the City is not going to allow this as one of those options. Staff took the time it was necessary to evaluate it and, although they knew they were going to miss that early September deadline, if somebody came in with an application tomorrow, staff will accept it and will look at it as a training opportunity to see what happens when they bring in the temporary facility. Meanwhile they will continue through the process towards Council's adoption of this ordinance and that will happen some time late October if they move forward on this track. It will be published and will be law by November.

Mr. Hickok stated staff thinks it is an important thing for the City to evaluate options for continuing health care for folks in need but in this way it is a swing and a miss.

Commissioner Ostwald asked whether there has been any interest at all? Has anybody contacted the City looking to try and do this?

Mr. Hickok replied, no, not for health care. The City has had a number of calls from people interested in the tiny house trend.

Chairperson Kondrick asked how do people work out the sewer and water problems?

Mr. Hickok replied, that is one of the things they are concerned about. He loves camping and lives in his camper on weekends throughout the entire summer. He knows there is a good set up for that and is not concerned about his sewer setup. However, if he was living in his camper in his backyard for six months straight and not taking it out to a facility for obvious things, he would be very concerned about it. As this law states, you literally set up a contract with a pumping facility organization to come in. The capacity in a 300-square foot unit is not very much and you would have the pumping every other day, frequently at least. It is a problem.

MOTION by Commissioner Ostwald to close 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 CLOSED AT 7:14 P.M.

Commissioner Hansen stated the City of Fridley is right on and the State did not really think of all the ramifications while they were putting this together, along with all the challenges that present to the cities. What happens after a year? How does the City really deal with it. He works at a city himself, and he knows that would be a challenge. How would you enforce that. How would you go about removing one of these things after the one-year timeframe expires.

Chairperson Kondrick stated he agrees.

Commissioner Ostwald stated it could be a full-time job for somebody to keep things on track.

MOTION by Commissioner Sielaff approving a Text Amendment, by the City of Fridley, to consider an ordinance opting out of recently passed State Legislation, MN Statutes, Section 462.3593, requiring cities to permit temporary family health care dwelling units and receiving the related document. Seconded by Commissioner Ostwald.

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

2. PUBLIC HEARING:

Consideration of a Text Amendment, by the City of Fridley, for Fridley City Code Chapter 113 (Solid Waste/Recycling) which proposes to update definitions, create licensing categories for new and current services (yard waste or organics collection), require metal refuse dumpsters in interior multi-family , and require additional residential recycling reporting requirements for haulers.

MOTION by Commissioner Hansen 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 7:20 P.M.

Kay Qualley, Environmental Planner, stated Julie Jones, Deb Skogen, Fire Department representatives, the City Attorney, and she has reviewed the following material. Text Amendment of Chapter 113 is to amend, update and change the recording requirements to align them better with County reporting requirements. Minor revisions to the text to update to match State language in many definitions. Propose licensing changes and additions to reflect market changes. One goal is to reduce code enforcement violations which make up a significant portion of all the City's enforcement work and also to increase public safety in multi-unit dwellings, in terms of fire suppression inside buildings by using only metal vs. plastic dumpsters for garbage collection.

Ms. Qualley stated, Update to License Categories: 1. Staff is proposing to make the change for yard waste as a separate license. The City is not currently licensing yard waste, but this service is offered through holders of residential and commercial solid waste licenses. It assumes waste haulers offer the service, but others could also pick up yard waste only and not offer solid waste services. Because of recent changes in the composting laws, large-scaled composting operations can be licensed by the Pollution Control Agency; and businesses could actually provide containers and pick up yard waste but be unallied with the solid waste industry. The City would have a modest license fee much like the other license categories, 1 through 4, that currently exist.

Ms. Qualley stated that the County is now tracking yard waste tonnage as a separate entity, these proposed changes would simplify reporting purposes and not close the market off only to larger haulers of solid waste.

Ms. Qualley stated the next category of licensure reflects organics, an “up and coming” service that can be handled by a separate company or a solid waste hauling company. There is an important distinction for organics. A single-source separated compostable (which is just the long version of the word, "organics") license is what is proposed because organics are just exactly like recycling. They are a portion of a manufacturing process because the owner of that banana peel pre-selects it to put in a bucket but then these organics can be converted into a product that is

manufactured into compost by Minnesota workers. It is not part of a landfill process at that point. The staff proposal, and this is backed by the League of Minnesota Cities, as well as two different opinions of city attorney Darcy Erickson, that a single-organics license issuance for residential purposes would suffice to handle it just exactly like recycling where the City would have an RFP go out in the future as a pilot project and have only one hauler do it to avoid the myriad styles and locations for disposal that are currently muddying the waters in the industry. It would provide a more clean-cut way of dealing with it, dealing with reporting, and having it be exactly like a recycling process except it would be opt in. It is not a state-mandated process.

Ms. Qualley stated regarding Chapter 113 and Code Enforcement - As stated there are issues in code enforcement the City faces every day. She is one of the people who goes out in code enforcement, and there are outside storage of plastic bags of leaves and, instead of composting and having them hauled away, and paying someone for yard waste removal, they are just littered around the property. The City does not have that clarified and so staff is just adding a line to clarify that and prohibiting that type of outside storage of bags.

Ms. Qualley stated use of plastic dumpsters inside of apartments have begun to proliferate inside garbage rooms and garages and in interior garbage collection areas of multi-unit apartments. The City just wants metal refuse containers inside buildings because a plastic dumpster burns too fast and hot and the Fire Department approved the language in the amendment of Chapter 113 to reflect that.

Ms. Qualley stated also the City does not allow construction dumpsters in the street but it is not really spelled out and staff is fixing that as well. Also, staff would like to require that dumpster enclosures be accessible to haulers and residents at multi-units. What they mean by that is that a typical dumpster enclosure might be okay for a hauler to open up one for disposal but often the gates are too heavy for residents or children who get tasked with bringing down the garbage, to use. Things just get dumped on the outside of enclosures. The idea is to contribute input to redesign of these structures over the next few years, working with the owners and haulers to come up with the best kind of dumpster enclosures to increase the likelihood that solid waste goes into a solid waste dumpster, recycling goes into a recycling receptacle, and the same is true with organics or yard waste. Right now it is kind of a flawed process. Adding the words "and residents" is meaningful.

Ms. Qualley stated reporting of yard waste tonnage is not counted as part of the City's tonnage to Anoka County, but the County is now tracking it, which is new, so reporting will be required by collectors starting in 2017. Also, adding in commercial recycling requirements is new to reflect the State of Minnesota's requirements that businesses which had at least a four-cubic foot volume solid waste dumpster for garbage must recycle at least three items. In other words, plastic, metal, and paper or plastics, metal, and cardboard. Since most of this is recycled by businesses already, businesses can, without too much extra effort can attain those three recycling streams. Staff is recommending that businesses, where possible, even if they have to rebuild their enclosure (although the City is not stipulating that in the text amendment) work as hard as they can to put paired dumpsters side by side, with the recycling one on one side, a garbage one on

the other. At the very least, and staff is not spending time contacting commercial entities, they want to make sure the City Code matches State Statute so staff is adding a note that commercial recycling is now required for at least three items if you have a four-cubic foot dumpster.

Ms. Qualley stated requiring reporting to match Anoka County, the twice annual reports from licensees are currently received in a variety of formats. That is really putting it quite kindly. It is a digging process, even though they go through it twice a year, staff begs for the information in tonnage for what has been collected in terms of recyclables. Now it will be yard waste and organics as well, at some point. In order to obtain consistency with the County request for reporting, staff wants to make that part of the license so that everybody knows, okay, here is how you have to report it. So it is not just an e-mail from the Environmental Planner pleading for things to be in a certain format. This actually is written into the license, it is a level playing field. Everybody can provide their information in this format, and it will be consistent with both the County and the State.

Ms. Qualley stated the City's yard waste collectors and organics collectors will also be required to submit tonnages.

Ms. Qualley stated, additional housekeeping for Chapter 113 includes updating definitions, such as creating a definition for source-separated compostable because that was not in there before. Getting Code language to match State Statutes by updating words like dwelling units and yard waste is part of the text amendments. Additional Chapter 113 housekeeping would disallow burning of solid waste, recyclables, organics, and yard waste. You would not think people would be burning things like aluminum cans but based on code enforcement it is happening. It is bad for air quality, in general, and for neighborliness. Also, prohibiting plastic dumpsters from being located inside buildings, as stated earlier.

Ms. Qualley stated that staff recommended increasing insurance amounts from \$500,000 to \$1 million coverage for license holders just in terms of liability coverage. Staff also recommended the Planning Commission approve these proposed text changes in TA-16.03 to send to the City Council for the public hearing in whatever format they normally do.

Chairperson Kondrick stated this makes sense to him. The changes are common sense. He thinks everybody can understand them.

Commissioner Hansen asked whether Ms. Qualley she had any idea how many haulers might be interested in doing organics collection?

Ms. Qualley replied, of the six licensed haulers the City currently has, she knows that LePage & Sons, a local company throughout the County is looking at it and believes they might have recently received some certifications for organics collection. Walters which is another local company has done a pilot project in Coon Rapids. Waste Management, at a recent Anoka County Solid Waste Abatement board meeting stated that they were starting to look at organics. The problem is, and the reason for the single licensure, some are having residents

insert a compostable plastic bag and throw it in the solid waste, taking it to a transfer station, and then pulling the bag out for moving to a compost site. Others are collecting it in a separate container much like the cities of Minneapolis and St. Louis Park do. And so others have different techniques. Any one of those could possibly work but there may be three or four out of the City's hauler group who could move towards producing a response towards an RFP should the City issue it.

Chairperson Kondrick stated it might come back to having a plastic container that people could put this kind of refuse in to be collected by somebody.

Ms. Qualley replied, correct. That is one method. Typically those containers are either 20 or 30 gallon which compared to a typical refuse container looks pretty tiny, and she can personally lift one of those up with one arm with herself not being very muscular. They do not take up a huge amount of space and, in fact, if somebody decides to downsize their solid waste container because they find they are diverting 30 to 40 percent of their total solid waste by the collection of organics, they might find that two smaller containers can fit snugly in the garage where one used to be.

Chairperson Kondrick stated these can be stored within an enclosure or garage or outside. Can they be in sight of the street with normal regulations? Can you see them?

Ms. Qualley replied, typically in terms of recycling and solid waste containers in the City, they can be within the public view but they cannot be forward of the forward most part of the front of the house or the garage, whichever sticks out the furthest.

Chairperson Kondrick stated he is interested in what about the smells that would be coming from that if it was inside the garage.

Ms. Qualley replied, those same banana peels are part of their current solid waste mix and are mixed with other things such as plastic film and non-recyclable items called solid waste or mixed municipal solid waste. They are busy producing odor anyways in one's garage if that is where you keep your container. When they are concentrated, there is a slight intensifying of that odor because they are not mixed with other stuff. However, she asked the question at today's meeting if the industry had advanced to the point where our carbon filter lids have been incorporated. She was assured they are in fact available in the industry. Since she is a test pilot herself in the City of Minneapolis where she is kind of looking at the pitfalls and what is good about it, that is a recommendation she would make in the RFP and since they would be starting slowly with people who want to opt in anyway, why not head off any problems ahead of time and make it a very smooth process.

Commission Hansen asked how frequent would the pick-up be? Would it be like recycling, every other week?

Ms. Qualley replied, frequency of pick up would have to be once a week because organics can get a little soggy. For recyclables, if somebody does not drain that pop bottle, it is quite a different matter. With organics, the bags used for collection are compostable. If they sit for two weeks they start to break down, which they are intended to do so you can just put them in a compost heap and a week or so later with a few other ingredients—become part of the compost itself. Therefore, it would not work for them to go for two weeks. Also odor would be a problem.

Ms. Qualley stated in terms of odor mitigation she has heard that either a small layer of grass clippings or small layer of leaves can help with the odor if you are experiencing it in mid-summer. That was information from the company which is currently running the Anoka County compost site.

Commissioner Ostwald stated as to the weekly pickup, he asked Ms. Qualley if she had any idea what the fees would be for this opt-in service for organics?

Ms. Qualley replied, she does not. The reason is in an opt-in pilot program some of the variables would be the frequency of pick-up and container size and number of participants. Pick-up day is already established as weekly on the same day that garbage (aka mixed municipal solid waste) and recyclables would be collected so it would still be a zoned by day and “Blue Zone or Gray Zone” type of pick-up. How many people would opt in is a question. Some of the cities that are contracting for organics collection sites where people take their compost bag, put it in the car, and take it to a central location to put into a designated organics dumpster, use of one such facility grew from maybe 68 to 123 people in a year. However, Minneapolis, which has weekly pickup of organics in small carts, has grown to 42 percent of the areas that they have rolled it out into (which is not every single neighborhood), very quickly. Partially because people start reducing their solid waste containers and they think, this is good, they do not have the fuel surcharges and some other things associated with solid waste because landfills are a limited commodity and State goals to reduce solid waste are increasing.

Chairperson Kondrick stated although they have to pay extra for it, they are going for it.

Ms. Qualley stated, to get back to Commissioner Ostwald's question exactly, this is going to be a function of the City's best guesstimate and it may be a sliding scale of slightly more expensive at first but then the ability to reduce maybe some garbage costs as a mitigating factor and then if they can build up the number of people through promotion of it, she is guessing like anything else, the fees would go down. They would make sure that any contract was a limited term or even possibly end at the same time as the recycling contract in 2019 for the convenience of the City.

Commissioner Sielaff stated does that mean they are going to have more trucks riding around Fridley?

Ms. Qualley replied, if the City does nothing, it will have six more trucks. However, if the City does something it will have one more truck in the City in each neighborhood by having one license. That service is coming and it will be multiplied times six and then six different trucks will be picking up organics.

Commissioner Sielaff asked why are they reducing six down to one?

Ms. Qualley replied when the City went to a single license for recycling, the City took five other recycling trucks that conceivably could have been on the road, down to one truck. That is the same kind of idea. These are manufacturing processes so the owner of the banana peel is taking it and putting it to good use in a way by turning it into compost when the City uses a single hauler, like recycling, who won the RFP. That way only one truck is going around. It is very efficient and easy for her to keep track of one company and one truck and one driver. She knows where there are problems. In the case of recycling with a single hauler, she knows how many times they have missed in four years which is four and the rest of the time people forgot which day was their recycling day. In this way it would be every week so it would be very easy from a staff's standpoint to administer with a single hauler who had won an RFP, and it would keep five other trucks off the road as well.

Commissioner Sielaff stated there is organic recycling now, right? Except you have to bring it to a recycling (*organics*) site.

Ms. Qualley replied, yes, that is true but there also is a test case with Walters in Coon Rapids with picking it up; and a couple of others who are dabbing their toes into it. This particular revision of Code and licensure is very timely so the City does not sort of end up with a mess and lots more trucks.

Commissioner Hansen stated he understands what Ms. Qualley is saying about the one truck because it is like the recycling. Everybody will have the same hauler. Is there any kind of scenario for vegetation that he puts in his yard waste bin that could be combined with this organic collection or does it have to be a processed separately?

Ms. Qualley replied she has talked to some haulers who absolutely are opposed to that because yard waste is collected April through November and the profitability and the profile of this sort of drying or somewhat decomposing product is collected on that timetable; whereas, organics would have to be collected weekly year around. They felt that either maybe it could be looked at in the future, however, with the current technology that they would want it collected year around for organics every week and that would be a slightly different metric.

Commissioner Sielaff stated organics in the wintertime would be broken down a little bit before they are picked up, but they would need to be composted further after pickup?

Ms. Qualley replied as part of the manufacturing process involved with organics, they call it the green, brown, and air mix. You need something besides what is inside that bag. You might need

some dried brown leaves that are only collected three-quarters of the year and stockpiled. You need air which is in the form of a machine turning it in a compost windrow and then rolling it to the next windrow where it becomes more and more composted until it can be bagged as compost material. You only have one-third of the equation inside that bag. That is why it needs to go to a composting facility, a type of manufacturing facility. It provides Minnesota jobs and an end product that Minnesota residents can use in their garden.

Commissioner Sielaff stated, in other words, organic compost that is picked up needs further composting and it would need to be composted with leaves?

Ms. Qualley replied, yes, you want to work in some dry roughage if you will because the stuff in the bag turns into kind of a slop fairly quickly, especially in the warmer weather. And then you work in the chunky stuff you have been collecting over a nine-month period as well as air is extremely important in a home compost heap or in the homeowner tumbler kind or as handled in a commercial composting facility. That is what you are providing as the third ingredient. There is some manufacturing facility aspect to the outcome of making those two things work together.

Commissioner Sielaff asked, and you can compost all year with certain organics?

Ms. Qualley replied you can. It gets pretty hot, but somewhat weather dependent to generate a final product. If you ever been on a job site where wood chips or the great big pile of organic matter and you dive down into it in the summertime for instance there is still some snow and ice underneath. It is fairly insulated but the ability to move it around is not going to be present in January - the heart of the winter. They would drop the stuff off and probably just cover it with something that has been in some sort of a covered building, like straw. We would expect commercial compost site operators to have that figured out.

Commissioner Sielaff stated the issue was brought up where you can combine the yard waste with organic waste. It sounds like you can still use yard waste in a composting process for organics. Is there some way of doing this where you can do the combination for a while but also hold some yard waste over here to be utilized in composting during the part of the year when you do not have the yard waste?

Ms. Qualley replied a home compost heap is probably the most efficient way of doing what Commissioner Sielaff is talking about and the County highly encourages that because there is less of a carbon footprint associated. They are not using trucks and men and materials and doing things to the compostables with other equipment so it is less complicated, but not everyone can do it and commercial organics can collect items that home composters cannot by Code put in home compost. Turning large volumes of yard waste and kitchen scraps into perfect compost within one little cart or home compost bin is really not achievable efficiently. And collection of organics keeps more items like paper plates and tissue out of the waste stream. What she understands from industry professionals is that keeping yard waste and organics collection processes separate is what they prefer at this time. That could perhaps change.

MOTION by Commissioner Sielaff to close 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 CLOSED AT 7:47 P.M.

MOTION by Commissioner Hansen approving Text Amendment, by the City of Fridley, for Fridley City Code Chapter 113 (Solid Waste/Recycling) which proposes to update definitions, create licensing categories for new and current services (yard waste or organics collection), require metal refuse dumpsters in interior multi-family housing, and require additional residential recycling reporting requirements for haulers. Seconded by Commissioner Ostwald.

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

- 3. Receive the Minutes of the July 12, 2016, Environmental Quality and Energy Commission Meeting.**

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

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

- 4. Receive the Minutes of the August 25, 2016, Environmental Quality and Energy Commission Meeting.**

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

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

- 5. Receive the Minutes of the August 1, 2016, Parks & Recreation Commission Meeting.**

MOTION by Commissioner Sielaff to receive the minutes. Seconded by Commissioner Hansen.

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

OTHER BUSINESS:

6. Green Steps Cities 9.1 BMP EQE Recommendation.

Ms. Qualley stated this is hers as well because it interfaces with the Environmental Quality and Energy Commission recommendations as she is staff for that group; as well as recent grant opportunities that have been realized that have Phase II implications coming up shortly because the City did well in Phase I.

Ms. Qualley stated the purpose of this item on their agenda is to start planning for Phase II of a current Minnesota Department of Transportation Landscape Grant for right-of-way plantings along University Avenue, north of 694, and south of Mississippi. If this planning goes forward typically \$15,000 of plants like trees, shrubs, and hardy perennials, wild flowers and pollinators are installed with volunteer labor; and the City takes care of it afterwards.

Ms. Qualley stated the Grant is typically multi-year in a corridor. In the first part of this year, the City was granted a competitive grant with MnDOT, and by working with their landscape architect, Tony Wotzka, to produce a landscape design, volunteers planted 54 trees, many shrubs, and hundreds of perennials in the area of the Mississippi River bike trail just north of the regional park and 694 at East River Road. This planting is apparent from a vehicular traffic standpoint, it provides fall color shrubs, native plants, as well as being accessible to Fridley's largest multi-unit apartment complex at Georgetown and the many users of the Mississippi River Trail. Very surprising, when working with the Youth Conservation Corp. to install these plants, was the number of bicyclists and walkers who use this trail which is quite tucked away but it is by no means obscure, it turns out!

Ms. Qualley stated so that went really well and the only remaining plants to install are eight small Whip Trees and a few little Asters and some wildflower seeding which will take place in the next two weeks. It went well and typically because East River Road is an Anoka County Road, the corridor plantings would not continue there but move over to a MnDOT roadway and, based on discussions throughout the City with Council and so on, typically they would be looking at University Avenue because of the development with the Triland project at 57th, Cielo around 61st, and the fact this is a future bus route, the transit corridor, the potential development in other areas like the Columbia Arena site would seem to indicate that this type planting enhancement, instead of just mowing salt-damaged grass which is what the City now maintains, might be called for.

Ms. Qualley stated it is a really nice thing when a couple of things like a grant and something the City is already doing as a Green Step City working on best management practices could possibly coalesce in this area. For Green Step cities, there are 29 best management practice areas which is just jargon for saying, hey, we are going to help you, give you some advice, to do things that are going to make your city a better place but not put any pressure on you to go any one direction. You tell us what direction you want to go, and we will give you a little help. So when Fridley became a Green Step city, it became eligible to do things like get a Green Corp volunteer

member working with the City and so over the last 11 months the City has somebody working on urban forestry practices.

Ms. Qualley stated one practice that could dovetail nicely with the MnDOT grant is Practice No. 9. It focuses on the economic development through revitalization using broad design guidelines. Staff is just focusing on the first part, establishing standards for landscaping in rights-of-way areas which is what the EQEC discussed. This also may yield research assistance along University Avenue working with the City planning staff, GreenStep Cities and Mr. Hickok for things that have implications with the next Comprehensive Plan perhaps, as that process has now started.

Ms. Qualley stated in regard to Green Step Cities 9.1, Efficient Highway and Auto Oriented Development, the City has already developed transit-oriented development standards in an overlay district that extends from the Cielo Apartments on the east side of University between 57th and Mississippi. Just one small step further would be to establish these design goals in the landscaping sense. Also other areas that are a little bit more tired, some surface lots and some strip mall and strip centers and that kind of thing could even benefit. However, back to the point, the Environmental Quality and Energy Commission approved broad design recommendations for along University Avenue. Removal of the MnDOT bent up and broken chain link fencing was No. 1 on the group's list with some vehemence. The Environmental Quality and Energy Commission nly where necessary the group would like to have Design No. 1 emphasized and chain link fence or any fencing preferably replaced instead with shrub groupings and/or decorative fencing and other visual design elements only if that becomes necessary with preferences for no fencing.

