

# Cambridge City Council Meeting Announcement and Agenda Monday, November 18, 2024 at 6:00 PM

Cambridge City Hall, 300 3<sup>rd</sup> Avenue NE

Members of the audience are encouraged to follow the agenda.

Agendas are available on the table just outside the Council Chambers door.

Tentative		Agenda Item
Time		
6:00 pm	1.	Call to Order and Pledge of Allegiance
	2.	Citizens Forum
6:02 pm	3.	Approval of Agenda
	4.	Consent Agenda
	A.	Approval of Regular City Council Meeting Minutes for November 4, 2024 (p. 3)
	В.	Approve Warrants 130477-130704 and ACH/Wire items totaling \$1,585,495.45 (p. 7)
	C.	Approve Resolution R24-093 approving an Interim Use Permit to keep fowl at 671 Elins
		Lake Rd. (p. 46)
	D.	Approve Resolution R24-095 approving an Interim Use Permit to continue allowing an
		impound lot for towed vehicles at 791 Garfield St. S. (Leaf's Towing) (p. 50)
	E.	Approve Two Public Works Maintenance Worker Position Conditional Offer Letters. (p.
		55)
	F.	Approve R24-096 Application for Payment #1 from New Look Contracting Inc. for
		Airport North Apron Improvements (p. 62)
	G.	Approve Hiring Justice Campbell for part-time clerk at Northbound Liquor pending
		background and drug test (p. 66)
	5.	Work Session
	A.	Presentation on Body Worn Camera Audit (p. 69)
	B.	Introduction of newly hired firefighters for CFD (p. 95)
	6.	Unfinished Business
	A.	Summary of City Administrator Evan Vogel's Performance Review (p. 96)
	7.	New Business
	Α.	Approve Ordinance 793 amending Chapter 119 Cannabinoid Products (p. 97)
	В.	Approve Resolution R24-094 approving an Interim Use Permit for a CNG fueling station
		for Waste Management (p. 113)
	C.	Approve quarterly maintenance contract for library HVAC (p. 119)
	D.	Request to apply for FEMA AFG Grant and hire grant writer for CFD (p. 130)
	8.	Commission Minutes and Committee Reports
	A.	Planning Commission meeting DRAFT minutes from November 6, 2024 (p. 131)

9. Mayor's Report
A. Snowflake Parade Details
10. Council Concerns
11. City Attorney's Report
12. City Administrator's Report
A. General Update
B. Thank you to Election Judges
C. Closed Session: This session of the Cambridge City Council will be closed pursuant to MN
Stat 13D.05 Subd 3 (3) to develop or consider offers or counteroffers on the purchase or
sale or real or personal property for PID: 150030300, 150030200, 150030100
13. Adjourn

Notice to the hearing impaired: Upon request to City Staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

## Unless otherwise noted, all meetings are at City Hall in Council Chambers

Upcoming Meetings and Events			
Date	Time	Meeting/Event	

# Cambridge City Council Meeting Minutes Monday, November 4, 2024

A regular meeting of the Cambridge City Council was held at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: Mayor James Godfrey; Councilmembers Lisa Iverson, Aaron Berg, Mark Ziebarth,

and Bob Shogren.

Staff Present: City Administrator Vogel, Deputy City Administrator Smith, Police Chief Machin,

Finance Director Moe, Community Development Director Westover, Public Works Director Schwab, City Engineer Anderson, and Assistant to the City

Administrator Seiberlich.

### **Call to Order**

Godfrey called the meeting to order at 6:00 pm and led the Pledge of Allegiance.

### **Approval of Agenda**

Iverson moved, seconded by Ziebarth, to approve the agenda. All voted aye, no nays, motion passed unanimously.

### **Consent Agenda**

Iverson moved, seconded by Shogren, to approve consent agenda Items A-I:

- A. Approval of Regular City Council Meeting Minutes for October 21, 2024
- B. Draft September 2024 Financial Statements
- C. Resolution R24-088 Accepting Restricted Donation for Airport
- D. Resolution R24-089 Approve Inter-Fund Transfer
- E. Approve Conditional Offers for Cambridge Fire
- F. Approve Conditional Offer for Mitchell Patrick for Temporary Police Officer position
- G. Approve posting Full-Time Clerk Position at Northbound Liquor
- H. Approve Resolution R24-090 Appointing Sheila Gagnon as an Election Judge
- I. Approve Hiring an Interim Public Works Maintenance Worker

Upon roll call, Godfrey, Shogren, Ziebarth, Berg and Iverson voted aye, no nays. Motion carried unanimously.

### **Work Session**

No work session

### **Unfinished Business**

No unfinished business

### **New Business**

### A 2025 Street Improvements-Public Improvement and Assessment Hearings

Anderson said the 2025 Street Improvements are included in the City's Capital Improvement Program which is updated annually. The 2025 project consists of improving the streets, sidewalks, trails, and

underground utilities located on: Main St. S from 24th Ave SW to TH 65; 25th Ave SW from Main St. S approximately 620 feet east; Central Ave SW from Main St. S to Fern St. S; Fern St. S east of Central Avenue SW; and 40th Ave SW from Main St. S west approximately 780 feet to the City limits.

Anderson continued, the total estimated project cost is \$6,837,300. The proposed project funding consists of various City funds and special assessments. The City portion is proposed to be funded by the General Fund, Sanitary Sewer Fund, Water Main Fund, Storm Water Utility Funds, the Pavement Fund, municipal state aid funding from MnDOT, street improvement bonds, and other funds. Assessments to properties will be due by October 15, 2025, any balance remaining unpaid will be sent to the County to be added to the property tax starting in 2026.