Ms. Qualley stated these guidelines were developed by the EQEC and designed too be broad and not to hamstring the City, a developer, MnDOT, or anyone else involved in the project but to be sensible and still have the goal of creating a better feel for the heart of the City. Any plantings should achieve an overall softening of the transportation corridors. That means maybe making it seem less like a thoroughfare race track in a sense. While keeping safety important in any landscaping projects should equally consider the safety of pedestrians, wheeled conveyances like wheelchairs, skateboards, whatever is crossing; and volunteers and maintenance staff of course need to be safe as well. That is a thorny and tricky one but it is important and needs to be in the design criteria. The suggestion was to create an 11-foot wide or narrower through lane for autos in order to accommodate slightly wider, middle pedestrian refuges. It will not give the City a lot of extra room, but it might give it just a little bit shorter crossing distance for pedestrians. In places like 61st where kids are trying to get to middle school, after school programs, that type of thing, that could be a big deal to have just a little bit shorter run there.

Ms. Qualley stated also of course because the highways are salted and the City needs to make it easy, using low maintenance plants and in broad swaths, in other words, not detailed, fussy kinds of planting but something that can be viewed from an apartment window, from a vehicle, and from someone walking by that maybe has some color resonance and repetition but is not really difficult to take care of-that was design item No. 5.

Ms. Qualley stated No. 6, perennials and pollinator flowers in the center along edges should be cut down in fall maintenance so as to not impact MnDOT or Anoka County snowplowing crews. That was important and of course practical as well. That is one of the beauties of perennial plants, they come up every year but you can cut foliage down in the fall so they do not become a nuisance to snowplow crews.

Ms. Qualley stated using trees where possible but keeping them out of the plowing and clear zone was an important goal to the EQEC. However, similar to other plantings along Highway 96 and perhaps 35E and other places in the Twin Cities, let's not say that you cannot put trees in along our roadways in some limited capacity when you see trees going in another part of the Twin Cities transportation corridors, so, let's use trees where we can. It is going to help soften the corridor. It might visually slow down the traffic just a little bit but, at any rate, it is going to make the City of Fridley look like a nicer place to live; and that is much to be encouraged. No planting of trees where trees should not be and certainly no place where they would become more of a danger than the existing chain link fencing.

Ms. Qualley stated for plantings you should buy woody shrubs with perennials and grasses and be located in the center areas as well as roadways edges, perimeters, and underutilized weedy areas of the right-of-way. That last wording of that part just means, okay, you already have weeds growing up to three feet tall, do not tell us that you cannot put three-foot tall perennials in because the weeds you are not cutting are already three-feet tall so what is the big deal basically.

Chairperson Kondrick asked whether staff is getting any input or suggestions or feedback from the County regarding the roads and any future plans the County may feel that University Avenue or East River Road might require. They are talking about doing these things but is the County saying, no, our plans do not include that kind of stuff...we will have to tear up what you are doing so, no.

Ms. Qualley replied, even though East River Road is a county road, because this project took place with both MnDOT transportation funds and a MnDOT landscape architect on their right-of-way property, Anoka County did not really have a position in it because the City stayed out of the plow zone. But to continue to march up their road, yes, they would have plenty to say about it. Transferring over to University Avenue which is a MnDOT and not a county road, makes lots of sense because it is a MnDOT grant. Keeping in mind the concerns of the Metro Desk, maintenance, again back to the snowplowing thing, she had a conversation with them about this; and they expressed concern of course because they want to make sure their snowplows are not being impeded. At one point she teasingly said, well, if we put some shrubs, 10, 12, 15 feet uphill from the street and if snow plows are there, that is a different issue if they are plowing way up there, whether that was a shrub they hit or a chain link fence. In all seriousness, if the plantings are done appropriately so it is low trim turf right next to the highway, nothing too tall where things need to have sightlines to cross, etc., their own landscape architect would be doing the design work. He is in communication with the Metro Desk which would of course have to approve this plan if it passes tonight's meeting and the Council as well.

Commissioner Sielaff stated he understands all these design goals except for No. 4. He asked if she could explain what that means.

Ms. Qualley stated an 11-foot or narrower thru-lane for autos. Typically many cities, not just in the Twin Cities, but around the country are narrowing just slightly the drive lane, the distance between the line you are supposed to stay in and the next person's line. You might only grab a foot or two here or there, but it might be just wide enough to widen out a pedestrian, concrete area where they can stand in the middle because they can only make it halfway through a stoplight on the green Walk; or it might just shorten up the amount of crosswalk by just a couple of feet. The part you drive in would be narrowed just slightly.

Commissioner Hansen stated one of the goals they were trying to accomplish with the design goals that Kay has laid out is just really an overall softening of the corridor and kind of peel back from all the hardscape as the stretch of University they are talking about transitions more into a residential nature from what it was in the past. That is something people who are looking to come in and live in the City of Fridley are going to find important, to have it more softer, a little bit more landscaping, some visual elements to it. Along with that is the speed of traffic that is along University. Narrowing the lanes to something that the State may be willing to live with is going to help reduce speeds as putting vegetation and other things in the corridor, all that has an effect on people just generally wanting to slow down or slowing down.

Commissioner Sielaff asked what does this mean, accommodating slightly wider middle pedestrian refuges?

Commissioner Hansen replied, by narrowing the thru-lane, you are going to have more space for a pedestrian on either side of the street.

Chairperson Kondrick asked, what is the State's view on street reduction? The speed limit on University Avenue is 45 to 50. People are not going 45, they are going faster and they are not going 55, they are going 60. If you were to slow that down, does the County or State have any ideas as to what people are going to tolerate on the way to Blaine?

Commissioner Hansen replied, they are not talking about changing the speed limit. The way that works is the State will do the speed study and what they will do is take the 85th percentile and now set that as the speed limit. In some cases when they do a speed study to reduce the speed, it would go up. What they are trying to do is create a mental perception of drivers. When you are in a residential neighborhood, you are going to drive different than when you are on a highway. They are trying to bring the reality this is more of a residential corridor vs. the commercial corridor.

Ms. Qualley replied, that is exactly right. The other thing is that MnDOT is not the only state agency that is interested in University Avenue. In fact prior to her joining Mr. Hickok's staff, the Transit-Oriented Development, the Northstar Station, and many important advances for Fridley

as an interim suburb had been achieved. The East River Road Corridor Study and so on. The guiding documents we use, agencies like the Met Council that are encouraging higher density Metro Transit, the viewing maybe it is not up first on their radar for a bus rapid transit but believe her they have mapped out some potential stops on University Avenue. All of these things come into play nicely with this early preliminary and broad design guideline criteria. In discussions with the rollback between 55 mph back down to 50 speed limit that took place about a year and a half ago, with the Central Desk of MnDOT, they even brought up that in the future when the next redo takes place on University, a variety of things could be looked at, perhaps like an 11-foot wide drive lane and some slight tweaking of road and intersection design to achieve a more pedestrian and bicycling friendly roadway might be considered. For crossing through a linear city like Fridley that is getting denser especially in our designated transit-oriented development areas which is desirable per the Met Council, these discussions are intended to make safety for all users part of the discussion and also to help commuters realize they are traveling through a city. Discussions with Fridley and Mn-DOT and other state agencies show that none of us are working in a vacuum like maybe in the past; we realize that we are all part providing solutions to achieve overall goals in the Twin Cities, including Fridley, which is an inner ring suburb.

Commissioner Sielaff asked, with these goals, he understands what she is saying about between 694 and Mississippi. What happens north and south of that section, that is going to affect within this area, too?

Ms. Qualley replied, absolutely. At present time the City mows the turf in sort of its indifferent condition and salt damage as she mentioned earlier. When they are able the City mows it so it is very tidy and they would want to borrow landscape or help Cielo borrow landscape by keeping low mowed turf next to their low mowed turfs to make that property seem wider there and use sensible design and maintenance techniques. However, typically a MnDOT grant, if they are able to be granted a second segment which sounds promising for starting design work in that corridor if they are allowed to by MnDOT central, that it would be compatible with just simple mowed turf by maybe having an ending point that looks finished and, if the City is granted another extension which typically they work up a corridor or down whichever you like, so one segment between 57th and 61st could yield a second, could yield a segment near Mississippi, could yield a segment up as far as up by Community Park across from any development with Columbia Arena, or south down to 53rd. They would hope to build on the concepts of these broad landscape principles if the City was allowed grant funding.

Chairperson Kondrick asked how much is at stake here?

Ms. Qualley replied, \$15,000 per segment she was able to spend at wholesale, that represents about \$30,000 or a little under. That was a significant amount of plant material. It was planted by volunteer groups and some of the City's businesses, like Cummins who provided volunteers as well as the Minnesota Pollution Control Agency contributed the Youth Conservation Corp for a whole week.

Ms. Qualley stated it is important that Jim Kosluchar, Public Works Director, stated the City knows how to mow turf, it has equipment for mowing turf, some shift in equipment and the kinds of technical maintenance, knowing what a wildflower looks like compared to I know how to mow, blow, and go. They do not want this to be too budget impactful, but it may mean the City delays doing some things so it can take advantage of grant money for this next phase, if approved. Nothing comes without some cost but using volunteer labor to install the materials and then where possible, the City staff will work towards the development of more volunteers to care for plantings. One of the Environmental commissioners, Kyle Mulrooney is working to develop local people towards becoming tree stewards and to find other maintenance personnel, as trained volunteers, to help do weeding and tree winterizing, where it can be done safely.

Commissioner Sielaff stated it is the City's responsibility to do maintenance, but the intent is to use volunteer to do some or all of it?

Ms. Qualley replied, installation would be done and would need to be done based on the grant by volunteers. Watering trees and plants from a big watering truck that you have to have a certain license to drive, is an activity which would have to be done by City staff. But could we work on getting weed pullers or folks that refresh the bark? That would be something she would be working hard to achieve, to reduce Public Works involvement.

Commissioner Hansen stated that is one of the things they talked about was working that end of the volunteer aspect into the Adopt-a-Highway Program potentially. People who are out picking up the garbage may be also assisting with part of the process. These are minimal maintenance items.

Ms. Qualley stated the unfortunate thing is perennials, shrubs, and trees have a sliding scale that is more labor intensive on the early end. Turf also as it has about that same three years of establishment but, once you get things established and put bark down, the weeds are reduced. Pollinators and wildflower perennials are ultimately very long lived.

Commissioner Sielaff asked is this something that has been done in other places, is there experience that other cities have in doing this?

Ms. Qualley replied an area along the 35E corridor has been the recipient of some other MnDOT landscape grants. Also in parts of Wisconsin they are doing kind of thing. Different areas along the freeway, if you will notice, there is a low-spreading thicket like shrub which happens to be Grow Low Sumac and sometimes Lilac bushes. What they are looking for are thicket producing plants that are relatively easy to grow, drought and salt tolerant but that are going to slow down a car and be less impactful than a heavy structure or another vehicle.

MOTION by Commissioner Hansen approving Green Steps Cities 9.1 BMP EQE Recommendation. Seconded by Commissioner Ostwald.

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

Mr. Hickok stated as to where they are with the City Hall project, the whole redevelopment complex where the Columbia Arena was, he asked how would they like the name Locke Park Pointe rather than the former Columbia Arena site redevelopment? That is the new brand they will call this area that will include the City Hall Complex and would also the private residential development south of the water feature that would be created here. They have done a number of different things, they are working with the architects, BKV, and Oertel Architects on the Public works piece of it, and Wenck is the City's environmental folks who have really replied to the plan to the point where the public will be seeing it at a public open house on October 25 at 6:30 at City Hall. There will be illustrations of what the civic portion of the complex will look like and there will likely be an architectural model there. This last week on Friday staff went out with the RFQ and put out an announcement in Finance and Commerce magazine, and the City has had a great response by private developers looking to do the private residential development along the south side of the water feature. That group of developers who are interested will have a mandatory meeting on October 5 at 1:30 p.m. in the council chambers where they will hear about any and all the details in the City's presentation and ask any questions they have. From that point then they will have a short period to go back, put together their request for qualifications and get those back into the City. The City would like to choose a partner in this and the City's vision and hopes would be it will choose a development group that will take each piece of it. There are many facets, the vision, thanks to commissioners and citizens, folks who have provided feedback along the way.

Chairperson Kondrick stated he has a very wide circle of friends and interested persons and he has not talked to anybody yet who has been against this idea. He hopes it continues and sees it as being very promising for the City of Fridley and making it so they have a central part of town that it fun and interesting.

ADJOURN:

MOTION by Commissioner Sielaff 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
OCTOBER 24, 2016

To: Wally Wysopal, City Manager
From: Shelly Peterson, Finance Director
Date: October 19, 2016
Re: Resolution calling for redemption of 2007A and 2008A General Obligation (G.O.)
Improvement Bonds

Attached is the resolution calling for the early redemption of 2007A and 2008A G.O. Improvements bonds. This resolution is required when the City has elected to call bond maturities early. It must be reported to the national municipal bond repository no later than December 12, 2016.

As you may recall, in anticipation of a proposed \$50 million Civic Campus and its 2017 CIP bonding, the 2016 levy was set to include the prepayment of this debt in order to reduce the impact of this new levy.

Staff is recommending the Council adopt the attached resolution calling for the redemption of 2007A and 2008A G.O. Improvement bonds.

RESOLUTION NO. 2016 - ____

**RESOLUTION CALLING FOR REDEMPTION
OF CERTAIN OUTSTANDING BONDS**

WHEREAS, the City of Fridley, Minnesota (the "City") issued (i) \$1,910,000 original principal amount of General Obligation Improvement Bonds, Series 2007A, dated June 5, 2007 (the "2007 Bonds"); and (ii) \$1,915,000 original principal amount of General Obligation Improvement Bonds, Series 2008A, dated August 26, 2008 (the "2008 Bonds" and together with the 2007 Bonds, the "Bonds"); and

WHEREAS, the City Council deems it desirable and in the best interests of the City to call the 2018 maturity of the 2007 Bonds, in the principal amount of \$230,000, on February 1, 2017, in accordance with the resolution of the City Council adopted on May 7, 2007, authorizing the issuance of the 2007 Bonds (the "Prior 2007 Resolution"); and

WHEREAS, the City Council deems it desirable and in the best interests of the City to call the 2018 and 2019 maturities of the 2008 Bonds, totaling \$440,000 in principal amount, on February 1, 2017, in accordance with the resolution of the City Council adopted on July 28, 2008, authorizing the issuance of the 2008 Bonds (the "Prior 2008 Resolution").

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that there exists sufficient funds in the 2007 Bonds Debt Service Account to prepay on February 1, 2017, \$230,000 aggregate principal amount of the 2007 Bonds maturing on February 1, 2018, and the interest due thereon; and that the City Council hereby determines that there exists sufficient funds in the 2008 Bonds Debt Service Account to prepay on February 1, 2017, \$440,000 aggregate principal amount of the 2008 Bonds maturing on February 1, 2018 and February 1, 2019, and the interest due thereon; and that Bond Trust Services Corporation, in Roseville, Minnesota, the bank at which the principal and interest on the Bonds are payable, is hereby authorized and directed to cause the Notices of Call for Redemption attached hereto as Exhibit A and Exhibit B to be given in accordance with the provisions of the Prior 2007 Resolution and the Prior 2008 Resolution; and that No further action shall be required of the City Council to complete prepayment of the Bonds.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS
24TH DAY OF OCTOBER, 2016.**

SCOTT J. LUND - MAYOR

ATTEST:

DEBRA A. SKOGEN – CITY CLERK

Exhibit A

NOTICE OF CALL FOR REDEMPTION

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2007A
CITY OF FRIDLEY
ANOKA COUNTY
MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Fridley, Anoka County, Minnesota, there have been called for redemption and prepayment on

February 1, 2017

those outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2007A, dated June 5, 2007, having a stated maturity date of February 1, 2018, and in the principal amount of \$230,000.

<u>Year</u>	<u>CUSIP Number*</u>
2018	358370 ZD9

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota, 55113-1122.

Dated: October 24, 2016

BY ORDER OF THE CITY COUNCIL

City Manager

*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

Exhibit B

NOTICE OF CALL FOR REDEMPTION

GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2008A
CITY OF FRIDLEY
ANOKA COUNTY
MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Fridley, Anoka County, Minnesota, there have been called for redemption and prepayment on

February 1, 2017

those outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2008A, dated August 26, 2008, having stated maturity dates of February 1, 2018 and February 1, 2019, and totaling \$440,000 in principal amount.

<u>Year</u>	<u>CUSIP Number*</u>
2018	358370 ZN7
2019	358370 ZP2

The bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at Bond Trust Services Corporation, 3060 Centre Pointe Drive, Roseville, Minnesota, 55113-1122.

Dated: October 24, 2016

BY ORDER OF THE CITY COUNCIL

City Manager

*The City shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.



AGENDA ITEM
CITY COUNCIL MEETING OF
OCTOBER 24, 2016

TO: Walter Wysopal, City Manager PW16-054
FROM: James Kosluchar, Public Works Director
DATE: October 21, 2016
SUBJECT: Resolution Approving a Grant Agreement with Minnesota Department of Health for Well Sampling

Earlier this year, the City of Fridley applied for a Source Water Implementation Grant with the Minnesota Department of Health to assist in defraying costs for sampling of Fridley Well 1. The sampling is intended on determining whether there have been impacts to the multiple aquifers that the well draws water from, and is a next step in determining the appropriate rehabilitation of Well 1. The proposed grant requested \$2,165.00 in eligible laboratory analysis from MDH.

Staff requests that the City Council ***move to approve the attached resolution that authorizes Execution of a Grant Agreement with The Minnesota Department of Health for Well Sampling.***

JPK/jpk
Attachments

RESOLUTION NO. 2016 - ____

**AUTHORIZING EXECUTION OF A SOURCE WATER PROTECTION
IMPLEMENTATION GRANT AGREEMENT WITH THE MINNESOTA
DEPARTMENT OF HEALTH FOR WELL SAMPLING**

WHEREAS, the City of Fridley submitted its Wellhead Protection Plan Part 2 in December 2008, and

WHEREAS, the Minnesota Department of Health formally approved said Wellhead Protection Plan Part 2 on May 1, 2009, and

WHEREAS, one of the objectives of said Wellhead Protection Plan Part 2 is to cooperate with the Minnesota Department of Health (MDH) Well Management Program to seal all abandoned wells within the City of Fridley's Drinking Water Supply Management Area (DWSMA), and

WHEREAS, MDH has developed a grant program under the Clean Water Fund (CWF) which may assist in funding activities including well sampling, and

WHEREAS, the Cities of Fridley and Spring Lake Park were awarded a Source Water Protection Implementation Grant in the amount of \$2,165 on August 24, 2016, and

WHEREAS, the City of Fridley will be required to execute the attached Grant Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Manager are authorized to execute the attached Grant Agreement between the City of Fridley and the Minnesota Department of Health, and

BE IT FURTHER RESOLVED that upon execution of the attached Grant Agreement number between the City of Fridley and the Minnesota Department of Health, City of Fridley staff is authorized to implement this work.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 24th
DAY of OCTOBER, 2016.**

ATTESTED

SCOTT J. LUND - MAYOR

DEBRA A. SKOGEN - CITY CLERK

If you circulate this grant agreement internally, only offices that require access to the tax identification number AND all individuals/offices signing this grant agreement should have access to this document.

Minnesota Department of Health Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health ("State") and City of Fridley ("Grantee"). Grantee's address is 6431 University Ave. NE, Fridley, MN 55432.

Recitals

1. Under Minnesota Statutes 144.0742 and §114D.50 Clean Water Fund, the State is empowered to enter into this grant agreement.
2. The State is in need of assisting public water suppliers to protect the source of drinking water.
3. The Grantee represents that it is duly qualified and will perform all the duties described in this agreement to the satisfaction of the State. Pursuant to Minnesota Statutes section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. *Term of Agreement*

1.1 *Effective date* September 8, 2016, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

1.2 *Expiration date* April 30, 2018, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first.

1.3 *Survival of Terms* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10.1 Government Data Practices; 10.2 Data Disclosure; 12. Intellectual Property; 14.1 Publicity; 14.2 Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

2. *Grantee's Duties* The Grantee, who is not a state employee, shall:

- Collect groundwater sample from monitoring well number 543530 adjacent to Fridley Well 1.

- Grantee agrees that work shall take place only in the MDH approved Drinking Water Supply Management Area (DWSMA). Grantee will be reimbursed only for work that takes place in the DWSMA.
- Grantee agrees that no system of water supply for public use shall be installed, altered or extended until complete plans and specifications for the installation, alteration or extension have been submitted and approved by the State, and no construction shall take place except in accordance with the approved plans. No grant funds can be used prior to approval of the plans. Failure to submit plans for approval within the first 2 months from the start date of the grant may result in termination of the grant award.
- The Grantee shall use the Clean Water Land and Legacy Amendment logo on all materials that are purchased or produced under this Grant Agreement (equipment, reports to the public, publications, displays, videos). Failure to display the logo may render the Grantee ineligible for reimbursement.
- If the project involves well(s) sealing, it is the Grantee's responsibility to contact the MDH Well Management section 24 hours prior to the beginning of well sealing work during normal business hours Monday to Friday between 8 am and 4:30 pm. The Grantee or their representative must contact either MDH Field Inspector or MDH District Supervisor at least 48 hours prior to the start of well sealing work to ensure that MDH has the opportunity to inspect during the well sealing process.
- On or before the end date of this Agreement, the Grantee shall provide the State with one electronic copy of all final products produced under this Grant Agreement, including reports, publications, software and videos. If required by the nature of the project, data collected during the project shall be reported in a format acceptable to the State.
- The Grantee shall pay in full any licensed contractor or consultant hired for the purpose of completing any work under this Grant Agreement within 10 days of receiving payment from the State.
- The Grantee shall submit an itemized invoice for the total cost of the project.
- Exhibits A and B are attached and incorporated into this grant agreement. Upon completion of the project Grantee shall submit a Grant Narrative Report (Exhibit A) and a Grant Invoice (Exhibit B). The Grant Narrative Report and the Grant Invoice shall be due no later than the expiration day of this Grant Agreement.
- The Potential Contaminant Source Inventory (PCSI) must be submitted to the State upon the completion of the project and must include: GIS, labels, figures, spatial data and a narrative describing the methodology.