Anderson described the project plans, including changing Main St. from four lanes to two lanes, with a dedicated center turn lane. It also includes a 10-foot bike trail through to 24<sup>th</sup> Ave where it will connect with the existing trail. A roundabout is part of the plan, decided by looking at crash data, traffic, and geometrics of the intersection. A four-way stop was rejected due to level of service grade C & D at this intersection. A traffic signal would likely cause back-ups during peak traffic and was graded C and D. The roundabout was graded an A.

Reducing the number of lanes allows for the 10-foot trail to be included on the existing bridge crossing the rail road tracks. Fern Street will be reconstructed and utility services will be brought in, though properties are not required to hook up at this time. A sidewalk will continue to the Dollar General to increase accessibility. The road will be reduced to three lanes through to downtown.

<u>Public Hearing: Resolution R24-091 Ordering Improvements and Preparation of Plans</u> Godfrey opened the public hearing at 6:13 pm.

Patti Smith, 220 21<sup>st</sup> Ave SW. Smith asked if reducing Main St. down to two lanes would be adequate for the next 30 years. Anderson said it was projected out for 20 years. Smith noted she drives the road frequently and does not understand why it is proposed to reduce lanes and add turn lanes in when there is nowhere to turn. She asked how this would affect the speed limit on the road. Anderson said the three-lane road can handle a large amount of traffic, including any projected increases for the next 20 years. There are adequate shoulders to pass police activity safely. The speed limit will be reviewed and proposed at a later date, but likely would be lower than it is currently.

David Morell, 2905 South Main. Morral asked if anyone has physically reviewed the traffic, during morning and evening rush hour traffic is steady. The two new apartment buildings will only increase traffic. Anderson said physical counts of traffic in peak hour times were done and were determined to be under thresholds at this time.

Godfrey closed the public hearing at 6:21 pm.

Anderson updated Council on the assessment portion of the project. The largest portion of the project funding is from the tax levy at 54 percent. The remaining is split between the Sanitary Sewer Fund at 10 percent, the Pavement Fund at 6 percent, the Water Main Fund at 8 percent, the Storm Water Utility fund at 7 percent, MSA funds at 10 percent, and special assessments at 6 percent.

Special assessment costs can be spread over a 10-year period with an annual interest rate locked in at the rate at which the city bonds are sold next spring, plus 1 percent. With the volatility in interest rates this percentage currently unknown, but as an example last year's rate was 6 percent. There are two payment options; the assessment can be paid in full after the assessment hearing and by October 15, 2025 without interest, if not prepaid in full it can be paid with property tax payments beginning 2026. Homeowners may pay off any remaining principal and outstanding interest any time during the 10-year period. Some larger parcels will be assessed more, calculations are based on 150-foot residential lot size.

<u>Public Hearing: Resolution R24-092 Adopting Assessments</u> Godfrey opened the public hearing at 6:27 pm.

Patti Smith, 220 21<sup>st</sup> Ave SW. Smith asked questions regarding the levy rate, Godfrey stated that subject was not part of this assessment hearing. Vogel noted street projects have different funding components, items associated with the debt service of the project is funded through the General Fund and levy. Minnesota Statute §429 allows the City to assess properties that benefit from the construction to help fund the cost of the project. Properties have different assessments based on work being done and benefit to the property. If assessments were not being taken, the levy would be higher to make up for those funds. Smith asked if the money for this project was already in the dedicated funds, Moe replied there were different components to funding. They tax levy component will have bonds issued, this has been planned into the long-range plan and accounted into levy calculations. The portion of the project that has been planned into the Sewer, Water, and Storm Funds have cash on-hand or will be bonded, they will not be taken from taxes.

David Morell, 2905 South Main. Morell said he lives on the west side of Main and already has sewer and water, he asked if his property would still be assessed. Anderson said they would only be assessed for the street improvements, not utilities.

Kathy Ecklund, 835 Central Ave. Ecklund noted her property is set 150-feet off of Main Street, improvements to the road would have no value to her property. She asked if this would affect her taxes. According to the assessment roll, Vogel noted her property will be assess \$4,500 for pavement improvements. It was not assessed during the Central Ave improvement in 2024, only one side is assessed, not both.

Godfrey closed the public hearing at 6:39 pm.

Iverson motioned, seconded by Shogren, to adopt Resolution R24-091 Ordering 2025 Street Improvements and Preparation of Plans, adopt Resolution R24-092 Adopting 2025 Street Improvements Final Assessments, and approve the SEH Proposal for Preparing Plans and Specifications and Assisting with Bidding. All voted aye, no nays, motion passed unanimously.

### Mayor's Report

Godfrey said Election Day was tomorrow, November 5. He encouraged everyone to vote. The County Canvassing Board is scheduled to meet on Friday at 9 am at Government Center. On November 15<sup>th</sup> the Council will hold its Canvassing Board for local races.

# City Attorney's Report No City Attorney's report City Administrator's Report Vogel thanked those that dedicate their time to serve as an Election Judge for both the City and the County. Adjournment of Council Meeting Being no further business before the City Council, Shogren moved, seconded by Berg, to adjourn the regular meeting at 6:42 pm. All voted aye, no nays, motion passed unanimously. James A. Godfrey, Mayor ATTEST:

**Council Concerns** 

Evan Vogel, City Administrator

### CAMBRIDGE CITY COUNCIL MEETING

### November 18, 2024

### BILLS LIST

Disbursement Type:	Date	Check #s	Submitted For Approval
Prepaid Checks	10/16/2024	130477 - 130549	389,092.68
Prepaid Checks	10/23/2024	130550 - 130597	130,977.51
Prepaid Checks	10/30/2024	130598 - 130644	292,573.45
Prepaid Checks	10/31/2024	130645	15,807.78
Prepaid Checks	11/7/2024	130646 - 130704	170,736.59
Total Checks			999,188.01
PAID THROUGH ACH or WIRE October 2024:			
Payroll			279,567.28
Federal Payroll Tax Withholding			84,782.82
State Payroll Tax Withholding			17,020.34
PERA Withholdings			74,828.11
Deferred Comp Premiums			4,740.00
Self Insurance & Flex & Select Account Admin Fee			681.30
ECE			50,927.82
Sales & Use Tax Payments to State of MN			53,654.00
Centerpoint			2,099.56
LePage			1,493.79
Wright Express (City wide fuel cards)			7,985.05
Connexus			1,150.41
Midcontinent			4,268.19
Reliance Life Insurance ACH			2,504.06
Interest Rate Subsidy Payments			604.71
Total Paid through ACH or Wire			586,307.44
TOTAL SUBMITTED FOR APPROVAL			\$1,585,495.45

I certify that the amounts listed above and detailed as attached, represent a complete and accurate representation of City check disbursements from 10/11/2024-11/7/2024 and all other disbursements for October 2024.

Caroline Moe. Director of Finance signature & date

Gestson 11/12/a

Rebecca Gestson, Accountant signature & date

City of C		Payment Approval Report - Bills List Report dates: 10/14/2024-10/16/2024 Oct 1	Page: 1 6, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
165 165	Allina Health Allina Health	Health History, Physical, Questionnaire - Police Health History, Physical, Questionnaire - Fire Dept	293.00 146.50
To	otal Allina Health:		439.50
175 175 175	Amazon Capital Services, Inc. Amazon Capital Services, Inc. Amazon Capital Services, Inc.	Office Supplies Accessories - Liquor Store Small Tools & Equipment - Water Misc Operating Supplies - Streets	339.00 356.89 345.98
To	otal Amazon Capital Services, In	c.:	1,041.87
306 306	ARC Irrigation, LLC ARC Irrigation, LLC ARC Irrigation, LLC otal ARC Irrigation, LLC:	Winterization - City Park Winterization - City Hall Winterization - Parkwood Park	90.00 90.00 160.00 340.00
	Arrow Fence Co	Miscellaneous Oper Supplies	250.00
	otal Arrow Fence Co:	Wilderland Open Supplies	250.00
	Ascent Aviation Group, Inc	Aviation Gasoline	31,506.78
	otal Ascent Aviation Group, Inc:		31,506.78
521 521	Bellboy Corporation Bellboy Corporation	Liquor Store Merchandise Liquor Store Merchandise	396.50 2,504.49
T	otal Bellboy Corporation:		2,900.99
551 551 551	Chas A. Bernick Inc. Chas A. Bernick Inc. Chas A. Bernick Inc.	Liquor Store Merchandise Liquor Store Merchandise Liquor Store Merchandise	2,527.50 270.42 16.58-
Т	otal Bernick's:		2,781.34
586	Bjorklund Companies LLC	Repair & Maint - Infrastructure	362.88
Т	otal Bjorklund Companies LLC:		362.88
596	Bloomquist Electric Inc	Misc Professional Services - Liquor Store	462.50
Т	otal Bloomquist Electric Inc:		462.50
6135	Elmstrand, Brad	Refund for overpayment of final water bill #100000189	123.27
Т	otal Brad Elmstrand:		123.27
6136	Lucking, Brandon	Refund for overpayment of final water bill #100000057	24.24

City of C	•	Payment Approval Report - Bills List eport dates: 10/14/2024-10/16/2024	Page: 2 Oct 16, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Brandon Lucking:		24.24
5891	Breakthru Beverage Minnesot	Liquor Store Merchandise	2,421.32
5891	Breakthru Beverage Minnesot	Freight Charge	25.49
5891	Breakthru Beverage Minnesot	Credit Liquor Merchandise	15.00-
5891	Breakthru Beverage Minnesot	Credit Freight Charge	.10
5891	Breakthru Beverage Minnesot	Credit Liquor Merchandise	9.00 .10
5891 5891	Breakthru Beverage Minnesot Breakthru Beverage Minnesot	Credit Freight Charge Credit Liquor Merchandise	. 10 12.52
5891	Breakthru Beverage Minnesot	Credit Elquor Merchandise Credit Freight Charge	.10
	-		<del></del>
To	otal Breakthru Beverage MN Win	e & Spirits Inc:	2,409.99
821	Cambridge Ambassador Prog	Ambassador Annual Support	500.00
To	otal Cambridge Ambassador Prog	gram:	500.00
5516	Capitol Beverage Sales L.P.	Liquor Store Merchandise	851.50
To	otal Capitol Beverage Sales L.P.:		851.50
975	Cardinal Investigations	Public Safety Employment Backgrounds	1,560.00
To	otal Cardinal Investigations:		1,560.00
1113	Chilson Jewelers, Inc.	Downtown Grant Program - Siding & Windows	12,375.00
T	otal Chilson Jewelers, Inc.:		12,375.00
1140	Cintas Corporation	Rug & Towel Rentals - Street Dept	43.06
1140	Cintas Corporation	Maintenance Supplies - City Hall	4.75
	Cintas Corporation	Uniform Rental - Parks	8.74
	Cintas Corporation	Misc Operating Supplies - Water	261.96
	Cintas Corporation	Uniform Rental - Streets	153.90
1140	•	Uniform Rental - Parks	10.95
	Cintas Corporation	Rug Rentals - Police Dept	25.91
	Cintas Corporation	Rug Rentals - Street Dept	34.36
	Cintas Corporation Cintas Corporation	Uniform Rental - Streets Uniform Rental - Parks	181.84 10.95
	Cintas Corporation  Cintas Corporation	Uniform Rental - Maintenance	4.75
1140	Cintas Corporation	Uniform Rental - Parks	8.74
1140	•	Uniform and Rug Rentals - Water/Wastewater	206.41
T	otal Cintas Corporation:		956.32
1170	City Laundering Co.	Rugs - Fire Hall	43.73