- In the event the Grantee is unable to satisfactorily complete all the duties specified in this grant agreement, the Grantee may forfeit the final payment. Grantee who has not satisfactorily fulfilled the grant obligations, including but not limited to paying the contractor in full for all work performed by the contractor, will be denied participation in the next grant cycle.

3. Time The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence, and failure to meet a deadline may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The Grantee is required to perform all of the duties recited above within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Payment

4.1 Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) Compensation. The Grantee will be paid according to the following breakdown of costs:

Activity	Grant Amount
Collect groundwater sample from monitoring well	\$2,165
Total	\$2,165

The following costs are not eligible and will be deducted from the final invoice, before reimbursement:

- permitting fees payable to MDH (i.e. well construction fee; well sealing fee)
- pressure tank and associated plumbing
- water lines may be reimbursed only from the well to the pressure tank or to the building, whichever comes first)
- indirect or administrative costs related to the grant.

(b) Total Obligation The total obligation of the State for all compensation and reimbursements to the Grantee under this agreement will not exceed Two Thousand One Hundred Sixty-five Dollars and Zero Cents (\$2,165.00).

(c) Travel Expenses The Grantee will be reimbursed \$0.00 for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written

approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) and 4.1(b) or incorporated in Exhibit B) requires prior written approval from the State and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b).

4.2 Terms of Payment

(a) Invoices The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Upon completion of the services. The State does not pay merely for the passage of time.

All the grant documentation (Grant Narrative Report, Grant Invoice, itemized invoice(s), electronic copies) must be submitted in one packet by either email or mail. The Grantee shall use the following mailing address:

Attn: Kris Wenner
Source Water Protection
Minnesota Department of Health
PO Box 64975, St. Paul, MN 55164-0975

If the final invoice is not received by the State before the end date of this Grant Agreement, the Grantee may forfeit the final payment.

5. Conditions of Payment All services provided by Grantee pursuant to this agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to Grantees, site visits of the Grantee, programmatic monitoring of work performed by the Grantee and program evaluation. The

Grantee will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. Authorized Representatives

6.1 State's Authorized Representative The State's Authorized Representative for purposes of administering this agreement is Kris Wenner, SWP Grants Coordinator, 625 Robert Street N, PO Box 64975, Saint Paul, MN 55164-0975, 651-201-4696, Kris.Wenner@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative The Grantee's Authorized Representative is James Kosluchar, Director of Public Works/City Engineer, 6431 University Ave. NE, Fridley, MN 55432, 763-572-3550, jim.kosluchar@fridley.mn.gov, or his successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this agreement, the Grantee must immediately notify the State in writing, via e-mail or letter.

7. Assignment, Amendments, Waiver, and Merger

7.1 Assignment The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

7.2 Amendments If there are any amendments to this agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by the State and Grantee.

7.3 Waiver If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Merger This agreement contains all the negotiations and agreements between the State and the Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8. Liability The Grantee must indemnify and hold harmless the State, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by the State, arising from the performance of this agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this agreement. Nothing in this clause may be construed as a waiver by the Grantee

of any immunities or limitations of liability to which Grantee may be entitled pursuant to Minnesota Statutes Chapter 466, or any other statute or law.

9. State Audits Under Minnesota Statutes section 16B.98, subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee, or any other relevant party or transaction, are subject to examination by the State, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10. Government Data Practices and Data Disclosure

10.1 Government Data Practices Pursuant to Minnesota Statutes Chapter 13.05, Subd. 11(a), the Grantee and the State must comply with the Minnesota Government Data Practices Act 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 Grantee under this agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before any data is released. The Grantee's response to the request must comply with the applicable law.

10.2 Data Disclosure Pursuant to Minnesota Statutes section 270C.65, subdivision 3, and all other applicable laws, the Grantee consents to disclosure of its social security number, federal employee tax identification number, and Minnesota tax identification number, all of which have already been provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

11. Ownership of Equipment The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.

12. Ownership of Materials and Intellectual Property Rights

12.1 Ownership of Materials The State shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes,

documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

The Grantee hereby assigns to the State all rights, title and interest to the materials. The Grantee shall, upon request of the State, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this grant agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the materials, whether in paper, electronic, or other form, shall be remitted to the State by the Grantee. Its employees and any subgrantees shall not copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee's obligations under this grant agreement without the prior written consent of the State's Authorized Representative.

12.2 Intellectual Property Rights Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

13. Workers' Compensation The Grantee certifies that it is in compliance with Minnesota Statutes section 176.181, subdivision 2, which pertains to workers' compensation insurance coverage. The Grantee's employees and agents, and any contractor hired by the Grantee to perform the work required by this Grant Agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way the State's obligation or responsibility.

14. Publicity and Endorsement

14.1 Publicity Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the

Grantee or its employees individually or jointly with others, or any subgrantees shall identify the State as the sponsoring agency and shall not be released without prior written approval by the State's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

14.2 Endorsement The Grantee must not claim that the State endorses its products or services.

15. Termination

15.1 Termination by the State or Grantee The State or Grantee may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

15.2 Termination for Cause If the Grantee fails to comply with the provisions of this grant agreement, the State may terminate this grant agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.

15.3 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 work scope covered in this agreement. Termination must be by written or facsimile notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.

16. Governing Law, Jurisdiction, and Venue This grant agreement, and amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Lobbying Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.

IN WITNESS WHEREOF, the parties have caused this grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. Grantee

The Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. State Agency

Grant Agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____ (with delegated authority)

Title: _____

Date: _____

Distribution:

*Agency – Original (fully executed) Grant Agreement
Grantee
State Authorized Representative*



Environmental Health Division
 Drinking Water Protection Section
 P.O. Box 64975
 St. Paul, Minnesota 55164-0975
 Phone: 651-201-4700

Source Water Protection Plan Implementation Grant Invoice

GRANTEE INFORMATION	PWSID:
System Name:	
Address:	
Contact Person Name:	
Phone:	Fax:
E-mail:	

INVOICE INFORMATION

Is this the final invoice? Yes No

WORK ITEMS AND EXPENDITURE DESCRIPTION – use an additional page if necessary	
Total Expenditures	\$
Net Invoice Amount to be Paid	\$

DISCLAIMER AND SIGNATURE I declare that no part of this claim has been previously billed to MDH, and that the Total Expenditures reflect only charges related to the source water protection project. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY	
Grant Manager Signature _____	Date _____
PO:	Approved by:
Period of Service:	Date sent to F.S:



GRANT NARRATIVE REPORT TEMPLATE

Form with sections: System Name, PWSID, Address, Contact Person Name, Phone, Email, Describe the issue, Describe in detail the work that was performed, Describe the results of this project, Would this work have happened in the absence of the grant program?, Assistance received, How can the grant program be improved?

Pictures available? [] Yes [] No

Publication, software, videos available? [] Yes [] No

DISCLAIMER I declare that the data on this document is correct

Authorized Grantee Signature _____ Date _____

FOR MINNESOTA DEPARTMENT OF HEALTH USE ONLY

How much money was spent completing this work (total to include cost share)

Estimate the number of people served by the PWS



AGENDA ITEM
CITY COUNCIL MEETING OF
OCTOBER 24, 2016

TO: Walter Wysopal, City Manager PW16-053

FROM: James Kosluchar, Public Works Director
Greg Kottsick, Utilities Operations Manager

DATE: October 21, 2016

SUBJECT: Approve a Resolution Authorizing Execution of Grant Agreement with the Metropolitan Council for Inflow/Infiltration Reduction

Through efforts of the Metro Cities Association and the Metropolitan Council, the 2014 Minnesota Legislature appropriated \$2 million of State bond funds for a cost share grant program for metropolitan cities to mitigate inflow and infiltration (I/I) into sanitary sewer collection systems. The 2015 Legislature approved a supplemental \$1.5 million of State Bond funds to be rolled into this grant program.

This program was similar to a 2010 and 2012 I/I grant program that were previously funded thanks to the work of the Metro Cities Association and Met Council. The 2014 program includes revisions to the eligibility requirements, mainly with regard to after construction application and grant agreements.

The City of Fridley qualifies for funding on eligible projects of \$488,192 completed from 2014 through 2016. These projects include reconstruction of sanitary sewers, sewer lining, repair of sanitary sewer structures, and flood control.

A fraction of these projects will be reimbursed through the program, which depends on applications received and approved, with a minimum grant of \$25,000. The Metropolitan Council Environmental Services (MCES) Division administers this I/I grant program.

Staff recommends that the City Council ***moves to adopt the attached resolution to authorize execution of a Grant Agreement with the Metropolitan Council for inflow/infiltration reduction.*** If approved, staff will execute a final signed agreement when received from the Metropolitan Council for completed project work related to the grant. Receipts will be used to offset costs for these projects from the Sewer Utility Fund.

JPK/jpk
Attachments

RESOLUTION NO. 2016 - __

**A RESOLUTION AUTHORIZING EXECUTION OF END GRANT AGREEMENT
WITH THE METROPOLITAN COUNCIL FOR INFLOW/INFILTRATION
REDUCTION**

WHEREAS, through efforts coordinated with the Metro Cities Association and the Metropolitan Council, the 2014 Minnesota Legislature appropriated \$2 million of state bond funds, and the 2015 Minnesota Legislature appropriated \$1.5 million of state bond funds for a sanitary sewer inflow/infiltration (I/I) reduction cost share grant program for metropolitan cities to mitigate inflow and infiltration into sanitary sewer collections systems, and

WHEREAS, the Metropolitan Council Environmental Services (MCES) Division has been assigned to administer the program, and

WHEREAS, after meeting with eligible cities and holding a public meeting for the purpose of gathering public input, the Metropolitan Council approved a processes, guidelines and schedules for the grant program, and

WHEREAS, the City of Fridley is an eligible community under the aforementioned grant program, and

WHEREAS, the City of Fridley has estimated eligible project expenses of \$488,192 for eligible I/I mitigation work from May 20, 2014 and October 30, 2016, and

WHEREAS, in order to receive granted funds, the Metropolitan Council requires approval and execution of an end of project Grant Agreement,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY, MINNESOTA, that sample Grant Agreement between the Metropolitan Council and the City of Fridley is approved, and the Mayor and City Manager are directed to execute the final Grant Agreement for submittal to the Metropolitan Council upon receipt, and

FURTHERMORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY, MINNESOTA, that the Public Works Director/City Engineer is directed to execute and provide any additional documentation necessary to effect reimbursement of cost share grant funds under this Grant Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 24th DAY OF OCTOBER, 2016.

ATTEST:

SCOTT J. LUND – MAYOR

DEBRA A. SKOGEN - CITY CLERK

**Metropolitan Council
Municipal Publicly Owned Infrastructure
Inflow/Infiltration Grant Program**

**Grant Agreement - End Grant
for the
«1»
Project**

**Funded by the
State of Minnesota
General Obligation Bond Proceeds**

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General Obligation Bond Proceeds

**Grant Agreement – End Grant
for the**

_____ **<1>** _____

**Project
under the**

_____ **<2>** _____

Program

THIS AGREEMENT shall be effective as of _____ **<3>** _____, **<3>** _____, and is between _____ **<4>** _____, a _____ **<5>** _____ (the “Public Entity”), and the _____ **<6>** _____ (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a _____ **<2>** _____ (the “State Program”) under the authority granted by Minn. Stat. § _____ **<7>** _____ and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ _____ **<8>** _____ (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in _____ **<9>** _____, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures

situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the _____ «1» _____ Project under the _____ «2» _____ Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means _____ «10» _____, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any*

reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or ____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of _____ «11», State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies*

if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
_____.)

- An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- _____ «12» _____
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along

with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions,

requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is ____ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional

revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with

the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER’S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, “state bond financed property”, as such term is used in the G.O. Compliance Legislation and the Commissioner’s Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity’s ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the

meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits,

bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages

which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property

and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the

operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or

because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

 «13»

 «13»

 «13», MN «13»
Attention: _____
 «13»

To the State Entity at:

 «14»

 «14»

 «14», MN «14»
Attention: _____
 «14»

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third

party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the _____
_____ «1» _____ Project under the _____ «2» _____ Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____ «4» _____,
a _____ «5» _____

By: _____

Its: _____ «17» _____
_____ «18» _____

Dated: _____, _____

And: _____

Its: _____ «19» _____
_____ «20» _____

Dated: _____, _____

STATE ENTITY:

_____ «5» _____,

By: _____

Its: _____ «21» _____
_____ «22» _____

Dated: _____, _____

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)
- a fee simple title,
 - a lease, or
 - an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ [*Insert title of the general obligation grant agreement*] _____ between _____ and _____, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ [*Insert the name of the State Entity that provided the grant*] _____ and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY**

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**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Ownership Acquisition	
Program Grant	\$ _____	and Other Items Paid for	
		with Program Grant Funds	
Other State Funds		Purchase of Ownership	\$ _____
_____	\$ _____	Interest	
_____	\$ _____	Other Items of a Capital	
_____	\$ _____	Nature	
Subtotal	\$ _____	_____	\$ _____
		_____	\$ _____
Matching Funds		Subtotal	\$ _____
_____	\$ _____		
_____	\$ _____	Items Paid for with	
Subtotal	\$ _____	Non-Program Grant Funds	
		_____	\$ _____
Other Public Entity Funds		_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	Subtotal	\$ _____
Subtotal			
Loans			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
Other Funds			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
Prepaid Project Expenses			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
TOTAL FUNDS	\$ _____	TOTAL PROJECT COSTS	\$ _____

**Attachment IV to Grant Agreement
GRANT APPLICATION**

«24»

**Attachment V to Grant Agreement
JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.



AGENDA ITEM
CITY COUNCIL MEETING OF OCTOBER 24, 2016

DATE: October 20, 2016
TO: Wally Wysopal, City Manager
FROM: Julianne Beberg, Planning Assistant
SUBJECT: Proposed 2017, 60 Day Agency Action Dates for Planning and Appeals Commission Meeting Dates

Attached are the following dates for your review and approval of the proposed 2017, 60 Day Agency Action dates for the Planning and Appeals Commission meeting dates.



**City of Fridley
2017 Development Review Schedule for
Planning Commission and City Council Action**

City Council meeting dates are contingent upon the outcome of the Planning Commission meetings.
Planning Commission meetings start at 7:00 p.m. and City Council meetings start at 7:00 p.m.

*Different date due to Holiday

** Date subject to change

Application Deadline	December 16, 2016
15 Day Completion Notification	December 30, 2016
Publication Deadline	December 30, 2016
Planning Commission Meeting	January 18, 2017
City Council Meeting	January 30, 2017
60 Day Agency Action	February 13, 2017
60 Day Agency Action Extension	April 13, 2017

Application Deadline	January 13, 2017
15 Day Completion Notification	January 27, 2017
Publication Deadline	January 27, 2017
Planning Commission Meeting	February 15, 2017
City Council Meeting	February 27, 2017
60 Day Agency Action	March 13, 2017
60 Day Agency Action Extension	May 11, 2017

Application Deadline	February 10, 2017
15 Day Completion Notification	February 24, 2017
Publication Deadline	February 24, 2017
Planning Commission Meeting	March 15, 2017
City Council Meeting	March 27, 2017
60 Day Agency Action	April 10, 2017
60 Day Agency Action Extension	June 8, 2017

Application Deadline	March 17, 2017
15 Day Completion Notification	March 31, 2017
Publication Deadline	March 31, 2017
Planning Commission Meeting	April 19, 2017
City Council Meeting	May 8, 2017
60 Day Agency Action	May 15, 2017
60 Day Agency Action Extension	July 13, 2017

City of Fridley
2017 Development Review Schedule for
Planning Commission and City Council Action -Page 2

City Council meeting dates are contingent upon the outcome of the Planning Commission meetings.
 Planning Commission meetings start at 7:00 p.m. and City Council meetings start at 7:00 p.m.

*Different date due to Holiday

** Date subject to change

Application Deadline	April 14, 2017
15 Day Completion Notification	April 28, 2017
Publication Deadline	April 28, 2017
Planning Commission Meeting	May 17, 2017
City Council Meeting	June 12, 2017
60 Day Agency Action	June 12, 2017
60 Day Agency Action Extension	August 10, 2017

Application Deadline	May 19, 2017
15 Day Completion Notification	June 2, 2017
Publication Deadline	June 2, 2017
Planning Commission Meeting	June 21, 2017
City Council Meeting	July 10, 2017
60 Day Agency Action	July 17, 2017
60 Day Agency Action Extension	September 14, 2017

Application Deadline	June 16, 2017
15 Day Completion Notification	June 30, 2017
Publication Deadline	June 30, 2017
Planning Commission Meeting	July 19, 2017
City Council Meeting	August 14, 2017
60 Day Agency Action	August 14, 2017
60 Day Agency Action Extension	October 12, 2017

Application Deadline	July 14, 2017
15 Day Completion Notification	July 28, 2017
Publication Deadline	July 28, 2017
Planning Commission Meeting	August 16, 2017
City Council Meeting	September 11, 2017
60 Day Agency Action	September 11, 2017
60 Day Agency Action Extension	November 9, 2017

City of Fridley
2017 Development Review Schedule for
Planning Commission and City Council Action – Page 3

City Council meeting dates are contingent upon the outcome of the Planning Commission meetings.
 Planning Commission meetings start at 7:00 p.m. and City Council meetings start at 7:00 p.m.

*Different date due to Holiday

** Date subject to change

Application Deadline	August 18, 2017
15 Day Completion Notification	September 1, 2017
Publication Deadline	September 1, 2017
Planning Commission Meeting	September 20, 2017
City Council Meeting	October 9, 2017
60 Day Agency Action	October 16, 2017
60 Day Agency Action Extension	December 14, 2017

Application Deadline	September 15, 2017
15 Day Completion Notification	September 29, 2017
Publication Deadline	September 29, 2017
Planning Commission Meeting	October 18, 2017
City Council Meeting	November 13, 2017
60 Day Agency Action	November 13, 2017
60 Day Agency Action Extension	January 11, 2018

Application Deadline	October 13, 2017
15 Day Completion Notification	October 27, 2017
Publication Deadline	October 27, 2017
Planning Commission Meeting	November 15, 2017
City Council Meeting	December 11, 2017
60 Day Agency Action	December 11, 2017
60 Day Agency Action Extension	February 8, 2018

Application Deadline	November 17, 2017
15 Day Completion Notification	December 1, 2017
Publication Deadline	December 1, 2017
Planning Commission Meeting	December 20, 2017
City Council Meeting	January 8, 2018 **
60 Day Agency Action	January 15, 2018
60 Day Agency Action Extension	March 15, 2018



City of Fridley
2017 Development Review Schedule for
Appeals Commission and City Council Action

City Council meeting dates are contingent upon the outcome of the Appeals Commission meetings.
Appeals Commission meetings start at 7:00 p.m. and City Council meetings start at 7:00 p.m.

*Different date due to Holiday

** Date subject to change

Application Deadline	December 2, 2016
15 Day Completion Notification	December 16, 2016
Appeals Commission Meeting	January 4, 2017
City Council Meeting	January 30, 2017
60 Day Agency Action	January 30, 2017

Application Deadline	December 30, 2016
15 Day Completion Notification	January 13, 2017
Appeals Commission Meeting	February 1, 2017
City Council Meeting	February 13, 2017
60 Day Agency Action	February 27, 2017

Application Deadline	January 27, 2017
15 Day Completion Notification	February 10, 2017
Appeals Commission Meeting	March 1, 2017
City Council Meeting	March 13, 2017
60 Day Agency Action	March 27, 2017

Application Deadline	March 3, 2017
15 Day Completion Notification	March 17, 2017
Appeals Commission Meeting	April 5, 2017
City Council Meeting	April 24, 2017
60 Day Agency Action	May 1, 2017

Application Deadline	March 31, 2017
15 Day Completion Notification	April 14, 2017
Appeals Commission Meeting	May 3, 2017
City Council Meeting	May 22, 2017
60 Day Agency Action	May 30, 2017 *

Application Deadline	May 5, 2017
15 Day Completion Notification	May 19, 2017
Appeals Commission Meeting	June 7, 2017
City Council Meeting	June 26, 2017
60 Day Agency Action	July 5, 2017 *

City of Fridley
2017 Development Review Schedule for
Appeals Commission and City Council Action -Page 2

City Council meeting dates are contingent upon the outcome of the Appeals Commission meetings.
 Appeals Commission meetings start at 7:00 p.m. and City Council meetings start at 7:00 p.m.