City of C		Payment Approval Report - Bills List eport dates: 10/14/2024-10/16/2024 O	Page: 3 ct 16, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal City Laundering Co.:		43.73
1275 1275	Core & Main LP Core & Main LP	Repairs & Maintenance - Hydrants Miscellaneous Oper Supplies - Water	1,058.17 29.00
To	otal Core & Main LP:		1,087.17
1336 1336	Crystal Springs Ice Crystal Springs Ice	Liquor Store Merchandise Delivery Charge	529.00 4.00
To	otal Crystal Springs Ice:		533.00
1396 1396 1396 1396 1396 1396	<b>.</b>	Liquor Store Merchandise Liquor Store Merchandise Liquor Store Merchandise Keg Return Liquor Store Merchandise Credit Liquor Merchandise	8.60 15,137.98 2,367.90 30.00 21,425.71 178.63
T	otal Dahlheimer Beverage, LLC:		38,731.56
1444	Deans Heating and Air Conditi	Service Call - Replace Filters	288.00
T	otal Deans Heating and Air Cond	itioning Inc:	288.00
1658 1658 1658	East Central Regional Library East Central Regional Library East Central Regional Library	CA Building Maintenance Library 3rd Qtr 2024 CA Building Maintenance Library 3rd Qtr 2024 CA Building Maintenance Library 3rd Qtr 2024	1,415.74 305.54 10,162.94
T	otal East Central Regional Library	<i>f</i> :	11,884.22
1666	East Central Solid Waste Co	Mixed Solid Waste - Railroad Dirt Site Garbage	30.27
T	otal East Central Solid Waste Co	mmission:	30.27
1681	ECM Publishers, Inc.	Advertising - Liquor Store	2,620.56
Т	otal ECM Publishers, Inc.:		2,620.56
1891	Fastenal Company	Small Tools & Equipment - Streets	114.81
Т	otal Fastenal Company:		114.81
1921 1921	Ferguson Waterworks Ferguson Waterworks	Automatic Meter Read Project Automatic Meter Read Project	4,951.80 2,475.90
Т	otal Ferguson Waterworks #2518	3:	7,427.70

City of Cambridge		oridge Payment Approval Report - Bills List Report dates: 10/14/2024-10/16/2024 Oct 16	
Vendor	Vendor Name	Description	Net Invoice Amount
1949 1949	First Advantage First Advantage	Pre-Employment Drug Test - Police Annual Enrollment - Wastewater	60.81 36.71
Te	otal First Advantage:		97.52
2166	Grainger	Misc Operating Supplies - Wastewater	174.90
T	otal Grainger:		174.90
2245 2245 2245 2245	Guardian Fleet Safety, LLC Guardian Fleet Safety, LLC Guardian Fleet Safety, LLC Guardian Fleet Safety, LLC	Repair & Maint Supplies Veh/Eq - Police Repair & Maint Labor Veh/Eq - Police Repair & Maint Supplies Veh/Eq - Police Repair & Maint Labor Veh/Eq - Police	838.26 625.00 838.26 625.00
T	otal Guardian Fleet Safety:		2,926.52
2271 2271	Hach Company Hach Company	Water Lab Supplies Wastewater Lab Supplies	206.25 301.00
T	otal Hach Company:		507.25
2341 2341	Hawkins, Inc. Hawkins, Inc.	Chemicals - Wastewater Chemicals - Wastewater	.00 2,029.60
Т	otal Hawkins, Inc.:		2,029.60
2536	Independent Testing Tech. Inc	2024 Street Improvements - I.T.T. Project #24-159	2,900.00
Т	otal Independent Testing Tech. I	nc.:	2,900.00
6137	Lindgaard, James	Refund for overpayment of final water bill #100000757	147.39
Т	otal James Lindgaard:		147.39
2739 2739 2739 2739	Jeff Busby Enterprises, LLC. Jeff Busby Enterprises, LLC. Jeff Busby Enterprises, LLC. Jeff Busby Enterprises, LLC.	Downtown Paver - Replace Sidewalk Repair & Maint Supp - Bldg/Inf - Parks Downtown Paver - Poured Concrete Park Improvements - Poured concrete sidewalk	6,500.00 500.00 4,450.00 1,450.00
Т	otal Jeff Busby Enterprises, LLC	<i>:</i>	12,900.00
2796 2796 2796 2796 2796 2796 2796 2796	Johnson Brothers Liquor Co Johnson Brothers Liquor Co	Credit Liquor Merchandise	4.87 30.37 7.00 13.08 10.16 15.43 38.25 14.00