*Different date due to Holiday

** Date subject to change

- **No Appeals Commission Meeting July 5, 2017.**

Application Deadline	June 30, 2017
15 Day Completion Notification	July 14, 2017
Appeals Commission Meeting	August 2, 2017
City Council Meeting	August 14, 2017
60 Day Agency Action	August 28, 2017

Application Deadline	August 4, 2017
15 Day Completion Notification	August 18, 2017
Appeals Commission Meeting	September 6, 2017
City Council Meeting	September 25, 2017
60 Day Agency Action	October 2, 2017

Application Deadline	September 1, 2017
15 Day Completion Notification	September 15, 2017
Appeals Commission Meeting	October 4, 2017
City Council Meeting	October 23, 2017
60 Day Agency Action	October 30, 2017

Application Deadline	October 13, 2017
15 Day Completion Notification	October 27, 2017
Appeals Commission Meeting	November 1, 2017
City Council Meeting	November 27, 2017
60 Day Agency Action	December 11, 2017

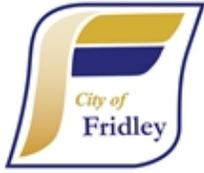
Application Deadline	November 3, 2017
15 Day Completion Notification	November 17, 2017
Appeals Commission Meeting	December 6, 2017
City Council Meeting	December 28, 2017
60 Day Agency Action	January 2, 2018 *



AGENDA ITEM
COUNCIL MEETING OF OCTOBER 24, 2016
CLAIMS

CLAIMS

174370 - 174528



City of Fridley, MN

Claims Council 10/24/16

By Vendor Name

Payment Dates 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 000370 - 000370 FRIDLEY HLTH REIMB							
254	10/19/2016	INV0010857	CITY OF FRIDLEY HLTH REIMB PL#10129454	101-213150	HRA/Veba & HSA Benefit-Heal...		1,200.00
Vendor 000370 - 000370 FRIDLEY HLTH REIMB Total:							1,200.00
Vendor: 12752 - ACOUSTICS ASSOCIATES,INC							
174523	10/20/2016	INV0010956	SNC PROJ FINAL RETAINAGE	407-3172-701100	CIP Parks/Building		2,033.45
Vendor 12752 - ACOUSTICS ASSOCIATES,INC Total:							2,033.45
Vendor: 10046 - ADAM'S PEST CONTROL, INC							
174454	10/20/2016	2452172	SEPT PEST CONTROL	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		47.00
Vendor 10046 - ADAM'S PEST CONTROL, INC Total:							47.00
Vendor: 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS							
174382	10/13/2016	2016090	OROMO TRANSLATION - LANGUAGE LINE	101-2110-631100	Police/Professional Services		17.51
174382	10/13/2016	2016-307	AUGUST 2016 VERIZON WIRELESS 3G AND 4G INTERNET	101-2110-633120	Police/Communication (phone...		656.20
174382	10/13/2016	2016-316	STATE ACCESS FEE JULY AUGUST SEPTEMBER 2016	101-2110-633120	Police/Communication (phone...		1,080.00
Vendor 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS Total:							1,753.71
Vendor: 10147 - ANOKA COUNTY PROP RECORDS/TAXATION							
174383	10/13/2016	INV0010758	FILING FEES #529	101-5112-635100	Planning/Services Contracted,...		46.00
Vendor 10147 - ANOKA COUNTY PROP RECORDS/TAXATION Total:							46.00
Vendor: 10148 - ANOKA COUNTY SHERIFF'S OFFICE							
174384	10/13/2016	INV0010753	ANOKA COUNTY RANGE RENTAL SEPTEMBER 2016	101-2110-635110	Police/Rentals		1,675.00
Vendor 10148 - ANOKA COUNTY SHERIFF'S OFFICE Total:							1,675.00
Vendor: 10150 - ANOKA COUNTY TREASURER							
174385	10/13/2016	B161003K	BROADBAND	101-1213-633120	IT/Comm (phones, postage, et...		400.00
174385	10/13/2016	B161003K	BROADBAND	101-2510-633120	Fire/Communication (phones, ...		150.00
174385	10/13/2016	B161003K	BROADBAND	101-4150-633120	Sr Center / Communication		37.50
174385	10/13/2016	B161003K	BROADBAND	270-4190-633120	SNC/Comm, (phones, postage,...		400.00
Vendor 10150 - ANOKA COUNTY TREASURER Total:							987.50
Vendor: 10159 - APACHE PRINT INC							
174386	10/13/2016	47426	PNP FLYERS PD THROUGH GATEWAY	270-4192-633110	SNC Spec Events/Printing & Bi...		1,524.69
Vendor 10159 - APACHE PRINT INC Total:							1,524.69

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10160 - APEX PRINT TECHNOLOGIES							
174387	10/13/2016	211851	SEPT/AUG METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		1,648.99
174387	10/13/2016	211851	SEPT/AUG METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		769.41
174387	10/13/2016	211851	SEPT/AUG METER CARDS,WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		502.50
174387	10/13/2016	211851	SEPT/AUG METER CARDS,WEBSITE	602-6110-633120	Sewer Admin/Comm (phones, ...		812.19
174387	10/13/2016	211851	SEPT/AUG METER CARDS,WEBSITE	602-6110-633120	Sewer Admin/Comm (phones, ...		247.50
Vendor 10160 - APEX PRINT TECHNOLOGIES Total:							3,980.59
Vendor: 10163 - APPRIZE TECHNOLOGY SOLUTIONS, INC							
174388	10/13/2016	13069	SEPT ADMIN FEES	704-7130-631100	Self Ins/Professional Services		660.00
Vendor 10163 - APPRIZE TECHNOLOGY SOLUTIONS, INC Total:							660.00
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
174455	10/20/2016	INV0010895	RUGS, TOWELS	101-3110-621110	Mun Ctr/Clothing/Laundry All...		263.67
174455	10/20/2016	INV0010895	RUGS, TOWELS	609-6910-621110	Liq Store1-Cub/Clothing/Laund..		98.00
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							361.67
Vendor: 10178 - ASPEN MILLS INC							
174389	10/13/2016	187780	UNIFORM SHIRT-PICARD	101-2510-621110	Fire/Clothing/Laundry Allowan...		50.65
174456	10/20/2016	182499,188160	UNIFOMS	101-2510-621110	Fire/Clothing/Laundry Allowan...		67.50
174456	10/20/2016	182499,188160	UNIFOMS	101-2510-621110	Fire/Clothing/Laundry Allowan...		453.40
Vendor 10178 - ASPEN MILLS INC Total:							571.55
Vendor: 12795 - B.K.B.M ENGINEERS							
174446	10/13/2016	1016991	PROFESSIONAL SERVICES SPRING PROJ	407-3172-633100	CIP Parks/Advertising		1,000.00
Vendor 12795 - B.K.B.M ENGINEERS Total:							1,000.00
Vendor: 10224 - BATTERIES PLUS							
174390	10/13/2016	028473842	BATTERY FOR UPS ALARM	602-6210-621140	Sewer Ops/Supplies for Repair...		23.95
Vendor 10224 - BATTERIES PLUS Total:							23.95
Vendor: 12498 - BIRCH, INC							
174442	10/13/2016	2008	REMOVE TREES FOR STORM SEWER REPAIRS	603-6210-635100	Storm Ops/Services Contracted..		4,375.00
Vendor 12498 - BIRCH, INC Total:							4,375.00
Vendor: 10265 - BLACKSTONE CONTRACTORS, LLC							
174457	10/20/2016	INV0010891	OAK GLEN CREEK PROJ EST#9	603-6310-702100	Storm CIP/Improvements othe...		2,000.00
Vendor 10265 - BLACKSTONE CONTRACTORS, LLC Total:							2,000.00
Vendor: 10266 - BLAINE AREA PET HOSPITAL,PA							
174391	10/13/2016	118260	K9 NITRO EXAM	101-2113-631100	K-9 Program/Professional Serv...		373.53
Vendor 10266 - BLAINE AREA PET HOSPITAL,PA Total:							373.53

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 12706 - BOARMAN KROOS VOGEL GROUP,INC							
174521	10/20/2016	42442	PROF SERVICES CIVIC CAMPUS	405-3115-631100	Bldg CIP-MunCtr/Professional ...		131,044.32
Vendor 12706 - BOARMAN KROOS VOGEL GROUP,INC Total:							131,044.32
Vendor: 10289 - BOLTON & MENK, INC							
174458	10/20/2016	195631.629,632	PROF SERVICES-SAFE RTS TO SCHL	406-3174-631100	CIP Streets/Professional Servic...		360.50
174458	10/20/2016	195631.629,632	PROF SERVICES-STREET REHAB 2016	406-3174-631100	CIP Streets/Professional Servic...		3,264.00
174458	10/20/2016	195631.629,632	PROF SERVICES-STREET REHAB 2015	406-3174-631100	CIP Streets/Professional Servic...		2,438.00
Vendor 10289 - BOLTON & MENK, INC Total:							6,062.50
Vendor: 10302 - BRAUN INTERTEC CORPORATION							
174459	10/20/2016	B073570	GEOTECHNICAL SOIL TEST	405-3115-631100	Bldg CIP-MunCtr/Professional ...		1,939.30
Vendor 10302 - BRAUN INTERTEC CORPORATION Total:							1,939.30
Vendor: 10377 - CARVELLI DRAIN SERVICE & PLUMBING							
174392	10/13/2016	1221	REBUILD/TEST 8 RPZ'S	601-6210-635100	Water Ops/Services Contracte...		2,118.69
Vendor 10377 - CARVELLI DRAIN SERVICE & PLUMBING Total:							2,118.69
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
174393	10/13/2016	INV0010766	UTILITIES 55703078	101-3176-634100	Garage/Utility Services		167.91
174393	10/13/2016	INV0010766	UTILITIES 55302905	270-4190-634100	SNC/Utility Services		40.64
174393	10/13/2016	INV0010766	UTILITIES 55134407	601-6210-634100	Water Ops/Utility Services		15.85
174393	10/13/2016	INV0010766	UTILITIES 97917173	609-6910-634100	Liq Store1-Cub/Utility Services		23.78
174460	10/20/2016	INV0010894	UTILITIES 80000141459	101-2510-634100	Fire/Utility Services		51.39
174460	10/20/2016	INV0010894	UTILITIES 80000141491	101-3110-634100	Mun Ctr/Utility Services		306.70
174460	10/20/2016	INV0010894	UTILITIES 80000141582	101-3172-634100	Parks/Utility Services		112.41
174460	10/20/2016	INV0010894	UTILITIES 80000141533	101-3176-634100	Garage/Utility Services		16.47
174460	10/20/2016	INV0010894	UTILITIES 80000141624	601-6210-634100	Water Ops/Utility Services		234.71
174460	10/20/2016	INV0010894	UTILITIES 80000141533	609-6920-634100	Liq Store 2-65/Utility Services		23.78
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							993.64
Vendor: 10386 - CENTRAL MN CUSTODIAL SERVICES LLC							
174394	10/13/2016	1622	SEPT CLEANING SERVICE	101-3176-635100	Garage/Services Contracted, ...		1,040.00
Vendor 10386 - CENTRAL MN CUSTODIAL SERVICES LLC Total:							1,040.00
Vendor: 10387 - CENTRAL RENTAL CO							
174461	10/20/2016	1567639	EDGING EQUIP RENTAL	101-3172-635110	Parks/Rentals		45.19
Vendor 10387 - CENTRAL RENTAL CO Total:							45.19
Vendor: 10395 - CENTURY LINK							
174395	10/13/2016	INV0010768	PHONE SERVICE 612Z010545	101-2510-633120	Fire/Communication (phones, ...		365.20
174395	10/13/2016	INV0010768	PHONE SERVICE 612Z010546	101-3176-633120	Garage/Communication (phon...		156.29
174395	10/13/2016	INV0010768	PHONE SERVICE 612Z010548	601-6210-633120	Water Ops/Communication (p...		209.44
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1110-633120	Legislative/Communication (p...		6.66
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1210-633120	Gen Mgmt/Communication (p...		15.81

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1210-633120	Gen Mgmt/Communication (p...		38.29
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1212-633120	HR/Communication (phones, ...		4.98
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1212-633120	HR/Communication (phones, ...		9.16
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1213-633120	IT/Comm (phones, postage, et...		28.30
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1218-633120	City Clerk/Communication(ph...		6.66
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-1312-633120	Assessing/Communication (ph...		9.16
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-2110-633120	Police/Communication (phone...		307.12
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-2150-633120	EM/Communication(phones, ...		31.63
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-2510-633120	Fire/Communication (phones, ...		54.10
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-3110-633120	Mun Ctr/Comm. (phones, post...		104.04
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-3140-633120	Eng/Communication (phones, ...		28.30
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-3176-633120	Garage/Communication (phon...		40.78
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-4100-633120	Rec/Communication (phones, ...		34.96
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-4150-633120	Sr Center / Communication		3.33
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-5110-633120	Bldg Inspect/Comm. (phones, ...		22.47
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-5112-633120	Planning/Communication (pho...		31.63
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	101-5114-633120	Rental Inspect/Comm (phones,..		12.48
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	225-1219-633120	Cable TV/Comm. (phones, pos...		6.66
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	237-5118-633120	Recycling/Communication (ph...		6.66
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	270-4190-633120	SNC/Comm, (phones, postage,...		15.81
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	601-6110-633120	Water Admin/Comm (phones,...		6.66
174396	10/13/2016	INV0010769	PHONE SERVICE 612Z010553	601-6210-633120	Water Ops/Communication (p...		6.66
174462	10/20/2016	INV0010897	PHONE SERVICE	101-1213-633120	IT/Comm (phones, postage, et...		59.10
174462	10/20/2016	INV0010897	PHONE SERVICE	101-2110-633120	Police/Communication (phone...		106.40
174462	10/20/2016	INV0010897	PHONE SERVICE	270-4190-633120	SNC/Comm, (phones, postage,...		57.36
Vendor 10395 - CENTURY LINK Total:							1,786.10

Vendor: 10396 - CENTURY LINK-LONG DISTANCE

174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1210-633120	Gen Mgmt/Communication (p...		1.17
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1212-633120	HR/Communication (phones, ...		0.29
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1213-633120	IT/Comm (phones, postage, et...		0.41
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1218-633120	City Clerk/Communication(ph...		0.11
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1310-633120	Accounting/Communication (...		7.36
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-1312-633120	Assessing/Communication (ph...		0.90
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-2110-633120	Police/Communication (phone...		17.64
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-2510-633120	Fire/Communication (phones, ...		1.17
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-3176-633120	Garage/Communication (phon...		2.78
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-4100-633120	Rec/Communication (phones, ...		1.77
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-5110-633120	Bldg Inspect/Comm. (phones, ...		2.14
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-5112-633120	Planning/Communication (pho...		7.41
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	101-5114-633120	Rental Inspect/Comm (phones,..		0.31
174463	10/20/2016	1389348251	LONG DISTANCE PHONE SERV	270-4190-633120	SNC/Comm, (phones, postage,...		0.53
Vendor 10396 - CENTURY LINK-LONG DISTANCE Total:							43.99

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10404 - CHARLESTON COUNTY FAMILY COURT							
174447	10/19/2016	INV0010837	PAYROLL SUMMARY	101-213300	Child Support Withheld		451.50
Vendor 10404 - CHARLESTON COUNTY FAMILY COURT Total:							451.50
Vendor: Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA							
256	10/19/2016	INV0010839	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		726.69
256	10/19/2016	INV0010840	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		11,612.38
256	10/19/2016	INV0010843	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		270.60
Vendor Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA Total:							12,609.67
Vendor: Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA							
258	10/19/2016	INV0010851	CITY OF FRIDLEY ICMA Ppt ID: 803556	101-213280	RHS Plan (ICMA)		75.00
258	10/19/2016	INV0010852	CITY OF FRIDLEY ICMA Ppt ID: 803502	101-213280	RHS Plan (ICMA)		150.00
Vendor Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA Total:							225.00
Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA							
257	10/19/2016	INV0010853	CITY OF FRIDLEY ICMA Ppt ID: 705060	101-213270	ICMA Roth IRA		1,808.08
Vendor Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA Total:							1,808.08
Vendor: 10455 - COMMUNITY HEALTH CHARITIES							
174448	10/19/2016	INV0010838	Bi-weekly payroll contribution	101-213120	Charitable Contributions		7.69
Vendor 10455 - COMMUNITY HEALTH CHARITIES Total:							7.69
Vendor: 10507 - CUB FOODS INC-BLAINE STORE							
174464	10/20/2016	INV0010899	SNOWPLOW SAFETY LUNCHEON SUPPLIES	101-3174-621140	Streets/Supplies for Repair & ...		199.31
Vendor 10507 - CUB FOODS INC-BLAINE STORE Total:							199.31
Vendor: 10509 - CULLIGAN							
174465	10/20/2016	INV0010901	SR WATER 114-032568569	851-232400	Sr-Advisory//Due to other Age...		35.80
174466	10/20/2016	100X05245605	SOFTENER RENTAL, SALT	601-6210-635110	Water Ops/Rentals		126.45
174466	10/20/2016	100X05245605	SOFTENER RENTAL, SALT	602-6210-621140	Sewer Ops/Supplies for Repair...		723.24
Vendor 10509 - CULLIGAN Total:							885.49
Vendor: 10537 - DALCO							
174467	10/20/2016	3084069	CLEANING SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...		62.12
Vendor 10537 - DALCO Total:							62.12
Vendor: 10563 - DELTA DENTAL PLAN OF MINNESOTA							
DFT0001162	10/21/2016	INV0010841	MONTHLY PREMIUM	101-213160	Dental Insurance Payable		3,947.65
Vendor 10563 - DELTA DENTAL PLAN OF MINNESOTA Total:							3,947.65

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount	
Vendor: 10604 - E.C.M. PUBLISHERS INC								
174397	10/13/2016	412625	FALL RECYCLING DROP OFF	237-5118-633100	Recycling/Advertising		319.00	
							Vendor 10604 - E.C.M. PUBLISHERS INC Total:	319.00
Vendor: 12779 - E.D.I (ENGINEERING DESIGN)								
174524	10/20/2016	15008043	SNC PROJ PROF SERVICE	407-3172-631100	CIP Parks/Professional Services		2,352.42	
							Vendor 12779 - E.D.I (ENGINEERING DESIGN) Total:	2,352.42
Vendor: 10605 - E.D.S BUILDERS, INC								
174468	10/20/2016	20141523	CONSTRUCTION SERVICES SNC PROJ	407-3172-631100	CIP Parks/Professional Services		10,380.32	
							Vendor 10605 - E.D.S BUILDERS, INC Total:	10,380.32
Vendor: 12563 - EMBRACE THE LIGHT, LLC								
174509	10/20/2016	INV0010943	PUMPKIN NIGHT ENTERTAINMENT	270-4192-635100	SNC Spec Events/Services Cont...		900.00	
							Vendor 12563 - EMBRACE THE LIGHT, LLC Total:	900.00
Vendor: 10637 - EMERGENCY APPARATUS MAINT								
174469	10/20/2016	89108	REPLACE FLOWMETER	101-2510-635100	Fire/Services Contracted, Non-...		2,298.11	
							Vendor 10637 - EMERGENCY APPARATUS MAINT Total:	2,298.11
Vendor: 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES								
174398	10/13/2016	AW100316-7	2011 379 CHEV TAHOE PUSH BUMPER	101-2110-621140	Police/Supplies for Repair & M...		74.75	
							Vendor 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES Total:	74.75
Vendor: 10700 - FIRST STATE TIRE RECYCLING								
174399	10/13/2016	102602	RECYCLE TIRES	101-3176-635100	Garage/Services Contracted, ...		110.00	
							Vendor 10700 - FIRST STATE TIRE RECYCLING Total:	110.00
Vendor: 10717 - FLEET PRIDE TRUCK & TRAILER PARTS								
174470	10/20/2016	80323998	FILTERS	101-141040	Inventory - Misc. Parts		52.26	
							Vendor 10717 - FLEET PRIDE TRUCK & TRAILER PARTS Total:	52.26
Vendor: 10718 - FLEXIBLE PIPE TOOL CO								
174400	10/13/2016	20448	REPAIR VIDEO CABLE TO SEWER	602-6210-635100	Sewer Ops/Services Contracte...		286.95	
174400	10/13/2016	20459	REPAIR SEWER CAMERA	603-6210-635100	Storm Ops/Services Contracted..		1,585.95	
							Vendor 10718 - FLEXIBLE PIPE TOOL CO Total:	1,872.90
Vendor: 10745 - FRIDLEY FIRE RELIEF ASSOC FBO								
174401	10/13/2016	INV0010774	REPLACE CK 167590	101-1410-621130	Non-dept/Operating Supplies		675.00	
							Vendor 10745 - FRIDLEY FIRE RELIEF ASSOC FBO Total:	675.00
Vendor: 10748 - FRIDLEY POLICE ASSOCIATION								
174449	10/19/2016	INV0010842	Bi-weekly payroll contributions	101-213330	Fridley Police Association		86.00	
							Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:	86.00
Vendor: 12695 - FRIEDGES DRYWALL, INC								
174520	10/20/2016	INV0010953	SNC PROJ APP#5, RETAINAGE	407-3172-701100	CIP Parks/Building		6,893.00	

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174520	10/20/2016	INV0010953	SNC PROJ APP#5, RETAINAGE	407-3172-701100	CIP Parks/Building		6,511.00
Vendor 12695 - FRIEDGES DRYWALL, INC Total:							13,404.00
Vendor: 10751 - FRIENDLY CHEVROLET, INC							
174402	10/13/2016	INV0010775	PARTS	101-141040	Inventory - Misc. Parts		1,784.19
174402	10/13/2016	INV0010775	SUBLET REPAIRS	101-2110-635100	Police/Services Contracted, N...		97.87
Vendor 10751 - FRIENDLY CHEVROLET, INC Total:							1,882.06
Vendor: 10772 - GARY CARLSON EQUIPMENT CO							
174471	10/20/2016	01289160	REPAIR PARTS WTR DISTRIBUTION	601-6210-621140	Water Ops/Supplies for Repair...		35.00
Vendor 10772 - GARY CARLSON EQUIPMENT CO Total:							35.00
Vendor: 11455 - GLOBAL MINNESOTA							
174488	10/20/2016	2036	GREAT DECISIONS BOOKS	851-232400	Sr-Advisory//Due to other Age...		115.00
Vendor 11455 - GLOBAL MINNESOTA Total:							115.00
Vendor: 10811 - GOPHER STATE ONE-CALL INC							
174403	10/13/2016	6090377	SEPT CALLS	601-6210-635100	Water Ops/Services Contracte...		194.40
174403	10/13/2016	6090377	SEPT CALLS	602-6210-635100	Sewer Ops/Services Contracte...		194.40
Vendor 10811 - GOPHER STATE ONE-CALL INC Total:							388.80
Vendor: 10819 - GRAINGER							
174472	10/20/2016	9242373257	VOLTAGE METER FUSES	601-6210-621140	Water Ops/Supplies for Repair...		15.70
Vendor 10819 - GRAINGER Total:							15.70
Vendor: 10887 - HARRIS, AMBER							
174404	10/13/2016	INV0010777	REPLACE CK 168699 SAFETY BOOTS	101-1410-621130	Non-dept/Operating Supplies		12.39
Vendor 10887 - HARRIS, AMBER Total:							12.39
Vendor: 10894 - HAWKINS INC							
174405	10/13/2016	3955839	WATER CHEMICALS	601-6210-621140	Water Ops/Supplies for Repair...		5,747.54
174473	10/20/2016	3964544	CHLORINE COMMONS WTP	601-6210-621140	Water Ops/Supplies for Repair...		1,017.65
Vendor 10894 - HAWKINS INC Total:							6,765.19
Vendor: 10904 - HEIGHTS BAKERY							
174406	10/13/2016	INV0010779	SR PROG ROLLS	851-232400	Sr-Advisory//Due to other Age...		26.25
Vendor 10904 - HEIGHTS BAKERY Total:							26.25
Vendor: 12678 - HILLCREST ANIMAL HOSPITAL							
174444	10/13/2016	INV0010749	ANIMAL BOARDING SEPTEMBER 2016	101-2110-635100	Police/Services Contracted, N...		314.00
Vendor 12678 - HILLCREST ANIMAL HOSPITAL Total:							314.00
Vendor: 11153 - HIRERIGHT, LLC							
174408	10/13/2016	H0087662	BACKGROUND SCREENING	101-2110-635100	Police/Services Contracted, N...		9.45
Vendor 11153 - HIRERIGHT, LLC Total:							9.45