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2796 Jo 2796 Jo	chnson Brothers Liquor Co	Credit Liquor Merchandise Liquor Store Merchandise Liquor Store Merchandise Liquor Store Merchandise Delivery Charge	17.67- 31.74 .00 4,595.01 45.80 1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo	chnson Brothers Liquor Co	Liquor Store Merchandise Liquor Store Merchandise Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	31.74 .00 4,595.01 45.80 1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo	chnson Brothers Liquor Co	Liquor Store Merchandise Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	.00 4,595.01 45.80 1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo	chnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	4,595.01 45.80 1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	chnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise	45.80 1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	chnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	1,293.50 43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	chnson Brothers Liquor Co chnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise	43.68 4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	chnson Brothers Liquor Co chnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	4,343.79 45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	Shnson Brothers Liquor Co Shnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	45.50 508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo 2796 Jo	ohnson Brothers Liquor Co ohnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	508.00 3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo 2796 Jo	ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	3.64 162.00 5.46 464.00 16.38
2796 Jo 2796 Jo 2796 Jo	ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	162.00 5.46 464.00 16.38
2796 Jo 2796 Jo	ohnson Brothers Liquor Co ohnson Brothers Liquor Co ohnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise	5.46 464.00 16.38
2796 Jo	ohnson Brothers Liquor Co ohnson Brothers Liquor Co	Liquor Store Merchandise	464.00 16.38
	ohnson Brothers Liquor Co	•	16.38
	Johnson Bros - St Paul:		
Total			11,407.67
2849 K.	B. Industries, Inc.	Downtown Paver/Tree Repair (KBI Flexi-Pave Binder)	515.00
Total	K.B. Industries, Inc.:		515.00
2941 Ki	rvida Fire, Inc.	Repair & Maint Supplies Veh/Eq - Engine #3 Fire	511.09
	rvida Fire, Inc.	Repair & Maint Labor Veh/Eq - Engine #3 Fire	596.00
	rvida Fire, Inc.	Repair & Maint Supplies Veh/Eq - Engine #1 Fire	3,778.74
	rvida Fire, Inc.	Repair & Maint Labor Veh/Eq - Engine #11 Fire	745.00
Total	l Kirvida Fire, Inc.:		5,630.83
3321 Ma	acQueen Equipment, LLC	Repair & Maint Supplies Veh/Eq - Streets	1,028.55
Total	MacQueen Equipment, LLC:		1,028.55
2464 M	aDanald Distributing Compa	Cradit Liquer Marshandina	22.83-
	cDonald Distributing Compa cDonald Distributing Compa	Credit Liquor Merchandise Liquor Store Merchandise	606.60
	cDonald Distributing Compa	Liquor Store Merchandise	10,967.30
	cDonald Distributing Compa	Liquor Store Merchandise	402.00
	cDonald Distributing Compa	Liquor Store Merchandise	14,539.06
	cDonald Distributing Compa	Credit Liquor Merchandise	73.44-
	cDonald Distributing Compa	Keg Return	30.00-
	cDonald Distributing Compa	Credit Liquor Merchandise	150.00-
Total	I McDonald Distributing Compa	any:	26,238.69
3521 M	enards	Misc Operating Supplies - Streets	15.42
	enards	Misc Operating Supplies - Streets  Misc Operating Supplies - Wastewater	64.37
	enards	Misc Operating Supplies - Wastewater  Misc Operating Supplies - Parks	36.66
	enards	Misc Operating Supplies - Farks  Misc Operating Supplies - Streets	8.97
	enards	Misc Operating Supplies - Streets  Misc Operating Supplies - Wastewater	14.75

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Vendor	Vendor Name	Description	Net Invoice Amount
3521	Menards	Mice Operating Supplies Streets	187.50
3521	Menards	Misc Operating Supplies - Streets Misc Operating Supplies - Streets	14.96
3521	Menards	Misc Operating Supplies - Streets	40.47
3521	Menards	Misc Operating Supplies - Streets  Misc Operating Supplies - Wastewater	31.46
3521	Menards	Misc Operating Supplies - Wastewater  Misc Operating Supplies - Parks	6.04
3521	Menards		70.48
3521		Misc Operating Supplies - Water	18.99
3521	Menards Menards	Small Tools & Equipment - Wastewater Misc Operating Supplies - Parks	47.15
Te	otal Menards:		557.22
6138	Larson, Michael	Refund for overpayment of final water bill #100001204	6.38
T	otal Michael Larson:		6.38
4004	NO CTI I de contacion los	Taskan Malan	04.40
4001	MVTL Laboratories Inc.	Testing - Water	84.40
4001	MVTL Laboratories Inc.	Testing - Wastewater	135.00
T	otal Minnesota Valley Testing Lab	08:	219.40
3829	Minnesota Dept of Labor and	Quarterly Building Permit Surcharge - SEPTEMBER05	2,864.55
3829	Minnesota Dept of Labor and	Quarterly Building Permit Surcharge - SEPTEMBER05	114.58-
T	otal MN Dept of Labor and Indust	rry:	2,749.97
6139	Nathan & Claire Geislinger	Refund for overpayment of final water bill #100000471	129.68
Т	otal Nathan & Claire Geislinger:		129.68
4066	North Central Laboratories	Lab Supplies- Wastewater	507.60
Т	otal NCL of Wisconsin, Inc.:		507.60
4091	New France Wine	Liquor Store Merchandise	708.00
4091	New France Wine	Freight Charge	15.00
Т	otal New France Wine:		723.00
4426	Paustis Wine Company	Liquor Store Merchandise	645.00
4426	Paustis Wine Company	Freight Charge	3.75
4426	• •	Liquor Store Merchandise	512.00
4426	• •	Freight Charge	6.25
Т	otal Paustis Wine Company:		1,167.00
4476	Phillips Wine & Spirits	Liquor Store Merchandise	6,142.50
4476	Phillips Wine & Spirits	Liquor Store Merchandise	1,613.40
4476	Phillips Wine & Spirits	Delivery Charge	31.09
4476	Phillips Wine & Spirits	Liquor Store Merchandise	3,498.55
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City of C		Payment Approval Report - Bills List Report dates: 10/14/2024-10/16/2024	Page: 7 Oct 16, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
4476	Phillips Wine & Spirits	Delivery Charge	94.94
To	otal Phillips St Paul:		11,380.48
4506	Pitney Bowes	Postage Deposit Reserve Account 27345354	2,000.00
To	otal Pitney Bowes Reserve Accou	unt:	2,000.00
4749	Red Bull Distribution Compan	Liquor Store Merchandise	264.70
To	otal Red Bull Distribution Compa	ny, Inc.:	264.70
4943 4943	Safe-Fast, Inc. Safe-Fast, Inc.	Misc Operating Supplies - Water Misc Operating Supplies - Wastewater	122.40 61.20
T	otal Safe-Fast, Inc.:		183.60
5116 5116 5116 5116 5116 5116 5116	Short, Elliott, Hendrickson Inc Short, Elliott, Hendrickson Inc	CCAMBR 24 North Apron Recon CA CAMBR 24 North Apron Recon Final Design CAMBR City Eng. Services - September CAMBR 2024 Street Imps Const CAMBR 2025 Street Improv Feasibility CAMBR WW Solids Planning Study CAMBR Lk Fanny Prk Master Plan	16,410.00 36,720.00 1,234.50 45,711.05 42,564.64 6,317.00 337.00
T	otal Short, Elliott, Hendrickson In	c:	149,294.19
6105	Sioux Valley Environmental	Chemicals & Chemical Products - Wastewater	5,313.00
Т	otal Sioux Valley Environmental:		5,313.00
5142	SiteOne Landscape Supply, L	Repair & Maint Supplies Bldg/Inf - Parks	139.59
Т	otal SiteOne Landscape Supply,	LLC:	139.59
5181 5181 5181 5181 5181 5181 5181 5181	Southern Glazer's of MN Southern Glazer's of MN	Liquor Store Merchandise Delivery Charge	10,876.28 162.98 305.98 .52 850.35 26.35 330.00 1.55 160.17 .52
5250		Advertising - Liquor Store	45.00

City of C	ambridge I	Payment Approval Report - Bills List Report dates: 10/14/2024-10/16/2024 Oct 1	Page: 8 6, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Star - 21071:		45.00
5301 5301	Steve's Tire Inc Steve's Tire Inc	Repairs and Maint Supplies Veh/Eq - Police Repairs and Maint Labor Veh/Eq - Police	545.20 230.00
To	otal Steve's Tire Inc:		775.20
6140	TDW 1300	Refund for overpayment of final bill #1000002387	66.38
To	otal TDW 1300:		66.38
5525	Tidal Wave Auto Spa	Car Washes - Police Dept	210.00
Te	otal Tidal Wave Auto Spa:		210.00
6141	Johnson, Timothy & Sunsene	Refund for overpayment of final water bill #100001582	70.00
T	otal Timothy & Sunsene Johnso	n:	70.00
5581 5581	Total Control Systems, Inc. Total Control Systems, Inc.	Repair & Maint Labor Veh/Eq - Wastewater Plant Repair & Maint - Lift Stations	1,921.10 4,187.68
T	otal Control Systems, Inc.:		6,108.78
5816 5816	Viking Coca-Cola Bottling Co Viking Coca-Cola Bottling Co	Liquor Store Merchandise Liquor Store Merchandise	454.05 232.25
T	otal Viking Coca-Cola Bottling C	o:	686.30
5831 5831 5831 5831	Vinocopia Vinocopia Vinocopia Vinocopia	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge	360.75 1.50 1,510.50 21.00
Т	otal Vinocopia:		1,893.75
5886 5886 5886	Watson Co., Inc. Watson Co., Inc. Watson Co., Inc.	Liquor Store Merchandise Misc Operating Supplies - Liquor Store Fuel Charge	2,646.06 268.35 6.00
Т	otal Watson Co., Inc.:		2,920.41
6001 6001	Wine Merchants Wine Merchants	Liquor - Merchandise Delivery Charge	515.00 7.43
Т	otal Wine Merchants:		522.43
6034	WRS Imports	Liquor Store Merchandise	292.80

City of Camb	pridge	Payment Approval Report - Bills List Report dates: 10/14/2024-10/16/2024	Page: 9 Oct 16, 2024 11:43AM
Vendor	Vendor Name	Description	Net Invoice Amount
Total '	WRS Imports:		292.80
Grand	d Totals:		389,092.68
Date	ed: <i>10//(</i>	0/24	
City Treasur	er: <u>awl</u>	isenve	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/24	10/16/2024	130477	165	Allina Health	101-20100	439.50
10/24	10/16/2024	130478		Amazon Capital Services, Inc.	101-20100	1,041.87
10/24	10/16/2024	130479		ARC Irrigation, LLC	101-20100	340.00
10/24	10/16/2024	130480	6142	Arrow Fence Co	101-20100	250.00
10/24	10/16/2024	130481	320	Ascent Aviation Group, Inc	211-20100	31,506.78
10/24	10/16/2024	130482	521	Bellboy Corporation	610-20100	2,900.99
10/24	10/16/2024	130483	551	Bernick's	610-20100	2,781.34
10/24	10/16/2024	130484	586	Bjorklund Companies LLC	101-20100	362.88
10/24	10/16/2024	130485	596	Bloomquist Electric Inc	610-20100	462.50
10/24	10/16/2024	130486	6135	Brad Elmstrand	601-20100	123.27
10/24	10/16/2024	130487	6136	Brandon Lucking	601-20100	24.24
10/24	10/16/2024	130488	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	2,409.99
10/24	10/16/2024	130490	821	Cambridge Ambassador Program	101-20100	500.00
10/24	10/16/2024	130492	5516	Capitol Beverage Sales L.P.	610-20100	851.50
10/24	10/16/2024	130493	975	Cardinal Investigations	101-20100	1,560.00
10/24	10/16/2024	130494	1113	Chilson Jewelers, Inc.	225-20100	12,375.00
10/24	10/16/2024	130495	1140	Cintas Corporation	601-20100	956.32
10/24	10/16/2024	130496	1170	City Laundering Co.	101-20100	43.73
10/24	10/16/2024	130497	1275	Core & Main LP	601-20100	1,087.17
10/24	10/16/2024	130498	1336	Crystal Springs Ice	610-20100	533.00
10/24	10/16/2024	130499	1396	Dahlheimer Beverage, LLC	610-20100	.00 V
10/24	10/16/2024	130500	1444	Deans Heating and Air Conditioning Inc	610-20100	288.00
10/24	10/16/2024	130501	1658	East Central Regional Library	101-20100	11,884.22
10/24	10/16/2024	130502	1666	East Central Solid Waste Commission	101-20100	30.27
10/24	10/16/2024	130503	1681	ECM Publishers, Inc.	610-20100	2,620.56
10/24	10/16/2024	130504	1891		101-20100	114.81
10/24	10/16/2024	130505	1921	Ferguson Waterworks #2518	601-20100	7,427.70
10/24	10/16/2024	130506	1949	First Advantage	101-20100	97.52
10/24	10/16/2024	130507	2166	Grainger	602-20100	174.90
10/24	10/16/2024	130508	2245	Guardian Fleet Safety	101-20100	2,926.52
10/24	10/16/2024	130509	2271	Hach Company	602-20100	507.25
10/24	10/16/2024	130510	2341	Hawkins, Inc.	602-20100	2,029.60
10/24	10/16/2024	130512		Independent Testing Tech. Inc.	484-20100	2,900.00
10/24	10/16/2024	130513	6137	James Lindgaard	601-20100	147.39
10/24	10/16/2024	130514	2739	Jeff Busby Enterprises, LLC. Johnson Bros - St Paul	415-20100	12,900.00
10/24	10/16/2024 10/16/2024	130515 130516	2796 2849	K.B. Industries, Inc.	610-20100 443-20100	11,407.67 515.00
10/24 10/24	10/16/2024	130517	2941	Kirvida Fire, Inc.	101-20100	5.630.83
10/24	10/16/2024	130517	3321	MacQueen Equipment, LLC	101-20100	1,028.55
10/24	10/16/2024	130519		McDonald Distributing Company	610-20100	26,238.69
10/24	10/16/2024	130519	3521	Menards	101-20100	557.22
10/24	10/16/2024	130521	6138	Michael Larson	601-20100	6.38
10/24	10/16/2024	130522		Minnesota Valley Testing Labs	602-20100	219.40
10/24	10/16/2024	130523		MN Dept of Labor and Industry	101-20100	2,749.97
10/24	10/16/2024	130524		Nathan & Claire Geislinger	601-20100	129.68
10/24	10/16/2024	130525		NCL of Wisconsin, Inc.	602-20100	507.60
10/24	10/16/2024	130526		New France Wine	610-20100	723.00
10/24	10/16/2024	130527		Paustis Wine Company	610-20100	1,167.00
10/24	10/16/2024	130528		Phillips St Paul	610-20100	11,380.48
10/24	10/16/2024			Pitney Bowes Reserve Account	101-20100	2,000.00
10/24	10/16/2024			Red Bull Distribution Company, Inc.	610-20100	264.70
10/24	10/16/2024				602-20100	183,60
10/24	10/16/2024			•	499-20100	149,294.19
10/24	10/16/2024				602-20100	5,313.00
10/24	10/16/2024			SiteOne Landscape Supply, LLC	101-20100	139.59
10/24	10/16/2024	130537			610-20100	12,714.70
10/24	10/16/2024			Star - 21071	610-20100	45.00