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Vendor: 10932 - HOISINGTON KOEGLER GROUP INC							
174474	10/20/2016	0160521	SNC PROJ PROFESSIONAL SERVICE	407-3172-631100	CIP Parks/Professional Services		5,015.18
Vendor 10932 - HOISINGTON KOEGLER GROUP INC Total:							5,015.18
Vendor: 10933 - HOLIDAY CREDIT OFFICE							
174475	10/20/2016	INV0010909	FUEL 1400-007-844-778	101-2110-621100	Police/Fuels & Lubes		36.68
174475	10/20/2016	INV0010909	FUEL 1400-007-844-778	101-2110-621100	Police/Fuels & Lubes		61.31
Vendor 10933 - HOLIDAY CREDIT OFFICE Total:							97.99
Vendor: 12652 - INDIANHEAD GLASS							
174515	10/20/2016	INV0010948	SNC PROJ APP#6 RETAINAGE	407-3172-701100	CIP Parks/Building		10,609.25
Vendor 12652 - INDIANHEAD GLASS Total:							10,609.25
Vendor: 10996 - INSTRUMENTAL RESEARCH, INC							
174476	10/20/2016	10562	WATER TESTING COLIFORM BAC-T	601-6210-635100	Water Ops/Services Contracte...		256.00
Vendor 10996 - INSTRUMENTAL RESEARCH, INC Total:							256.00
Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES							
DFT0001169	10/21/2016	INV0010858	BI-WEEKLY SOCIAL SECURITY WITHHOLDINGS	101-212120	FICA Payable		31,171.54
DFT0001170	10/21/2016	INV0010859	BI-WEEKLY MEDICARE WITHHOLDINGS	101-212130	Medicare Payable		11,620.72
DFT0001172	10/21/2016	INV0010861	BI-WEEKLY FEDERAL TAX WITHHOLDING	101-212100	Federal Tax Withheld		45,891.13
Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:							88,683.39
Vendor: 11082 - JOHNSON, ZACHARY							
174407	10/13/2016	INV0000065	REIMB SAFETY BOOTS	101-3174-621110	Streets/Clothing/Laundry Allo...		35.00
Vendor 11082 - JOHNSON, ZACHARY Total:							35.00
Vendor: 11088 - JONES, RICHARD							
174477	10/20/2016	INV0010911	SEWER OPERATOR CERTIFICATION	602-6210-632100	Sewer Ops/Dues & Subscriptio...		55.00
Vendor 11088 - JONES, RICHARD Total:							55.00
Vendor: 11109 - KENDELL DOORS & HARDWARE, INC							
174478	10/20/2016	SE036354	KEY BLANKS	601-6210-621140	Water Ops/Supplies for Repair...		72.00
Vendor 11109 - KENDELL DOORS & HARDWARE, INC Total:							72.00
Vendor: 12814 - KUDLA, ROBERT							
174526	10/20/2016	INV0010958	WTR EFFICIENCY GRANT REBATE	601-6210-638140	Water Ops/Miscellaneous		339.00
Vendor 12814 - KUDLA, ROBERT Total:							339.00
Vendor: 12540 - KUECHLE UNDERGROUND, INC							
174443	10/13/2016	INV0010810	STREET PROJ EST#10	406-3174-702100	CIP Streets/Improvements oth...		174,981.27
Vendor 12540 - KUECHLE UNDERGROUND, INC Total:							174,981.27

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Vendor: 11160 - L-3 COMMUNICATIONS MOBILE VISION								
174409	10/13/2016	246039	REPLACE CAMERA SYS #354	704-7130-635100	Self Ins/Srvcs Contracted, Non...		6,640.90	
							Vendor 11160 - L-3 COMMUNICATIONS MOBILE VISION Total:	6,640.90
Vendor: 11173 - LAKE RESTORATION INC								
174479	10/20/2016	153339	WEED/ALGAE TREATMENT	603-6210-635100	Storm Ops/Services Contracted..		298.80	
							Vendor 11173 - LAKE RESTORATION INC Total:	298.80
Vendor: 11204 - LEAGUE OF MINNESOTA CITIES								
174480	10/20/2016	238462	MEMBERSHIP	101-1110-632100	Legislative/Dues & Subscriptio...		20,686.00	
							Vendor 11204 - LEAGUE OF MINNESOTA CITIES Total:	20,686.00
Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST								
174410	10/13/2016	1467	DEDUCTIBLE CLAIM	704-7130-631100	Self Ins/Professional Services		3,053.53	
174481	10/20/2016	INV0010915	WORK COMP 200063626	704-7130-631100	Self Ins/Professional Services		10.00	
174481	10/20/2016	INV0010915	WORK COMP 200063626	704-7130-631100	Self Ins/Professional Services		1,132.59	
							Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:	4,196.12
Vendor: 12689 - LITCHY, JOHN P, AIA NCARB								
174519	10/20/2016	5B	CITY HALL REVIEW	405-3115-631100	Bldg CIP-MunCtr/Professional ...		1,500.00	
							Vendor 12689 - LITCHY, JOHN P, AIA NCARB Total:	1,500.00
Vendor: 11238 - LOFFLER COMPANIES-131511								
174482	10/20/2016	2336873	COPIER USAGE, OVERAGE	101-1213-635100	IT/Srvc Contracted, Non-profe...		241.39	
							Vendor 11238 - LOFFLER COMPANIES-131511 Total:	241.39
Vendor: 12605 - MAERTENS-BRENNY CONSTRUCTION COMPANY								
174512	10/20/2016	5767, APP#11	BID DIVISION CONCRETE,MASONRY, WALL	407-3172-701100	CIP Parks/Building		772.07	
174512	10/20/2016	5767, APP#11	BID DIVISION CONCRETE,MASONRY, WALL	407-3172-702100	CIP Parks/Improvements other...		17,717.50	
							Vendor 12605 - MAERTENS-BRENNY CONSTRUCTION COMPANY Total:	18,489.57
Vendor: 11298 - MANSFIELD OIL COMPANY								
174411	10/13/2016	790073	FUEL	101-141010	Inventory - Gasoline		5,679.33	
174483	10/20/2016	812353,812354	FUEL	101-141010	Inventory - Gasoline		8,963.94	
							Vendor 11298 - MANSFIELD OIL COMPANY Total:	14,643.27
Vendor: 11354 - METERING & TECHNOLOGY SOLUTIONS								
174484	10/20/2016	7468	WATER METERS	601-6310-621140	Water CIP/Supplies for Repair...		77,404.00	
							Vendor 11354 - METERING & TECHNOLOGY SOLUTIONS Total:	77,404.00
Vendor: 11366 - METRO SALES INC								
174485	10/20/2016	638796	MAINT COPIER	101-3140-633110	Eng/Printing & Binding		385.70	
							Vendor 11366 - METRO SALES INC Total:	385.70
Vendor: 11368 - METROPOLITAN COUNCIL								
174486	10/20/2016	1060019	NOV WASTEWATER SERVICE	602-6210-634100	Sewer Ops/Utility Services		328,193.62	
							Vendor 11368 - METROPOLITAN COUNCIL Total:	328,193.62

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Vendor: 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A.							
174412	10/13/2016	00000363919	CJDN ACCESS FEE JULY THRU SEPTEMBER 2016	101-2110-633120	Police/Communication (phone...		750.00
Vendor 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A. Total:							750.00
Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER							
174450	10/19/2016	INV0010836	Bi-weekly payroll deduction	101-213300	Child Support Withheld		876.32
Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:							876.32
Vendor: 11450 - MINN FIRE SERVICE CERT BOARD							
174413	10/13/2016	4440	RECERTIFICATION FIREFIGHTERS	101-2510-632100	Fire/Dues & Subscription , Pe...		600.00
Vendor 11450 - MINN FIRE SERVICE CERT BOARD Total:							600.00
Vendor: 11454 - MINN HWY SAFETY/RESEARCH-MHSRC							
174487	10/20/2016	6294305390	EVOC DRIVING SCHL	101-2110-632120	Police/Conferences & School		396.00
Vendor 11454 - MINN HWY SAFETY/RESEARCH-MHSRC Total:							396.00
Vendor: 11459 - MINN MAYORS ASSOC							
174489	10/20/2016	INV0010923	ANNUAL DUES	101-1110-632100	Legislative/Dues & Subscriptio...		30.00
Vendor 11459 - MINN MAYORS ASSOC Total:							30.00
Vendor: 11462 - MINN PIPE & EQUIP							
174414	10/13/2016	366160	HYDRANT PAINT	601-6310-621140	Water CIP/Supplies for Repair...		710.23
Vendor 11462 - MINN PIPE & EQUIP Total:							710.23
Vendor: 11464 - MINN POLLUTION CONTROL AGENCY-MPCA							
174490	10/20/2016	INV0010924	WASTEWATER CERT RENEWAL	602-6210-632100	Sewer Ops/Dues & Subscriptio...		23.00
Vendor 11464 - MINN POLLUTION CONTROL AGENCY-MPCA Total:							23.00
Vendor: 11474 - MINN SAFETY COUNCIL INC							
174415	10/13/2016	45445	DEFENSIVE DRIVING CLASS	101-4151-621130	Sr Trips/Operating Supplies		714.00
Vendor 11474 - MINN SAFETY COUNCIL INC Total:							714.00
Vendor: 11485 - MINN UNEMPLOYMENT FUND							
174416	10/13/2016	10830842	3RD QRT UNEMPLOYMENT	101-1310-613130	Accounting/Unemployment C...		1,205.10
174416	10/13/2016	10830842	3RD QRT UNEMPLOYMENT	270-4190-613130	SNC/Unemployment Compens...		27.48
174416	10/13/2016	10830842	3RD QRT UNEMPLOYMENT	609-6910-613130	Liq Store1-Cub/Unemployment..		249.65
Vendor 11485 - MINN UNEMPLOYMENT FUND Total:							1,482.23
Vendor: 11495 - MINNEAPOLIS FINANCE DEPT							
174417	10/13/2016	400451000417	APS PAWN TRANSACTIONS AUGUST 2016	101-2111-635100	Police-Pawn/Services Contract...		2,960.10
Vendor 11495 - MINNEAPOLIS FINANCE DEPT Total:							2,960.10
Vendor: 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES							
DFT0001171	10/21/2016	INV0010860	BI-WEEKLY STATE INCOME TAX WITHHOLDINGS	101-212110	State Tax Withheld		17,841.38
Vendor 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES Total:							17,841.38

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Vendor: 12663 - MUELLER, PETER								
174517	10/20/2016	INV0010950	REIMB WORK COM CHECK	101-2110-611100	Police/Full Time Employee - R...		376.75	
							Vendor 12663 - MUELLER, PETER Total:	376.75
Vendor: 12651 - MULTIPLE CONCEPTS INTERIORS								
174514	10/20/2016	INV0010947	SNC PROJ APP#5 RETAINAGE	407-3172-701100	CIP Parks/Building		1,621.10	
							Vendor 12651 - MULTIPLE CONCEPTS INTERIORS Total:	1,621.10
Vendor: 11551 - NAGELL APPRAISAL & CONSULTING, INC								
174418	10/13/2016	24142	APPRAISAL FOR TAX COURT-TARGET DIST	101-1312-631100	Assessing/Professional Services		4,800.00	
							Vendor 11551 - NAGELL APPRAISAL & CONSULTING, INC Total:	4,800.00
Vendor: 11573 - NELSON CHEESE & DELI								
174419	10/13/2016	107292	9/26 CONF MEETING BOXED LUNCHES	101-1210-632120	Gen Mgmt/Conferences & Sch...		103.35	
							Vendor 11573 - NELSON CHEESE & DELI Total:	103.35
Vendor: 11582 - NETWORK MEDICS, INC								
174491	10/20/2016	8412	VITALBACKUP CONTRACT	409-1213-635100	IT Capital/Srvc Contracted, No...		195.00	
							Vendor 11582 - NETWORK MEDICS, INC Total:	195.00
Vendor: 11614 - NORTHERN DEWATERING INC								
174420	10/13/2016	33744	EMERGENCY DEWATERING	603-6210-635100	Storm Ops/Services Contracted..		2,937.00	
							Vendor 11614 - NORTHERN DEWATERING INC Total:	2,937.00
Vendor: 11618 - NORTHERN SANITARY SUPPLY INC								
174421	10/13/2016	182704	CADDY, BRUTE RIM CARRIER	270-4190-621140	SNC/Supplies for Repair & Mai...		34.31	
							Vendor 11618 - NORTHERN SANITARY SUPPLY INC Total:	34.31
Vendor: 11627 - NORTHWEST ASPHALT, INC								
174422	10/13/2016	INV0010791	STREET PROJ EST#4	406-3174-702100	CIP Streets/Improvements oth...		198,210.31	
							Vendor 11627 - NORTHWEST ASPHALT, INC Total:	198,210.31
Vendor: 12579 - O'MALLEY CONSTRUCTION, INC								
174511	10/20/2016	INV0007026	SAFE ROUTES PROJ EST#3 FINAL	406-3174-635100	CIP Streets/Services Contracte...		15,250.08	
							Vendor 12579 - O'MALLEY CONSTRUCTION, INC Total:	15,250.08
Vendor: 11667 - ON SITE SANITATION								
174423	10/13/2016	319311	PORTABLE RESTROOMS	101-3172-635110	Parks/Rentals		57.43	
							Vendor 11667 - ON SITE SANITATION Total:	57.43
Vendor: 11671 - OPEN YOUR HEART								
174451	10/19/2016	INV0010847	Bi-weekly payroll contribtions	101-213120	Charitable Contributions		10.00	
							Vendor 11671 - OPEN YOUR HEART Total:	10.00
Vendor: 12727 - OTI, INC								
174445	10/13/2016	201690	STREET SWEEPING DISPOSAL	101-3174-635100	Streets/Srvcs Contracted, Non...		600.00	
							Vendor 12727 - OTI, INC Total:	600.00

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Vendor: 11685 - P.E.R.A. - PUBLIC EMPLOYEES							
DFT0001166	10/21/2016	INV0010848	Bi-weekly deduction - Coordinated	101-213100	PERA		32,746.82
DFT0001167	10/21/2016	INV0010849	Bi-weekly payroll deduction - defined contrib	101-213100	PERA		164.46
DFT0001168	10/21/2016	INV0010850	Bi-weekly payroll ded - Pol/Fire	101-213100	PERA		39,971.97
Vendor 11685 - P.E.R.A. - PUBLIC EMPLOYEES Total:							72,883.25
Vendor: 11688 - P.L.E.A.A. - PROF LAW ENFORCEMENT							
174424	10/13/2016	INV0010754	PLEAA 2016 FALL CONFERENCE ZWICKY, NEIS, J JOHNSON	101-2110-632120	Police/Conferences & School		120.00
Vendor 11688 - P.L.E.A.A. - PROF LAW ENFORCEMENT Total:							120.00
Vendor: 12679 - PALMER WEST CONSTRUCTION CO							
174518	10/20/2016	INV0010951	SNC PROJ RETAINAGE	407-3172-701100	CIP Parks/Building		11,627.20
Vendor 12679 - PALMER WEST CONSTRUCTION CO Total:							11,627.20
Vendor: 11729 - PERFECT 10 CAR WASH							
174425	10/13/2016	INV0010793	CAR WASHIES POLICE ACCT	101-2110-635100	Police/Services Contracted, N...		66.89
174425	10/13/2016	INV0010793	CAR WASHIES POLICE ACCT	101-4100-635100	Rec/Services Contracted, Non...		6.99
Vendor 11729 - PERFECT 10 CAR WASH Total:							73.88
Vendor: 11740 - PETCO							
174492	10/20/2016	OA070270	k-9 SUPPLIES	101-2113-621130	K-9 Program/Operating Suppli...		137.80
Vendor 11740 - PETCO Total:							137.80
Vendor: 11745 - PETTY CASH							
174493	10/20/2016	INV0010927	PETTY CASH-TRAINING MEALS	101-2110-632120	Police/Conferences & School		48.72
174493	10/20/2016	INV0010927	PETTY CASH-PARKING	101-3140-632110	Eng/Transportation		8.00
174493	10/20/2016	INV0010927	PETTY CASH-PARKING	101-5112-632110	Planning/Transportation		4.00
174493	10/20/2016	INV0010927	PETTY CASH-PROGRAM SUPPLIES	270-4190-621130	SNC/Operating Supplies		21.52
174493	10/20/2016	INV0010927	PETTY CASH-PROGRAM SUPPLIES	270-4192-621130	SNC Spec Events/Operating Su...		5.00
Vendor 11745 - PETTY CASH Total:							87.24
Vendor: 11783 - PREFERRED ONE INSURANCE COMPANY							
DFT0001163	10/21/2016	INV0010844	MONTHLY PREMIUM	101-213140	Health Insurance		39,806.60
Vendor 11783 - PREFERRED ONE INSURANCE COMPANY Total:							39,806.60
Vendor: 11834 - R.D.O. EQUIPMENT CO							
174494	10/20/2016	P16819	CONROL SOLENOID	101-141040	Inventory - Misc. Parts		407.80
Vendor 11834 - R.D.O. EQUIPMENT CO Total:							407.80
Vendor: 12817 - RED CEDAR STEEL ERECTORS							
174528	10/20/2016	1858	SHEAR WALL, TWO COLUMNS SNC PROJ	407-3172-701100	CIP Parks/Building		7,535.00
Vendor 12817 - RED CEDAR STEEL ERECTORS Total:							7,535.00

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Vendor: 12576 - RED RIVER FLAGS								
174510	10/20/2016	2233	REPAIR FLAGS	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		66.96	
							Vendor 12576 - RED RIVER FLAGS Total:	66.96
Vendor: 11877 - REPUBLIC-ALLIED WASTE SERVICES #899								
174426	10/13/2016	899002932942	SEPTRECYCLING SERVICE	237-5118-635100	Recycling/Services Contracted,...		23,079.45	
							Vendor 11877 - REPUBLIC-ALLIED WASTE SERVICES #899 Total:	23,079.45
Vendor: 12618 - RESPEC								
174513	10/20/2016	INV0010946	MAPPING/DATA COLLECTION	601-6210-635100	Water Ops/Services Contracte...		806.59	
174513	10/20/2016	INV0010946	MAPPING/DATA COLLECTION	602-6210-635100	Sewer Ops/Services Contracte...		806.59	
174513	10/20/2016	INV0010946	MAPPING/DATA COLLECTION	603-6210-635100	Storm Ops/Services Contracted..		806.82	
							Vendor 12618 - RESPEC Total:	2,420.00
Vendor: 11886 - REVIER, REGGIE								
174495	10/20/2016	INV0010929	REIMB SAFETY BOOTS	101-3174-621110	Streets/Clothing/Laundry Allo...		54.00	
							Vendor 11886 - REVIER, REGGIE Total:	54.00
Vendor: 11907 - ROCK SOLID LANDSCAPE & IRRIGATION								
174427	10/13/2016	8300-02,8304-07	LAWN MOWING ABATEMENTS	101-5112-635100	Planning/Services Contracted,...		490.00	
174496	10/20/2016	8327-8334	LAWN MOWING ABATEMENT	101-5112-635100	Planning/Services Contracted,...		560.00	
							Vendor 11907 - ROCK SOLID LANDSCAPE & IRRIGATION Total:	1,050.00
Vendor: 11924 - RUFFRIDGE JOHNSON EQUIP CO INC								
174428	10/13/2016	RA00294	STREET SWEEPING	603-6210-635110	Storm Ops/Rentals		3,600.00	
							Vendor 11924 - RUFFRIDGE JOHNSON EQUIP CO INC Total:	3,600.00
Vendor: 11934 - S.C.T. INSPECTIONS								
174497	10/20/2016	INV0010931	INSPECTIONS	101-5110-635100	Bldg Inspect/Srvc Contracted, ...		1,135.00	
							Vendor 11934 - S.C.T. INSPECTIONS Total:	1,135.00
Vendor: 11966 - SCHIFSKY & SONS INC								
174429	10/13/2016	60502	AC SAND MIX	101-3174-621140	Streets/Supplies for Repair & ...		413.53	
							Vendor 11966 - SCHIFSKY & SONS INC Total:	413.53
Vendor: 12001 - SHERWIN-WILLIAMS								
174430	10/13/2016	62408	HYDRANT PRIMER	601-6310-621140	Water CIP/Supplies for Repair...		264.55	
							Vendor 12001 - SHERWIN-WILLIAMS Total:	264.55
Vendor: 12007 - SHRED RIGHT								
174498	10/20/2016	251475	SHREDDING SERVICE	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		66.56	
							Vendor 12007 - SHRED RIGHT Total:	66.56
Vendor: 12813 - SKILLSOFT CORPORATION								
174525	10/20/2016	173695	SKILLCHOICE IT W/HOST	101-1213-632120	IT/Conferences & School		3,152.94	
							Vendor 12813 - SKILLSOFT CORPORATION Total:	3,152.94
Vendor: 12027 - SKOGEN, DEBRA A.								
174431	10/13/2016	INV0010799	REIMB MILEAGE ELECTIONS	101-1216-632100	Elections/Dues & Subscription ,...		145.71	