City of	Camb	ridae
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Check Register - Summary Report Check Issue Dates: 10/16/2024 - 10/16/2024 Page: 2 Oct 16, 2024 11:49AM

L Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/24	10/16/2024	130539	5301	Steve's Tire Inc	101-20100	775.20
10/24	10/16/2024	130540	6140	TDW 1300	601-20100	66.38
10/24	10/16/2024	130541	5525	Tidal Wave Auto Spa	101-20100	210.00
10/24	10/16/2024	130542	6141	Timothy & Sunsene Johnson	601-20100	70.00
10/24	10/16/2024	130543	5581	Total Control Systems, Inc.	602-20100	6,108.78
10/24	10/16/2024	130544	5816	Viking Coca-Cola Bottling Co	610-20100	686.30
10/24	10/16/2024	130545	5831	Vinocopia	610-20100	1,893.75
10/24	10/16/2024	130546	5886	Watson Co., Inc.	610-20100	2,920.41
10/24	10/16/2024	130547	6001	Wine Merchants	610-20100	522.43
10/24	10/16/2024	130548	6034	WRS Imports	610-20100	292.80
10/24	10/16/2024	130549	1396	Dahlheimer Beverage, LLC	610-20100	38,731,56

City of C		Payment Approval Report - Bills List eport dates: 10/22/2024-10/23/2024 Oct 23	Page: 1 3, 2024 01:55PM
/endor	Vendor Name	Description	Net Invoice Amount
30	A-1 Tire Service	Repair & Maint Labor Veh/Eq - Streets	397.50
To	otal A-1 Tire Service:		397.50
168	All State Communications	Kerri Card Reader - Police	165.00
To	otal All State Communications:		165.00
175 175 175 175	Amazon Capital Services, Inc. Amazon Capital Services, Inc. Amazon Capital Services, Inc. Amazon Capital Services, Inc.	Office Supplies - Admin Office Supplies - Comm Dev Repair & Maint Supplies Veh/Eq - Airport Repair & Maint Supplies Veh/Eq - Airport	26.99 21.49 849.00 849.00
To	otal Amazon Capital Services, Inc	p.:	48.48
521 521 521 521	Bellboy Corporation Bellboy Corporation Bellboy Corporation Bellboy Corporation	Liquor Store Merchandise Misc Operating Supplies - Liquor Store Liquor Store Merchandise Liquor Store Merchandise	298.20 105.00 240.00 1,294.42
T	otal Bellboy Corporation:		1,937.62
551 551	Chas A. Bernick Inc. Chas A. Bernick Inc.	Liquor Store Merchandise Liquor Store Merchandise	1,796.60 103.76
T	otal Bernick's:		1,900.36
1251 1251	Community GIS Services, Inc. Community GIS Services, Inc.	Hosting ArcGIS SQL Geodatabase and Mapping Applic Hosting ArcGIS SQL Geodatabase and Mapping Applic	1,250.00 1,250.00
Т	otal Bismarck Map Company:		2,500.00
5891 5891 5891 5891	Breakthru Beverage Minnesot Breakthru Beverage Minnesot Breakthru Beverage Minnesot Breakthru Beverage Minnesot	Liquor Store Merchandise Freight Charge Liquor Store Merchandise Freight Charge	161.85 6.90 324.00 2.30
5891 5891 5891	Breakthru Beverage Minnesot Breakthru Beverage Minnesot Breakthru Beverage Minnesot	Liquor Store Merchandise Freight Charge Liquor Store Merchandise	15,555.89 100.05 96.00
5891 5891 5891	Breakthru Beverage Minnesot Breakthru Beverage Minnesot Breakthru Beverage Minnesot	Freight Charge Credit Liquor Merchandise Credit Freight Charge	1.15 67.45 1.15
Т	otal Breakthru Beverage MN Win	e & Spirits Inc:	16,179.54
6143	Batcheller, Brian	Mileage Reimbursement - Fire	167.50
Т	otal Brian Batcheller:		167.50