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
174431	10/13/2016	INV0010799	REIMB MILEAGE	101-1218-632100	City Clerk/Dues & Subscription,..		129.20
Vendor 12027 - SKOGEN, DEBRA A. Total:							274.91
Vendor: 12737 - SLUMBERLAND							
174522	10/20/2016	INV0010955	TEMPORARY SIGN DEPOSIT REFUND	101-221100	Deposits		200.00
Vendor 12737 - SLUMBERLAND Total:							200.00
Vendor: 12055 - SPLIT ROCK STUDIOS							
174499	10/20/2016	2801	SNC PROJ PROF SERVICE FINAL	407-3172-631100	CIP Parks/Professional Services		85,109.00
Vendor 12055 - SPLIT ROCK STUDIOS Total:							85,109.00
Vendor: 12062 - SPRINGBROOK NATURE CENT FOUNDATION							
255	10/19/2016	INV0010854	FRIDLEY EMPLOYEE PAYROLL DONATIONS	101-213120	Charitable Contributions		3.86
Vendor 12062 - SPRINGBROOK NATURE CENT FOUNDATION Total:							3.86
Vendor: 12105 - STIMEY ELECTRIC							
174432	10/13/2016	2805	REPLACE FIXTURES LOCKE WTP	601-6210-635100	Water Ops/Services Contracte...		7,759.19
Vendor 12105 - STIMEY ELECTRIC Total:							7,759.19
Vendor: 12115 - STREICHER'S							
174500	10/20/2016	1227160	SHOT TRAINING KIT, UPGRADE KIT	101-2110-621130	Police/Operating Supplies		997.92
Vendor 12115 - STREICHER'S Total:							997.92
Vendor: 12122 - SUBURBAN TIRE WHOLSALE, INC							
174433	10/13/2016	10141815,849	TIRES	101-141030	Inventory - Batteries/Tires		1,405.60
174501	10/20/2016	1041954	TIRES	101-141030	Inventory - Batteries/Tires		606.76
Vendor 12122 - SUBURBAN TIRE WHOLSALE, INC Total:							2,012.36
Vendor: 12147 - T.A.S.C.							
174434	10/13/2016	861400	RETIREE ADM FEES JULY	704-7130-631100	Self Ins/Professional Services		72.00
174502	10/20/2016	879482,879863	COBRA ADMIN FEES, CLAIMS PROC, HRA ADMIN	704-7130-631100	Self Ins/Professional Services		537.50
174502	10/20/2016	879482,879863	COBRA ADMIN FEES, CLAIMS PROC, HRA ADMIN	704-7130-631100	Self Ins/Professional Services		111.80
Vendor 12147 - T.A.S.C. Total:							721.30
Vendor: 12157 - TAHO SPORTSWEAR							
174435	10/13/2016	16TF2216	SOCCER T-SHIRTS	101-4102-621130	Rec After School/Operating Su...		283.20
Vendor 12157 - TAHO SPORTSWEAR Total:							283.20
Vendor: 12183 - THOMSON WEST PUBLISHING GROUP,INC							
174436	10/13/2016	834832027	WEST INFORMATION CHARGES SEPTEMBER 2016	101-2110-635100	Police/Services Contracted, N...		178.00
Vendor 12183 - THOMSON WEST PUBLISHING GROUP,INC Total:							178.00

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 12209 - TOTAL COMPLIANCE SOLUTIONS, INC							
174503	10/20/2016	49261	DOT CONSORTUIM SUBSCRIPTION	601-6210-632100	Water Ops/Dues & Subscriptio...		105.00
Vendor 12209 - TOTAL COMPLIANCE SOLUTIONS, INC Total:							105.00
Vendor: 12243 - TRUGREEN-CHEMLAWN							
174504	10/20/2016	55037699	WEED N FEED SERVICE	101-2510-635100	Fire/Services Contracted, Non...		85.00
174504	10/20/2016	55037699	WEED N FEED SERVICE	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		31.00
174504	10/20/2016	55037699	WEED N FEED SERVICE	101-3172-635100	Parks/Services Contracted, No...		5,941.00
174504	10/20/2016	55037699	WEED N FEED SERVICE	601-6210-635100	Water Ops/Services Contracte...		256.00
174504	10/20/2016	55037699	WEED N FEED SERVICE	609-6920-635100	Liq Store 2-65/Srvc Contracted,...		17.00
Vendor 12243 - TRUGREEN-CHEMLAWN Total:							6,330.00
Vendor: 12661 - TWIN CITY ACOUSTICS, INC							
174516	10/20/2016	INV0010949	SNC FINAL RETAINAGE	407-3172-701100	CIP Parks/Building		574.90
Vendor 12661 - TWIN CITY ACOUSTICS, INC Total:							574.90
Vendor: 12443 - U.S. BANK TRUST (HSA-OPTUM)							
DFT0001164	10/21/2016	INV0010845	HSA savings acct - employee contribution	703-213340	Health Care Spending		2,071.74
DFT0001165	10/21/2016	INV0010846	HSA savings acct - employer additional	101-213150	HRA/Veba & HSA Benefit-Heal...		1,800.00
Vendor 12443 - U.S. BANK TRUST (HSA-OPTUM) Total:							3,871.74
Vendor: 12265 - U.S. DEPARTMENT OF EDUCATION							
174452	10/19/2016	INV0010856	US Dept of Ed garnishment	101-213310	Garnishments Withheld		226.49
Vendor 12265 - U.S. DEPARTMENT OF EDUCATION Total:							226.49
Vendor: 12269 - U.S.A. BLUEBOOK							
174505	10/20/2016	74410	MARKING FLAGS	601-6210-621140	Water Ops/Supplies for Repair...		142.80
Vendor 12269 - U.S.A. BLUEBOOK Total:							142.80
Vendor: 12279 - UNITED BUSINESS MAIL							
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-1210-633120	Gen Mgmt/Communication (p...		135.52
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-1216-633120	Elections/Communication (ph...		41.47
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-1310-633120	Accounting/Communication (...)		275.02
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-1312-633120	Assessing/Communication (ph...		5.64
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-132200	Due from HRA		9.95
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-2110-633120	Police/Communication (phone...		277.84
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-2510-633120	Fire/Communication (phones, ...)		68.84
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-3140-633120	Eng/Communication (phones, ...)		123.58
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-3174-633120	Streets/Communication (phon...		54.41
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-4100-633120	Rec/Communication (phones, ...)		125.57
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-4150-633120	Sr Center / Communication		4.31
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-5110-633120	Bldg Inspect/Comm. (phones, ...)		67.84
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-5112-633120	Planning/Communication (pho...		172.51
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	101-5114-633120	Rental Inspect/Comm (phones,...		89.07
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	225-1219-633120	Cable TV/Comm. (phones, pos...		0.65

Claims Council 10/24/16

Payment Dates: 10/10/2016 - 10/21/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	237-5118-633120	Recycling/Communication (ph...		10.95
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	270-4190-633120	SNC/Comm, (phones, postage,...		82.61
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	601-6210-633120	Water Ops/Communication (p...		112.30
174437	10/13/2016	INV0010806	POSTAGE ACCT#341001	609-6910-633120	Liq Store1-Cub/Comm. (phone...		0.66
Vendor 12279 - UNITED BUSINESS MAIL Total:							1,658.74
Vendor: 12286 - UNITED WAY							
174453	10/19/2016	INV0010855	Bi-weekly payroll contributions	101-213120	Charitable Contributions		20.00
Vendor 12286 - UNITED WAY Total:							20.00
Vendor: 12291 - UNIVERSITY OF MINNESOTA							
174438	10/13/2016	INV0010804	REGISTRATIONS BUILDING OFFICIALS	101-5110-632120	Bldg Inspect/Conferences & Sc...		660.00
Vendor 12291 - UNIVERSITY OF MINNESOTA Total:							660.00
Vendor: 12297 - UPPER MIDWEST SEED INC							
174439	10/13/2016	20836	BIRD SEED	270-4190-621130	SNC/Operating Supplies		17.00
Vendor 12297 - UPPER MIDWEST SEED INC Total:							17.00
Vendor: 12815 - VALLEY, CHRISTOPHER							
174527	10/20/2016	INV0010959	WTR EFFICIENCY GRANT REBATE	601-6210-638140	Water Ops/Miscellaneous		189.00
Vendor 12815 - VALLEY, CHRISTOPHER Total:							189.00
Vendor: 12370 - WENCK ASSOCIATES,INC							
174506	10/20/2016	606999,605657	STREET REHAB PROJ	406-3174-631100	CIP Streets/Professional Servic...		3,678.54
Vendor 12370 - WENCK ASSOCIATES,INC Total:							3,678.54
Vendor: 12395 - WONDERLIC, INC							
174440	10/13/2016	6421185	WEB ADMIN FEES NEW EMPLOYEES	101-1212-631100	HR/Professional Services		399.00
Vendor 12395 - WONDERLIC, INC Total:							399.00
Vendor: 12402 - XCEL ENERGY							
174441	10/13/2016	INV0010808	UTILITIES 519183467	101-2110-634100	Police/Utility Services		316.77
174441	10/13/2016	INV0010808	UTILITIES 518995764	101-2510-634100	Fire/Utility Services		39.86
174441	10/13/2016	INV0010808	UTILITIES 519163140	101-3110-634100	Mun Ctr/Utility Services		4,371.86
174441	10/13/2016	INV0010808	UTILITIES 519010281	101-3172-634100	Parks/Utility Services		11.52
174441	10/13/2016	INV0010808	UTILITIES 519119867	609-6910-634100	Liq Store1-Cub/Utility Services		1,389.96
174441	10/13/2016	INV0010808	UTILITIES 519190363	609-6920-634100	Liq Store 2-65/Utility Services		1,367.03
174507	10/20/2016	INV0010941	UTILITIES 5159268118	101-3172-634100	Parks/Utility Services		2,540.50
174507	10/20/2016	INV0010941	UTILITIES 520175379	101-3176-634100	Garage/Utility Services		132.36
174507	10/20/2016	INV0010941	UTILITIES 520303590	601-6210-634100	Water Ops/Utility Services		22,078.00
Vendor 12402 - XCEL ENERGY Total:							32,247.86

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 12411 - YALE MECHANICAL INC							
174508	10/20/2016	171104,174227	ANNUAL HVAC MAINT	101-3176-635100	Garage/Services Contracted, ...		1,838.67
					Vendor 12411 - YALE MECHANICAL INC Total:		1,838.67
					Grand Total:		1,550,855.76

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	333,941.44
225 - CABLE TV FUND	7.31
237 - SOLID WASTE ABATEMENT	23,416.06
270 - SPRINGBROOK NC FUND	3,126.95
405 - CAPITAL IMPROVEMENTS-BLDG	134,483.62
406 - CAPITAL IMPROVEMENTS-STR	398,182.70
407 - CAPITAL IMPROVEMENTS-PKS	169,751.39
409 - CAPITAL IMPR-INFO SYSTEMS	195.00
601 - WATER FUND	123,144.31
602 - SEWER FUND	331,366.44
603 - STORM WATER FUND	15,603.57
609 - MUNICIPAL LIQUOR	3,169.86
703 - EMPLOYEE BENEFITS	2,071.74
704 - SELF INSURANCE FUND	12,218.32
851 - Senior - Advisory Council	177.05
Grand Total:	1,550,855.76

Account Summary

Account Number	Account Name	Payment Amount
101-1110-632100	Legislative/Dues & Subscr...	20,716.00
101-1110-633120	Legislative/Communicatio...	6.66
101-1210-632120	Gen Mgmt/Conferences &...	103.35
101-1210-633120	Gen Mgmt/Communicati...	190.79
101-1212-631100	HR/Professional Services	399.00
101-1212-633120	HR/Communication (pho...	14.43
101-1213-632120	IT/Conferences & School	3,152.94
101-1213-633120	IT/Comm (phones, postag...	487.81
101-1213-635100	IT/Srvc Contracted, Non-p...	241.39
101-1216-632100	Elections/Dues & Subscrip...	145.71
101-1216-633120	Elections/Communication ...	41.47
101-1218-632100	City Clerk/Dues & Subscri...	129.20
101-1218-633120	City Clerk/Communication...	6.77
101-1310-613130	Accounting/Unemploye...	1,205.10
101-1310-633120	Accounting/Communicati...	282.38
101-1312-631100	Assessing/Professional Se...	4,800.00
101-1312-633120	Assessing/Communication...	15.70
101-132200	Due from HRA	9.95
101-141010	Inventory - Gasoline	14,643.27
101-141030	Inventory - Batteries/Tires	2,012.36
101-141040	Inventory - Misc. Parts	2,244.25

Account Summary

Account Number	Account Name	Payment Amount
101-1410-621130	Non-dept/Operating Suppl..	687.39
101-2110-611100	Police/Full Time Employee..	376.75
101-2110-621100	Police/Fuels & Lubes	97.99
101-2110-621130	Police/Operating Supplies	997.92
101-2110-621140	Police/Supplies for Repair...	74.75
101-2110-631100	Police/Professional Servic...	17.51
101-2110-632120	Police/Conferences & Sch...	564.72
101-2110-633120	Police/Communication (p...	3,195.20
101-2110-634100	Police/Utility Services	316.77
101-2110-635100	Police/Services Contracte...	666.21
101-2110-635110	Police/Rentals	1,675.00
101-2111-635100	Police-Pawn/Services Con...	2,960.10
101-2113-621130	K-9 Program/Operating S...	137.80
101-2113-631100	K-9 Program/Professional ...	373.53
101-212100	Federal Tax Withheld	45,891.13
101-212110	State Tax Withheld	17,841.38
101-212120	FICA Payable	31,171.54
101-212130	Medicare Payable	11,620.72
101-213100	PERA	72,883.25
101-213120	Charitable Contributions	41.55
101-213140	Health Insurance	39,806.60
101-213150	HRA/Veba & HSA Benefit-...	3,000.00
101-213160	Dental Insurance Payable	3,947.65
101-213260	Deferred Comp.-ICMA 457..	12,609.67
101-213270	ICMA Roth IRA	1,808.08
101-213280	RHS Plan (ICMA)	225.00
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...	31.63
101-221100	Deposits	200.00
101-2510-621110	Fire/Clothing/Laundry All...	571.55
101-2510-632100	Fire/Dues & Subscription ,...	600.00
101-2510-633120	Fire/Communication (pho...	639.31
101-2510-634100	Fire/Utility Services	91.25
101-2510-635100	Fire/Services Contracted,...	2,383.11
101-3110-621110	Mun Ctr/Clothing/Laundry..	263.67
101-3110-633120	Mun Ctr/Comm. (phones,...	104.04
101-3110-634100	Mun Ctr/Utility Services	4,678.56
101-3110-635100	Mun Ctr/Srvcs Contracted,..	211.52
101-3140-632110	Eng/Transportation	8.00
101-3140-633110	Eng/Printing & Binding	385.70

Account Summary

Account Number	Account Name	Payment Amount
101-3140-633120	Eng/Communication (pho...	151.88
101-3172-634100	Parks/Utility Services	2,664.43
101-3172-635100	Parks/Services Contracted...	5,941.00
101-3172-635110	Parks/Rentals	102.62
101-3174-621110	Streets/Clothing/Laundry ...	89.00
101-3174-621140	Streets/Supplies for Repai...	612.84
101-3174-633120	Streets/Communication (...)	54.41
101-3174-635100	Streets/Srvcs Contracted,...	600.00
101-3176-621140	Garage/Supplies for Repai...	62.12
101-3176-633120	Garage/Communication (...)	199.85
101-3176-634100	Garage/Utility Services	316.74
101-3176-635100	Garage/Services Contract...	2,988.67
101-4100-633120	Rec/Communication (pho...	162.30
101-4100-635100	Rec/Services Contracted, ...	6.99
101-4102-621130	Rec After School/Operati...	283.20
101-4150-633120	Sr Center / Communication	45.14
101-4151-621130	Sr Trips/Operating Supplies	714.00
101-5110-632120	Bldg Inspect/Conferences...	660.00
101-5110-633120	Bldg Inspect/Comm. (pho...	92.45
101-5110-635100	Bldg Inspect/Srvc Contrac...	1,135.00
101-5112-632110	Planning/Transportation	4.00
101-5112-633120	Planning/Communication ...	211.55
101-5112-635100	Planning/Services Contrac...	1,096.00
101-5114-633120	Rental Inspect/Comm (ph...	101.86
225-1219-633120	Cable TV/Comm. (phones,...	7.31
237-5118-633100	Recycling/Advertising	319.00
237-5118-633120	Recycling/Communication...	17.61
237-5118-635100	Recycling/Services Contra...	23,079.45
270-4190-613130	SNC/Unemployment Com...	27.48
270-4190-621130	SNC/Operating Supplies	38.52
270-4190-621140	SNC/Supplies for Repair &...	34.31
270-4190-633120	SNC/Comm, (phones, pos...	556.31
270-4190-634100	SNC/Utility Services	40.64
270-4192-621130	SNC Spec Events/Operati...	5.00
270-4192-633110	SNC Spec Events/Printing...	1,524.69
270-4192-635100	SNC Spec Events/Services...	900.00
405-3115-631100	Bldg CIP-MunCtr/Professi...	134,483.62
406-3174-631100	CIP Streets/Professional S...	9,741.04
406-3174-635100	CIP Streets/Services Contr...	15,250.08
406-3174-702100	CIP Streets/Improvements...	373,191.58
407-3172-631100	CIP Parks/Professional Ser...	102,856.92
407-3172-633100	CIP Parks/Advertising	1,000.00

Account Summary

Account Number	Account Name	Payment Amount
407-3172-701100	CIP Parks/Building	48,176.97
407-3172-702100	CIP Parks/Improvements ...	17,717.50
409-1213-635100	IT Capital/Srvc Contracted,...	195.00
601-6110-633120	Water Admin/Comm (ph...	2,927.56
601-6210-621140	Water Ops/Supplies for R...	7,030.69
601-6210-632100	Water Ops/Dues & Subscr...	105.00
601-6210-633120	Water Ops/Communicati...	328.40
601-6210-634100	Water Ops/Utility Services	22,328.56
601-6210-635100	Water Ops/Services Contr...	11,390.87
601-6210-635110	Water Ops/Rentals	126.45
601-6210-638140	Water Ops/Miscellaneous	528.00
601-6310-621140	Water CIP/Supplies for Re...	78,378.78
602-6110-633120	Sewer Admin/Comm (pho...	1,059.69
602-6210-621140	Sewer Ops/Supplies for R...	747.19
602-6210-632100	Sewer Ops/Dues & Subscr...	78.00
602-6210-634100	Sewer Ops/Utility Services	328,193.62
602-6210-635100	Sewer Ops/Services Contr...	1,287.94
603-6210-635100	Storm Ops/Services Contr...	10,003.57
603-6210-635110	Storm Ops/Rentals	3,600.00
603-6310-702100	Storm CIP/Improvements ...	2,000.00
609-6910-613130	Liq Store1-Cub/Unemplo...	249.65
609-6910-621110	Liq Store1-Cub/Clothing/L...	98.00
609-6910-633120	Liq Store1-Cub/Comm. (p...	0.66
609-6910-634100	Liq Store1-Cub/Utility Serv...	1,413.74
609-6920-634100	Liq Store 2-65/Utility Serv...	1,390.81
609-6920-635100	Liq Store 2-65/Srvc Contra...	17.00
703-213340	Health Care Spending	2,071.74
704-7130-631100	Self Ins/Professional Servi...	5,577.42
704-7130-635100	Self Ins/Srvcs Contracted,...	6,640.90
851-232400	Sr-Advisory//Due to other...	177.05
	Grand Total:	1,550,855.76

Project Account Summary

Project Account Key	Payment Amount
None	755,960.26
211003	3,130.23
317205	45.19
317401	35.00
40515442	132,544.32
40516505	1,939.30
4061121	15,610.58

Project Account Summary

Project Account Key	Payment Amount
4061501	184,361.81
4061601	198,210.31
40715389	169,751.39
4091561	195.00
419202	1,524.69
60116412	77,404.00
60116494	974.78
60116503	528.00
60314380	2,000.00
7041601	6,640.90
Grand Total:	1,550,855.76



AGENDA ITEM
CITY COUNCIL MEETING OF OCTOBER 24, 2016
ESTIMATE

Blackstone Contractors, LLC
775 Corcoran Trail East
Corcoran, MN 55340

Oak Glen Creek Project No. 380
Estimate No. 9 \$ 2,000.00



AGENDA ITEM CITY COUNCIL MEETING OF OCTOBER 24, 2016

Date: October 19, 2016

To: Walter T. Wysopal, City Manager

From: Scott Hickok, Community Development Director
Julie Jones, Planning Manager
Kay Qualley, Environmental Planner

Subject: Public Hearing to Consider Revision of Chapter 113, Solid Waste Disposal and Recycling Collection

Background and Analysis

Fridley City Code Chapter 113, *Solid Waste Disposal and Recycling Collection*, contains outdated language and some definitions which are inconsistent with State Statutes. The recommended text amendments will rectify that, address some code enforcement issues and facilitate more accurate tonnage reporting of source-separated materials diverted from Mixed Municipal Solid Waste as required by Anoka County.

The legislature sets recycling goals, which Anoka County translates into annual goals for their cities to accomplish through programming and reporting of tonnage diverted. By 2030, the State requirement for Anoka County is for the collection of 75% of recyclable items pre-sorted out of Mixed Municipal Solid Waste. Minnesota Statute 115A.551 describes recycling as broadly meaning yard waste and source-separated compostable materials (more commonly known as organics), composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use. The State average right now is around 46% of recoverable items diverted from Mixed Municipal Solid Waste.

In order to achieve this 2030 State goal for source-separated materials, Fridley plans to increase diversion rates to 60% of the tonnage coming from recycling programs (the glass, plastics, metal and paper streams) and to obtain the remaining 15% from the collection of organics as pre-sorted out of Mixed Municipal Solid Waste. Organics are a compostable commodity (e.g. banana peels and paper plates) which can be used in the manufacture of compost, much like the items collected in the City recycling program, which are re-used in a manufacturing process.

State Statute 115A.411 (5) states that, “Encouraging the source separation of materials to the extent practicable, so that the materials are most appropriately managed and to ensure that resources that can be reused or recycled are not disposed of or destroyed” is part of overall solid waste management. Each city’s plans for the recovery of source-separated materials must be verified by reporting to Anoka County twice annually, which now includes reporting categories for yard waste tonnage as well as source-separated compostable materials (organics) tonnage pre-sorted out of the Mixed Municipal Solid Waste stream.

Recommended text amendments to Chapter 113 include improvements for:

- Addressing code enforcement issues such as burning of garbage and recyclables or not allowing outdoor storage of bags of leaves in view of the public right of way
- Liability insurance requirements need to be updated for licensees
- Improving the reporting of tonnage diverted from Mixed Municipal Solid Waste by the various licensees to more closely match Anoka County’s required format
- Licensing categories need to expand based on changes in the industry and State waste goals. Currently, the City license structure is not set-up to permit yard waste removal services and reporting. Establishing a license category for the collection of yard waste will rectify that omission.
- Establishment of a limited Organics collection license toward the development of a future pilot project and to obtain records of the diversion of compostables (organics) tonnage diverted from Mixed Municipal Solid Waste.

Budget/Impact

Staff oversight of new licensing categories will be supervisory in nature and conducted within their existing responsibilities.

Recommendation

Staff recommends that Council moves to accept and approve the revisions to Chapter 113, as these amendments will aid City code enforcement efforts, reduce phone calls and questions about this Chapter. These changes will also help the City provide more accurate tonnage reporting to Anoka County and demonstrate City commitment to 2030 source-separated diversion goals.

2016 Minnesota Statutes

115A.551 RECYCLING.

Subdivision 1. **Definitions.**

(a) For the purposes of this section, "recycling" means, in addition to the meaning given in section [115A.03, subdivision 25b](#), yard waste and source-separated compostable materials composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

(b) For the purposes of this section, "total solid waste generation" means the total by weight of:

- (1) materials separated for recycling;
- (2) materials separated for yard waste and source-separated compostable materials composting;
- (3) mixed municipal solid waste plus motor and vehicle fluids and filters, tires, lead acid batteries, and major appliances; and
- (4) residential waste materials that would be mixed municipal solid waste but for the fact that they are not collected as such.

Subd. 2.

[Repealed, [2014 c 312 art 13 s 48](#)]

Subd. 2a. **County recycling goals.**

(a) By December 31, 2030, each county will have as a goal to recycle the following amounts:

- (1) for a county outside of the metropolitan area, 35 percent by weight of total solid waste generation; and
- (2) for a metropolitan county, 75 percent by weight of total solid waste generation.

(b) Each county will develop and implement or require political subdivisions within the county to develop and implement programs, practices, or methods designed to meet its recycling goal. Nothing in this section or in any other law may be construed to prohibit a county from establishing a higher recycling goal.

(c) Any quantified recyclable materials that meet the definition in subdivision 1, paragraph (a), or section [115A.03, subdivision 25a](#), are eligible to be counted toward a county's recycling goal under this subdivision.

Subd. 3. Interim goals; nonmetropolitan counties.

The commissioner shall establish interim recycling goals for the nonmetropolitan counties to assist them in meeting the goals established in subdivision 2a.

Subd. 4. Interim monitoring.

The commissioner shall monitor the progress of each county toward meeting the recycling goals in subdivision 2a. The commissioner shall report to the senate and house of representatives committees having jurisdiction over environment and natural resources as part of the report required under section [115A.411](#). If the commissioner finds that a county is not progressing toward the goals in subdivision 2a, the commissioner shall negotiate with the county to develop and implement solid waste management techniques designed to assist the county in meeting the goals, such as organized collection, curbside collection of source-separated materials, and volume-based pricing.

Subd. 5. Failure to meet goal.

(a) A county failing to meet the interim goals in subdivision 3 shall, as a minimum:

(1) notify county residents of the failure to achieve the goal and why the goal was not achieved; and

(2) provide county residents with information on recycling programs offered by the county.

(b) If, based on the recycling monitoring described in subdivision 4, the commissioner finds that a county will be unable to meet the recycling goals established in subdivision 2a, the commissioner shall, after consideration of the reasons for the county's inability to meet the goals, recommend legislation for consideration by the senate and house of representatives committees having jurisdiction over environment and natural resources and environment and natural resources finance to establish mandatory recycling standards and to authorize the commissioner to mandate appropriate solid waste management techniques designed to meet the standards in those counties that are unable to meet the goals.

Subd. 6. County solid waste plans.

Each county shall include in its solid waste management plan described in section [115A.46](#), or its solid waste master plan described in section [473.803](#), a recycling implementation strategy for meeting the recycling goal established in subdivision 2a along with mechanisms for providing financial incentives to solid waste generators to reduce the amount of waste generated and to separate recyclable materials from the waste stream.

Subd. 7. Recycling implementation strategy.

Each county shall submit to the commissioner for approval the recycling implementation strategy required in subdivision 6. The recycling implementation strategy must be submitted by October 31, 1995, and must:

- (1) be consistent with the approved county solid waste management plan;
- (2) identify the materials that are being and will be recycled in the county to meet the goals under this section and the parties responsible and methods for recycling the material;
- (3) provide a budget to ensure adequate funding for needed county and local programs and demonstrate an ongoing commitment to spending the money on recycling programs; and
- (4) include a schedule for implementing recycling activities needed to meet the goals in subdivision 2a.

ORDINANCE NO. ____

AN ORDINANCE AMENDING FRIDLEY CITY CODE CHAPTER 113. SOLID WASTE DISPOSAL AND RECYCLING COLLECTION

The Fridley City Council hereby finds after review, examination and recommendation of staff and public hearing that Chapter 113 of the Fridley City Code pertaining to solid waste disposal and recycling be hereby amended as follows:

**FRIDLEY CITY CODE
CHAPTER 113. SOLID WASTE DISPOSAL, ORGANICS AND RECYCLING
COLLECTION**

113.01. DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Chapter and the following words and terms wherever they occur in this Chapter are defined as follows:

1. Approved

Accepted by the City following its determination as to compliance with established public health practices and standards.

2. Commercial Establishment

Any premises where a commercial or industrial enterprise of any kind is carried on and shall include, but is not limited to, clubs, churches and establishments of nonprofit organizations where food is prepared or served or goods are sold.

3. Compost

A mixture of decaying organic matter in a contained area.

4. Composting

Any above ground microbial process that converts yard waste and other allowable materials into an organic soil additive or mulch by decomposition of material through an aerobic process providing adequate oxygen and moisture.

5. Dwelling Unit

A single unit providing complete independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A separate residential dwelling place with a kitchen.

6. Front Yard Setback

The minimum distance between the front line of a lot and a structure located on that lot.

7. Licensed Solid Waste Hauler

Any person or entity engaged in the collection and transportation of solid waste in the City of Fridley and holding a valid solid waste hauling license from the City.

8. Mixed Municipal Solid Waste

Garbage, refuse, and other solid waste, except construction and demolition waste, from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, as defined in Minnesota State Statutes Chapter 115A.

9. Multiple Dwelling Unit

A residential structure with five or more dwelling units.

10. Person.

Any person, firm, partnership, association, corporation, company or organization of any kind.

11. Public Nuisance

A condition which unreasonably annoys, injures or endangers the safety, health, comfort, or repose of a considerable number of members of the public.

12. Recyclable Materials.

Materials that are separated from mixed municipal solid waste for the purpose of reprocessing, including, but not limited to, metal, paper, glass, plastics, and textiles. This does not include material used to create refuse-derived fuel or material that is destroyed by incineration. Referred to as “recyclables”.

13. Recycling

The process of collecting and preparing marketable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of materials in a manner that precludes further use.

14. Recycling Collector.

Any person or entity engaged in collecting, transporting, and processing of recycled materials from residential or commercial sites in the City and holding a valid recycling collection license issued from the City.

15. Residential Properties.

Attached and detached single-, double-, triple- and quadruple-dwelling units and ~~mobile~~ manufactured homes.

16. Solid Waste.

Garbage, refuse, construction and demolition debris and other discarded matter in solid form, but not including hazardous waste.

17. Source-Separated Compostable Materials.

Food wastes, plant materials, and paper that is not otherwise recyclable as defined in Minnesota State Statutes Chapter 115A that are:

- a. Separated at the source by the waste generator for the purpose of transporting them to a commercial compost manufacturing facility;
- b. Collected separately from mixed municipal solid waste and are governed by the licensing provisions of section 115.93;
- c. Delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the Pollution Control Agency's class I or class II, or equivalent, compost manufacturing standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
- d. May be transferred to a licensed compost manufacturing facility, unless the Commissioner of the Pollution Control Agency determines that no other person is willing to accept the materials.

Also referred to as "organics".

178. Yard Waste.

Garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings. ~~Grass clippings, leaves, herbaceous garden wastes, and tree waste.~~

113.02 SOLID WASTE DISPOSAL

It is unlawful for any person to throw or deposit solid waste, yard waste, tree waste or recyclables on any property within the City, except that the owner may maintain receptacles for

collection of such items, provided such receptacles meet the requirements of Sections 113.04, 113.05, and 113.06. The owner of any private property, whether occupied or vacant, shall at all times maintain the premises free of litter. No person shall dispose of solid waste upon any lands in the City of Fridley, except that composting may be conducted if in full accordance with the terms of Section 113.09. No person shall burn mixed municipal solid waste, yard waste, organics or recyclables within the City.

113.03 FREQUENCY OF COLLECTION

Mixed municipal solid waste and organics must be collected a minimum of once a week, or more frequently if necessary, by a licensed solid waste hauler from all property within the City.

113.04 CONTAINMENT OF SOLID WASTE

The owner of any dwelling unit or commercial establishment must provide and maintain on premises sufficient containers for the storage of all solid waste accumulated on the premises between collections. Each such container shall be durable, watertight, impervious to insects and rodents, and shall have a close-fitting, fly-tight lid. ~~Residential solid waste containers shall not exceed 32 gallons in size unless approved by the City of Fridley.~~

113.05 CONTAINMENT OF YARD WASTE

Yard waste may be stored in containers provided by a licensed yard waste hauler, compostable bags, contained in a trailer, or bundles ~~until the next available collection by licensed private contractors.~~ for no more than one week.

113.06 CONTAINMENT OF ORGANICS

Organics shall only be stored by residents in special organics bags designed to breakdown during composting. They shall be stored for collection in containers provided by the licensed organics hauler for no more than one week in a container with a close-fitting, fly-tight lid equipped with odor-limiting features.

113.067 CONTAINER SCREENING/PLACEMENT

1. Commercial Establishments and Multiple Dwelling Units

Any bulk ~~or box type~~ container or dumpster used for the storage of mixed municipal solid waste, recyclables, or ~~compostables~~ organics must be screened from view of the public right-of-way, public park or residential area. Any bulk container or dumpster located inside a building for collection of mixed municipal solid waste must be metal for fire safety. Laundry rooms must have metal cans with metal lids for collection of mixed municipal solid waste. Recycling containers less than one (1) cubic yard in capacity do not need to be screened from view of the public right-of-way, provided there are less than six containers at a given

location, but must be placed on a paved surface. Baled recyclables must be stored out of view from the public right-of-way other than a 24-hour time period before a scheduled collection.

Screening shall consist of a solid fence or wall not less than six (6) feet high in the side and rear yards and shall not extend to within fifteen (15) feet of any “street right-of-way” line. Mixed municipal solid waste, organics and recyclables container enclosures must be constructed in a manner that does not prevent residents or haulers from accessibility to other containers placed therein. Plantings may be used in addition to, or in lieu of, fencing. If plantings are used to meet screening requirements, the type, size and location of such plantings must be approved by the City Community Development Director or designee.

The screening requirements shall be satisfied by the use of a screening fence or planting screen according to the following standards:

- A. Plantings shall not be placed so as to obstruct lines of sight at street corners and driveways.
- B. A screening fence shall be attractive, in a state of good repair, and compatible with the principal building and the surrounding land use.
- C. A planting screen shall consist of a closely grown hedge, shrubs, a row of trees, evergreens or other vegetation approved by the City Community Development Director or designee and shall be kept weeded, watered and maintained in good health.
- D. 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.
- E. If a four-sided enclosure is necessary to screen a solid waste container from the public right-of-way, doors, allowing for removal of the container, must be constructed of durable material in a location that allows for safe material pickup, and shall be maintained in workable condition in an attractive, well-kept condition. The doors must be constructed so that residents or commercial establishments may easily access solid waste, recycling, yard waste and organics dumpsters and containers within.

2. Residential Properties

Wheeled ~~C~~containers used for the storage of mixed municipal solid waste, recyclables, yard waste and compostables organics may be placed at the curb, but not in the public drive area of the right-of-way, for collection from 5:00 pm the day prior to collection until 9:00 pm the day of collection. Containers must not be stored between weekly collections in the front yard setback.

113.078 CONSTRUCTION WASTE BINS

An uncovered bulk waste container or dumpster box type waste storage bin ~~may~~ shall not be located on any premises for the purpose of collecting construction waste from the premises on which such container is placed for more than three (3) consecutive months. Construction dumpsters or bulk waste bins shall not be placed on the street, but must be located on the driveway or yard of the property generating the construction waste.

113.089 YARD WASTE ~~COLLECTION~~ SORTING AND DISPOSAL

A person may not place yard waste in mixed municipal solid waste, in a disposal facility, or in a resource recovery facility except for the purpose of reuse or composting, in accordance with Minnesota Statutes Chapter 115A.931. Yard waste is not collected by the City and must be disposed of through collection by a licensed yard waste hauler or disposed of through backyard composting or by the property owner self-hauling it to a commercial composting facility.

113.0910 COMPOSTING

Composting is permitted on residential or ~~publicly owned~~ City-approved properties in designated areas, provided the following conditions are met:

1. Only the following materials may be placed in a compost area: grass clippings, leaves, herbaceous garden wastes, raw fruit and vegetable food scraps, chipped tree waste, sawdust, evergreen cones and needles, or additional materials approved by the City ~~and the collector~~. Under no circumstances may any of the following items be placed in a residential or public compost area: meat, bones, grease, eggs, dairy products, or human or pet feces.
2. A compost area must be fully confined within a fenced area or enclosed structure.
3. A compost area must be located and designed so that seepage from the compost will not funnel off into public or private streets, storm sewers, drainage ditches, water retention basins, wetlands, streams, lakes, or ponds. No compost area may be placed within twenty-five (25) feet of any body of water or area designated as flood plain, shore land or state protected wetlands.
4. A compost area may not be located in any front yard and must be at least five (5) feet from any side or rear lot line and be no closer than 20 feet from any dwelling unit located on adjacent property.
5. A residential compost area may not exceed 5 cubic yards in volume and may not exceed five (5) feet in height.
6. The compost must be managed according to standard compost practices, providing air circulation within the compost structure to prevent combustion and aeration often enough to prevent the generation of odors and the generation of a public nuisance.

7. Yard Waste for the purposes of composting may not be stored in the yard in plastic or other types of bags.

113.101 SOLID WASTE ABATEMENT PROGRAM AND FEE

In order to meet the requirements of State Waste Abatement Laws, the City of Fridley has established a Solid Waste Abatement Program (SWAP). This program includes residential curbside recycling collection services and other programs approved by the City that provide means for Fridley residents to reduce their amount of waste. In order to fund these waste abatement programs, the City of Fridley charges a solid waste abatement fee on the utility bills of each single through 12-unit dwelling unit provided recycling service by the City. The amount of the fee is set by resolution by the City Council. Solid Waste Abatement Fee revenues shall be placed in the Solid Waste Abatement Fund and shall only be expended on solid waste abatement program activities.

113.142 RECYCLING COLLECTION

1. Residential Properties and Multiple Dwelling Units.

A. Residential Properties

The City of Fridley will provide for the collection of recyclables from all residential properties, single unit through 12-unit multiple dwellings as required in Chapter 115A of Minnesota State Statutes.

B. Multiple Dwelling Units

Owners of multiple dwelling structures of 13 or more units shall provide at least monthly collection of four (4) broad categories of recyclables by a city-licensed recycling collector. Recycling categories include, but are not limited to, paper, glass, plastic and metal. ~~Owners of multiple dwelling structures must also ensure and annually provide evidence to the City that their tenants are informed at time of occupancy and, in addition, at least once per year as to the availability of recycling collection on site.~~ Containers designated for the collection of recyclables at a multiple dwelling unit must be clearly labeled as to what materials may be placed in it and the containers must be placed in a location that is as convenient to use as the Mixed Municipal Solid Waste collection dumpster or containers on site. Recycling containers must also be kept accessible year-round, including the removal of snow within 24 hours after a snowfall of more than 3 inches. Owners must also keep recycling carts or dumpsters clean and free from contamination, such as Mixed Municipal Solid Waste or Organics.

2. Commercial Establishments

Pursuant to Minn. Stat. Section 115A.151, owners of commercial establishments shall ensure that at least three (3) recyclable materials such as, but not limited to, paper, glass, plastic, and metal are collected from its facilities and that those collected materials are transferred to a city-licensed recycler. Recyclables in carts, containers and dumpsters must be placed in close proximity to Mixed Municipal Solid Waste carts, containers and dumpsters to make recycling

equally accessible to persons who are disposing materials. If dumpsters are used to collect recyclables, they must be located in proximity to dumpsters for Mixed Municipal Solid Waste and both clearly labeled to make recycling equally accessible to persons who are disposing of materials.

113.13 ORGANICS COLLECTION

The City of Fridley will provide for the collection of organics from all residential properties 1-4 who voluntarily opt to participate in the fee-based collection program. Organics containers must be kept on a hard surface so that they may remain accessible to residents and the haulers year-round, including the removal of snow within 24 hours after a snowfall of more than 3 inches and observe set-back rules as for solid waste and recycling containers.

Residents from residential properties who do not opt-in to the organics program, along with residents in multiple dwelling units may take their organics to State authorized drop sites, including those located and available in Anoka County.

113.124 SCAVENGING

It shall be unlawful for unauthorized persons to collect, remove or dispose of recyclable materials after said materials have been placed or deposited for collection without a license from the City and an account relationship with the owner or occupant of the premises. Responsibility for and ownership of recyclable materials remains with the person who placed the materials out for collection until collected by a licensed recycling collector, at which time, the ownership and responsibility passes to the recycling collector.

113.135 RECYCLING, YARD WASTE AND ORGANICS COLLECTORS' AND SOLID WASTE HAULERS' REGULATIONS

1. License Requirement.

No person shall engage in collecting or conveying solid waste, organics or recyclable material from any premises, other than their own ~~dwelling unit property~~, in the City unless that person holds a valid license hereunder. Each such vehicle so used must be licensed.

2. License Classifications.

Applicants for licenses issued hereunder shall be issued to collectors for the following classes of operations:

- Class I - Residential Solid Waste Collection ~~Vehicle~~
- Class II - Commercial Solid Waste Collection ~~Vehicle~~
- Class III - Recycling Collection ~~Vehicle~~
- Class IV – Construction and Demolition Waste Collection ~~Transport Vehicle~~
- Class V – Yard Waste Collection
- Class VI – Organics Collection

3. Class I through Class V License Procedure.

- A. The provisions of Chapter 11, License and Permit, of the City Code, including the license fee shall apply to all licenses required by this Chapter and to the holders of such license. The term of each license hereunder shall be for not more than one year and shall expire on April 30 each year. The application for license or renewal of license shall contain a description of the types and makes of the motor vehicles used for collection, a description of what types of collection services will be provided, approximate number of customers served, schedule of charges which will be made for hauling, a schedule of residential solid waste collection routes, location of where the material collected will be disposed of, detailed description of any containers the hauler plans to provide their customers and any other information the City of Fridley shall require.
- B. Applicants for all license classifications shall file with each application a certificate of insurance for general liability coverage for the licensee of at minimum ~~\$500,000~~ \$1,000,000 per occurrence and automobile liability coverage for each vehicle to be used in the amount of ~~\$500,000~~ \$1,000,000 or more per accident. Every licensee shall also carry Workers' Compensation Insurance for all of its employees. Each policy shall provide that it shall not be cancelled or terminated for any reason without at least ten (10) days written notice thereof first being given to the City.
- C. Applications for license hereunder shall be submitted to the City for review and recommendation. If the City Council is satisfied that the health, safety and welfare of the public will be served, it may grant a license to any such application meeting the requirements of this Chapter.

D. Class VI Organics Collection License Procedures.

1. Residential Properties. Only a hauler who has a current contract with the City for organics collection from residential properties is eligible for an Organics Collection license for residential properties. The initial license term for a residential property organics collection license shall follow the initial term set forth in the organics collector's current contract for service with the City. Thereafter, the term of each organics collection license shall not be for more than one year and shall expire on April 30 of each year. The application for license or renewal of license shall contain the information set forth in Section 113.13.
 2. Commercial Establishments and Multiple Dwelling Units. Application and issuance of licenses for Class VI Organics Collection from commercial establishments and multiple dwelling units shall be governed by Section 113.15.3.A through 113.15.3.C of this Chapter.
4. Hours of Collection.

No person engaged in collecting and hauling solid waste, yard waste, organics or recyclable materials from residential areas within the City of Fridley shall do so before 6:30 A.M. or

after 8:30 P.M. Monday through Saturday. Furthermore, collecting and hauling from commercial, business, industrial, or other such establishments shall not create a nuisance for, adjacent residential areas.

5. Vehicles.

- A. ~~Each vehicle for which a license is applied for or which is licensed may be subject to a visual inspection by the City at the annual renewal date and at all reasonable times.~~ Any ~~such~~ vehicle, while it is used by the licensee in the City of Fridley, shall have the name of the licensee clearly printed on both sides. Said lettering shall be at least three (3) inches in height and the color of the lettering and of the background shall be contrasting.
- B. Each vehicle used to haul ~~m~~Mixed mMunicipal Ssolid W~~waste~~ in the City of Fridley shall be licensed by the regional waste authority and such license shall be maintained for the entire term of the City license. Each licensed vehicle shall have attached a decal issued by the base County, showing the current regional registration. Each vehicle used to haul recyclables, yard waste, organics or construction/ demolition waste in the City of Fridley must display the decal issued by the City of Fridley. Expired or otherwise invalid decals shall be removed from the vehicle.
- C. Each vehicle licensed for hauling Mixed Municipal Ssolid W~~waste~~, yard waste, organics or recycling must have a tight cover that is operated and maintained as to prevent offensive odors or spillage. The loading space of every ~~solid waste~~ vehicle licensed hereunder shall be leak proof. Every vehicle shall be equipped with the necessary hand tools for cleaning up spills.
- D. Every vehicle licensed hereunder shall be kept well painted, clean and in good repair. Every such ~~solid waste~~ vehicle used for collecting Mixed Municipal Ssolid W~~waste~~, organics, yard waste or recyclables shall be cleaned every week, or more often if necessary, to prevent persistent odors.
- E. Recyclables, organics, yard waste and Mixed Municipal Ssolid w~~Waste~~ shall be loaded so that ~~none of such~~ materials can jar loose and fall to the ground or street when the vehicle is in motion. Loose paper, trash, and similar materials shall be so secured that they cannot be displaced by the wind or fall out of the vehicle.
- F. All licensed vehicles shall be equipped with a back-up warning device that complies with all applicable OSHA, Minnesota Statutes, or Minnesota Department of Transportation regulations.
- G. No person shall at any time park or store any recycling, organics, yard waste or Mixed Municipal Ssolid w~~Waste~~ collection vehicle on any premises zoned for use as a single or multiple residence dwelling, within one hundred (100) feet of any aforementioned premises, or within two hundred (200) feet of any food establishment, for purpose other than, or for periods inconsistent with, providing recycling, organics, yard waste or solid waste collection at said premises. No person shall at any time park or store any loaded or

partially loaded recycling, organics, yard waste or Mixed Municipal Ssolid Wwaste collection vehicle on any premises within the City, except for the purpose of and for periods consistent with, providing recycling, organics, yard waste or Mixed Municipal Ssolid Wwaste collection at that parcel of property.

6. Container Placement

Containers used for the storage and collection of Mixed Municipal Ssolid waste, recyclables, organics or yard wastes must be returned to the private driveway of the customer upon collection of the container contents.

7. Volume Based Fees.

As required by Minnesota Statutes Chapter 115A.93, Subd.3, the City requires all licensed Mixed Municipal Ssolid Wwaste collectors and haulers to establish a volume-based or weight-based fee system for all customers. This means a licensee has established a multiple unit pricing system that ensures that amounts of waste generated in excess of the base unit amount are priced higher than the base unit price. In addition, any licensee offering use of Mixed Municipal Ssolid Wwaste storage carts to their customers must also give customers a choice of a cart size less than 60 gallons in size upon request.

8. Disclosure of Waste Destination.

As required in Minnesota State Statutes 115A.9302, any person licensed to transport Mixed Municipal Ssolid Wwaste, organics, yard waste or recyclables in the City of Fridley must disclose the final destination(s) of ~~what waste is collected~~, by category to their customers on an annual basis.

9. Recycling Requirements Enforcement

~~A recycling collector contracting to collect recyclables from any multi-dwelling unit account in the City of Fridley must collect a minimum of four (4) broad categories of recyclables, according to Section 113.10 of this code. The collection of newspaper, mixed paper, and corrugated cardboard is all one paper category. Collected recyclable materials shall be recycled and may not be disposed of in any solid waste facility without authorization from the appropriate State agency and the City. If recyclables placed out for collection are significantly contaminated with non-recyclable materials, the recycling collector shall notify the property owner and the City of the contamination problem and refuse to collect the recyclables until the unacceptable material is removed. A violation of this section of code is a misdemeanor. The owner of a building or premises in or upon which a violation of any provisions of this Chapter has been committed, or shall exist; or the lessee of the entire building or entire premises in or upon which a violation has been committed or shall exist; or the owner or lessee of any part of the building, or premises in or upon which such violation has been committed or shall exist, shall be guilty of a misdemeanor, and subject to all penalties provided for such violations under the provision of Chapter 901 of this Code each~~

and every day that such violation continues. Any such person who, having been served with an order to remove any such violation, shall fail to comply with said order to remove any such violation, within ten (10) days after such service, or shall continue to violate any provisions of the regulations made under authority of Chapter 901 in the respect named in such order shall be guilty of a misdemeanor and subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code. Each day that such violation continues shall be a separate violation.

10. Reports.

All applicants for licenses hereunder who provide recycling, yard waste and organics collection services to ~~single to~~thorough multiple dwelling units in the City shall submit semi-annual reports to the City detailing the weight of ~~recyclables~~ by material type ~~collected~~. A report for January through June ~~recycling~~ collections shall be submitted by the following July 15. A report for ~~recycling~~ collections from July through December shall be submitted by the following January 15. Reports shall be submitted to the City Community Development Director or designee in the format specified by each license.

11. Revocation of License

Any license issued hereunder may be revoked or suspended by the City Council for any of the following causes following a hearing before the City Council upon due notice to the licensee, stating the time and place of such hearing, together with a statement of the violation alleged to be the cause for the revocation or suspension of the license.

- A. Fraud, misrepresentation, or incorrect statement contained in the application for license, or made in carrying on the licensed activity.
- B. Conviction of any crime or misdemeanor pertaining to license held.
- C. Conducting such licensed activity in such manner as to constitute a breach of the peace, or a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the City, upon recommendation of the appropriate City official.
- D. Expiration or cancellation of any required bond or insurance, or failure to notify the City within a reasonable time of changes in the terms of the insurance or the carriers.
- E. Actions unauthorized or beyond the scope of the license granted.
- F. Violation of any regulation or provision of this code applicable to the activity for which the license has been granted, or any regulation or law of the State so applicable.
- G. Failure to continuously comply with all conditions contained in this Code.

113.1416 FEES

The license fee and expiration date shall be provided in Chapter 11 of Fridley City Code.

113.157 PENALTIES

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS
____ DAY OF _____ 2016.**

Scott J. Lund, Mayor

ATTEST:

Debra A. Skogen, City Clerk

Public Hearing:
First Reading:
Second Reading
Publication:



AGENDA ITEM CITY COUNCIL MEETING OF OCTOBER 24, 2016

Date: October 19, 2016

To: Walter T. Wysopal, City Manager

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

Subject: Public Hearing – to consider opting out of Subdivision 9 of Minnesota Statutes, Section 462.3593; Permitting Temporary Health Care Dwellings

BACKGROUND

The purpose of this public hearing request is to adopt an ordinance opting out of recently approved state legislation requiring cities to allow temporary family health care mobile dwelling units to be placed on property to serve as temporary family health care dwellings. The law was put into place to provide temporary transitional housing for those with mental or physical disabilities. The legislation includes a provision for cities and counties to opt out, and the attached draft ordinance is based on the model ordinance drafted by the League of Minnesota Cities.

Because this law is a zoning type matter, the City's Attorney advised staff to follow the normal zoning procedures for approval, which includes holding a public hearing at the Planning Commission, followed by a subsequent public hearing at the City Council, followed by a first and second reading of the ordinance.

ANALYSIS

Unless a city opts out of the new law, temporary family health care dwellings become a mandatory permitted use provided they follow the criteria established within the state law. The new law sets forth a short term care alternative for a "mentally or physically impaired person", by allowing them to stay in a temporary dwelling on a relative's or caregiver's property. The law has specific definition of temporary family health care dwellings, caretaker, and mentally or physically impaired person. It also provides specific rules and regulations that allow these dwellings as permitted temporary uses on residential properties. Some of those regulations include:

- The structure must be primarily pre-assembled;
- Cannot exceed 300 gross sq. ft.;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;
- Must provide access to water and electrical utilities (by connected to principal dwelling or by other comparable means);
- Must have compatible standard residential construction exterior materials;
- Must have a minimum insulation of R-15;
- Must provide an executed contract for septic system management;
- Unit must be located on property where the caregiver or relative resides;
- Unit must comply with all structure setback requirements;
- Limited to one occupant who is mentally or physically impaired;

- Written Certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more instrumental activities of daily life
- Permit valid for six months with ability to apply for a onetime 6-month extension

STAFF CONCERNS

The new law may be well-intended, but from a staff perspective there are many concerns that are not adequately addressed through the new law. Allowing two dwelling units (even if temporary) on a parcel that is zoned for one dwelling and the requirement that the temporary structure comply with setback requirements are two of the concerns. The structures aren't allowed to be placed in the driveway and our code requires a 25 ft. front yard setback, a 10 ft. side yard setback for living space and a 5 ft. setback for an accessory structure; so for most lots in the Fridley, the rear yard would likely be the only place the structure could be placed. This becomes a concern for our Police and Fire departments, because they want to make sure there is adequate room to access the structure in case of an emergency.

Safety of the occupant also becomes a concern because the structures aren't required to meet state building, plumbing, and electrical requirements. Structures such as RV's aren't allowed to be lived in within the City because they don't comply with the above listed requirements. Two additional concerns are the \$100 fee the state is requiring, which will not cover the City's costs associated for approving this permit and HIPPA data privacy laws related to the information the law requires the City to obtain from the impaired persons' physician.

Many other cities within the metro are opting out of this new law (see attached table). Some cities are opting out to obtain additional time to further study this issue to see if there is a need for these types of units within their cities. While some other cities already have ordinances that allow Accessory Dwelling Units (mother-in-law apartments) on residential properties, either within the existing home or attached or detached from the principal structure. These ordinances then specify the standards and requirements for the units and address the concerns that staff listed above. Staff would be interested in exploring adoption of an ordinance to allow Accessory Dwelling Units, if the Council wants us to.

Attached for your review, is a summary of the law and its impacts to cities from the League of Minnesota Cities and an article recently published in the Star Tribune.

PLANNING COMMISSION RECOMMENDATION

At the September 21, 2016 Planning Commission meeting, a public hearing was held to consider opting out of the new State legislation requiring cities to allow temporary family health care dwellings. No one from the public addressed the Planning Commission. After a brief discussion, the Planning Commission made a motion to approve the ordinance to opt-out of Minnesota State Statute 462.3593.

The motion was approved unanimously.

STAFF RECOMMENDATION

City staff recommends concurrence with the Planning Commission and that the Council hold a public hearing to opt-out of new State legislation requiring cities to allow temporary family health care dwellings.

Survey of Surrounding Cities

CITY	OPT-OUT?	COMMENTS
Burnsville	Yes	
Columbia Heights	Yes	Council in support
Coon Rapids	Yes	
Crystal	Yes	Council wants to evaluate other options
Eagan	Yes	Already have an ordinance that allow Accessory Dwelling Units
Hopkins	Yes	Council wants to have proper time to research and determine how do address this issue
Inver Grove Heights	Yes	Already have an ordinance that allow Accessory Dwelling Units
Lakeville	Yes	
Maple Grove	Yes	
New Brighton	Ordinance in process to opt-out	Council wants to evaluate other options
Spring Lake Park	Yes	



Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Gov. Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. When analyzing whether or not to opt out, cities may want to consider that:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that individual's power of attorney sign the permit application or a consent to release his or her data.
- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect Sept. 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances.

Do cities lose the option to opt out after the Sept. 1, 2016 effective date?

No, the law does not set a deadline for opting out, so cities can opt out after Sept. 1, 2016. However, if the city has not opted out by Sept. 1, 2016, then the city must not only have determined a permit fee amount⁴ before that date (if the city wants to have an amount different than the law's default amount), but also must be ready on that date to accept applications and process the permits in accordance with the short timeline required by the law. Cities should consult their city attorney to analyze how to handle applications submitted after Sept. 1, 2016, but still pending at the time of a later opt out.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷

statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;
- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter [1360](#) (prefabricated buildings) or [1361](#) (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings.

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city's other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame within which the local governmental unit can make a decision on the permit. Due to the time sensitive nature of issuing a temporary dwelling permit, the city does not have to hold a public hearing on the application and has only 15 days (rather than 60 days) to either issue or deny a permit. For those councils that regularly meet only once a month, the law provides for a 30-day decision. The law specifically prohibits cities from extending the time for making a decision on the permit application. The new law allows the clock to restart if a city deems an application incomplete, but the city must provide the applicant written notice within five business days of receipt of the application identifying the missing information.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state "that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living", without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Temporary Family HealthCare Dwellings

June 27, 2016

Page 7

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

LOCAL

Suburbs opt to go their own way on state's 'drop home' law

Facing a new state requirement to allow tiny trailers on residential lots, many cities are saying no.

By Erin Adler (<http://www.startribune.com/erin-adler/195633361/>) and Emma Nelson (<http://www.startribune.com/emma-nelson/261800211/>) Star Tribune staff writers

JULY 5, 2016 — 8:41AM

Metro suburbs are bypassing a new state law that would require them to allow tiny, portable houses on residential properties, saying the state mandate doesn't work for them.

The statute is intended to provide access to temporary "drop homes" for people — mostly older adults — with health care needs that require them to be close to a caregiver.

But worries about resident complaints, conflicts with local zoning ordinances and timing concerns have spurred cities to opt out of the law. Some say they already have the resources they need to meet the needs of aging residents, while others want to pass their own laws allowing temporary structures tailored to their city.

The League of Minnesota Cities fought for an opt-out provision in the statute so local governments could still have control over their own zoning.

Bill sponsor Rep. Roz Peterson, R-Lakeville, struggled to find a place for her elderly father to live when he got sick two years ago. It's disappointing that cities are opting out, she said, but she acknowledged that the law isn't one-size-fits-all.

"It's always difficult to accept change and innovation," Peterson said. "This won't solve everybody's problem — this is one tool in the toolbox, so to speak."

Drop homes, sometimes called granny pods, are trailers under 300 square feet that are billed as an affordable and temporary alternative to sending sick, injured or elderly family members to a nursing home.

The new law was based on similar, but less restrictive, laws in North Carolina and Virginia.

In Minnesota, the law allows homeowners to have a drop home on their property for six months by paying for a \$100 permit, unless their city has a specific ordinance against the homes.

The Burnsville City Council voted unanimously on June 21 to opt out. Drop homes don't meet city codes, said Mayor Elizabeth Kautz, and the city already has temporary housing options.

Those options include spare bedrooms, apartments, assisted living facilities, short-term health care facilities, hotels and group homes, according to a meeting agenda report.

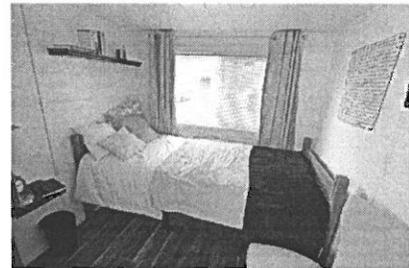
"It's not that we don't have it," Kautz said. "We want control of what happens here in Burnsville."

Some cities want to allow accessory dwelling units but are choosing to do so on their own terms.

The Crystal City Council will likely vote to opt out at its next meeting, said Council Member Jeff Kolb. The decision stems largely from the nature of residential properties in Crystal, many of which may be too small to qualify for drop homes under the statute, he said.

The City Council will try to pass an ordinance in the future that allows for accessory units that are better tailored to the city, Kolb said.

"There was a concern that it would be perceived that by opting out, we were saying we don't want this kind of thing around here, that it was kind of a cold-hearted decision," he said. "The reality is it's not that at all."



(http://stmedia.startribune.com/images/1467684122_08+678634)
ELIZABETH FLORES, STAR TRIBUNE

John Louiselle, left, and Jesse Lammi are a pair of young New Brighton entrepreneurs that have started NextDoor Housing, a company that produces tiny houses with a twist. The handicapped-accessible houses are really more like trailers and aimed at adults recovering from an illness or who are disabled. The two helped draft a bill changing zoning laws so the houses would be welcome more places, regardless of zoning laws. It passed last week.

In Lakeville, the City Council agreed to opt out last week but also sent the issue to city staff for further review.

There were multiple concerns, said Mayor Matt Little, including aesthetics, property values and the difficulty city staff would face in having to make judgments about residents' illnesses.

"Every single city in this country is going to need to figure out a way to start taking care of our seniors," Little said. "There's just a lot of issues we need to ... make fair and clear."

Meanwhile, city staff in Woodbury are recommending that city officials vote to opt out in order to have more time to figure out what local needs are, said Jason Egerstrom, Woodbury's spokesman.

Under the statute, cities have until Sept. 1 to opt out.

John Louiselle, co-owner of NextDoor Housing, a New Brighton-based drop home company that helped craft the law, said he doesn't mind if cities choose a different direction. "What's worrisome to us is when we see cities opting out and offering no alternative solution," he said.

Peterson said she would like to see cities try out the statute and see how it works. The biggest challenge, she said, is that people aren't familiar with the drop home idea.

"This is new — nobody's really done this before," she said. "Let's have a conversation with the community before we just choose to abandon the idea."

Erin Adler • 612-673-1781

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emma.nelson@startribune.com	612-673-4509	emmamarielson

**CITY OF FRIDLEY,
ANOKA COUNTY, MINNESOTA
ORDINANCE NO. ____**

**AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593**

THE CITY COUNCIL OF THE CITY OF FRIDLEY, hereby ordains as follows:

SECTION 1. Adoption. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Fridley opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION 2. Effective Date. This Ordinance shall be effective immediately upon its passage and publication.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS
____ DAY OF _____ 2016.**

Scott J. Lund, Mayor

ATTEST:

Debra A. Skogen, City Clerk

| Public Hearing:
First Reading:
Second Reading:
Published:



AGENDA ITEM CITY COUNCIL MEETING OF OCTOBER 24, 2016

Date: October 19, 2016

To: Walter T. Wysopal, City Manager

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

Subject: First Reading of an Ordinance to opt-out of Subdivision 9 of Minnesota Statutes, Section 462.3593; Permitting Temporary Health Care Dwellings

BACKGROUND

This past May, the Governor signed into law regulations that allow temporary family health care mobile dwellings to be placed on property to serve as temporary family health care dwellings. The law was put into place to provide transitional housing for those with mental or physical disabilities. The legislation includes a provision for cities and counties to opt out and the attached draft ordinance is based on the model ordinance drafted by the League of Minnesota Cities.

After further review of this new legislation and its impact to the City; the City has decided to draft an ordinance to opt-out of this new legislation.

PLANNING COMMISSION RECOMMENDATION

At the September 21, 2016 Planning Commission meeting, a public hearing was held to consider opting out of the new State legislation requiring cities to allow temporary family health care dwellings. No one from the public addressed the Planning Commission. After a brief discussion, the Planning Commission made a motion to approve the ordinance to opt-out of Minnesota State Statute 462.3593.

The motion was approved unanimously.

STAFF RECOMMENDATION

City staff recommends concurrence with the Planning Commission and that the Council hold the first reading of ordinance the ordinance to opt-out of Minnesota State Statute 462.3593. The second reading is scheduled for November 14, 2016, unless otherwise directed by Council.

**CITY OF FRIDLEY,
ANOKA COUNTY, MINNESOTA
ORDINANCE NO. ____**

**AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
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**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS
____ DAY OF _____ 2016.**

Scott J. Lund, Mayor

ATTEST:

Debra A. Skogen, City Clerk

| Public Hearing:
First Reading:
Second Reading:
Published:



AGENDA ITEM CITY COUNCIL MEETING OF OCTOBER 24, 2016

TO: Walter Wysopal, City Manager PW16-052

FROM: Jon Lennander, Assistant City Engineer
James Kosluchar, Public Works Director

DATE: October 20, 2016

SUBJECT: Approve Change Order 3 for 2015 Street Project ST2015-01

Attached is Change Order No. 3 for the 2015 Street Rehabilitation Project ST2015-01. Project ST2015-01 rehabilitates streets and reconstructs selected utilities in the Summit Manor neighborhood of Fridley. The project is being performed under a contract with Kuechle Underground, Inc., of Kimball, MN.

The amount of this change order is \$148,513.80. There is no change to the contract completion date for the project as a result of this change order. Total work included in Change Orders 3 for this project would increase the original contract by 8.1%. A detailed summary of the changes is attached.

Work adjustments directed under this change order include an additional 3,944 lineal feet of curb replacement (\$83,612.00, Items C3.01 and C3.02). Approximately half of this amount was required for additional storm sewer and utility replacement, which will be funded from the appropriate utility and the remainder is spot curb replacement, which was underestimated in the original project, and is eligible for State Aid funding. Note that we had more spot curb replacement per mile on this project than in the last eight years of our rehabilitation program.

We also had additional driveway replacement associated with utility construction (\$30,051.00, Items C3.03 and C3.04), which will be allocated to the appropriate utility fund. We directed the contractor to install eight additional water main valves on the project due to rerouting of main and poor operating valves (\$12,800.00, Item C3.05). Finally, we extended water service piping for long services behind the opposite curb, and plan to do this work as standard on future projects to protect the new roadways. This added \$22,050.00 to the water utility project cost as shown in Item C3.06.

City staff directed all changes above as necessary to fulfill our project goals and meeting our standards. All project fund sources remain within the project budget. We reviewed these increased items prior to performing special assessment calculations, and none of the items are included in special assessments.

Staff is recommending that the City Council **move to approve Change Order No. 3 for the 2015 Street Project ST2015-01 to Kuechle Underground in the amount of \$148,513.80**. If approved, the contract amount shall be increased from \$1,882,411.53 to \$2,030,925.33 .

JXL/jxl
Attachment



Public Works Department

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

10/20/2016

Kuechle Underground Inc.
 10998 State Highway 55
 P.O. Box 509
 Kimball, MN 55353

SUBJECT : Change Order No. 3 STREET REHABILITATION PROJECT NO. ST 2015-01

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

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
C3.01	Remove Concrete Curb and Gutter	LF	3,944	\$ 3.00	\$ 11,832.00
C3.02	Concrete Curb and Gutter Design B618	LF	3,944	\$ 18.20	\$ 71,780.80
C3.03	6" Concrete Driveway Pavement	SY	371	\$ 77.00	\$ 28,567.00
C3.04	Remove Concrete Driveway	SY	371	\$ 4.00	\$ 1,484.00
C3.05	6" Gate Valve	EA	8	\$ 1,600.00	\$ 12,800.00
C3.06	1" Copper Type K Service Pipe	LF	630	\$ 35.00	\$ 22,050.00
CHANGE ORDER NO. 3 TOTAL =					\$ 148,513.80

Original Contract Amount:	\$	1,844,078.73	
Prior Change Orders Approved:	\$	38,332.80	2.1% of Original Contract Amount
This Change Order:	\$	148,513.80	8.1% of Original Contract Amount
Proposed Contract Amount:	\$	2,030,925.33	

Submitted and approved by James Kosluchar, Director of Public Works, on the 22th Day of October, 2016

James P. Kosluchar, Director of Public Works

Approved and accepted this ____ th day of _____, 2016 by Kuechle Underground, Inc.

Kuechle Underground, Inc. Representative

Approved and accepted this ____ th day of _____, 2015 by the City of Fridley

Scott Lund, Mayor

Walter T. Wysopal, City Manager



AGENDA ITEM
CITY COUNCIL MEETING OF OCTOBER 24, 2016

INFORMAL STATUS REPORTS