City of C	ambridge	Payment Approval Report - Bills List Report dates: 10/22/2024-10/23/2024 Oct 23	Page: 2 3, 2024 01:55PM
Vendor	Vendor Name	Description	Net Invoice Amount
735	BS&A Software	Community Development Cloud Setup & Training	33,435.00
To	otal BS&A Software:		33,435.00
	IUOE Central Pension Fund IUOE Central Pension Fund	October Contribution - Mechanics / Maintenance Divisi October Contribution - Wastewater and Water Operator	4,352.00 3,808.00
To	otal Central Pension Fund:		8,160.00
1140 1140 1140 1140 1140 1140	•	Rug & Towel Rentals - Street Dept Uniform Rental - Maintenance Uniform Rental - Parks Uniform and Rug Rentals - Water/Wastewater Uniform Rental - Streets Uniform Rental - Parks	43.06 4.75 8.74 261.96 153.90 10.95
T	otal Cintas Corporation:		483.36
1275	Core & Main LP	Repairs & Maintenance - Hydrants	175.00
T	otal Core & Main LP:		175.00
1396 1396	Dahlheimer Beverage, LLC Dahlheimer Beverage, LLC	Liquor Store Merchandise Keg Return	5,561.53 60.00
T	otal Dahlheimer Beverage, LL0	D:	5,501.53
969 969 969 969 969 969 969 969	Cardmember Service Cardmember Service Cardmember Service Cardmember Service Cardmember Service	Small Tools & Equipment - Fire Membership Dues & CPR Training Materials Repair & Maint Supplies Veh/Eq - Water Misc Operating Supplies - Wastewater Misc Operating Supplies - Streets Repair & Maint Supplies Veh/Eq - Streets Repair & Maint Supplies Veh/Eq - Streets Misc Operating Supplies - Parks Small Tools & Equipment - Streets Art Festival - META Art Festival - META MBPTA Fall Education Event Zoom Video Workplace Pro Monthly MBPTA Fall Education Event APA MN Membership	64.71 214.12 19.45 111.99 50.96 92.83 159.00 109.95 99.98 4.24 7.55 108.55 17.25 108.55
Т	otal Elan Financial Services:		1,255.03
6145 6145 6145		Refund Permit 2024-00608 & 202-00678 2025 Bridgew Refund Permit 2024-00608 & 202-00678 2025 Bridgew Refund Permit 2024-00608 & 202-00678 2025 Bridgew	48.00 12.00 80.00

City of C	ambridge	Payment Approval Report - Bills List Report dates: 10/22/2024-10/23/2024 Oct 2	Page: 3 3, 2024 01:55PM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Freedom Forever LLC:		140.00
2166	Grainger	Repair & Maint Supplies Bldg/Inf - Parks	144.05
To	otal Grainger:		144.05
2271	Hach Company	Wastewater Lab Supplies	508.00
To	otal Hach Company:		508.00
2338	Haven Homes LLC	Refund for overpayment of final water bill #100003462	23.70
To	otal Haven Homes LLC:		23.70
2341 2341	Hawkins, Inc. Hawkins, Inc.	Chemicals - Wastewater Chemicals - Wastewater	1,015.00 17,960.64
Te	otal Hawkins, Inc.:		18,975.64
6144 6144	Hill Industrial Tools, Inc Hill Industrial Tools, Inc	Miscellaneous Oper Supplies - Streets Repair & Maint Supp-Veh/EQ - Streets	66.41 312.18
Te	otal Hill Industrial Tools, Inc:		378.59
2411	Hillyard Inc.	Maintenance Supplies - City Hall	289.24
T	otal Hillyard / Minneapolis:		289.24
2588	Invictus Brewing Co.	Liquor Store Merchandise	636.00
T	otal Invictus Brewing Co.:		636.00
2573 2573 2573 2573	IUOE Local #49 IUOE Local #49 IUOE Local #49 IUOE Local #49	October Union Dues - Maintenance October Working Dues Assessment - Wastewater October Working Dues Assessment - Maintenance May Union Dues - Wastewater	315.00 112.00 144.00 245.00
Т	otal IUOE Local #49:		816.00
2742	Jefferson Fire & Safety	Small Tools and Equipment - Fire	266.84
Т	otal Jefferson Fire & Safety:		266.84
2796 2796 2796 2796 2796	Johnson Brothers Liquor Co Johnson Brothers Liquor Co Johnson Brothers Liquor Co Johnson Brothers Liquor Co Johnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	4,418.76 60.66 1,259.53 22.14 896.00

Vendor			
	Vendor Name	Description	Net Invoice Amount
2796	Johnson Brothers Liquor Co	Delivery Charge	18.20
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	5,177.50
2796	Johnson Brothers Liquor Co	Delivery Charge	169.26
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,343.00
2796	Johnson Brothers Liquor Co	Delivery Charge	14.56
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	660.00
2796	Johnson Brothers Liquor Co	Delivery Charge	9.10
То	tal Johnson Bros - St Paul:		14,048.71
3146	League of Minnesota Cities In	Work Comp Ded.	250.00
3146	League of Minnesota Cities In	Work Comp Ded.	250.00
3146	League of Minnesota Cities In	Work Comp Ded.	250.00
	League of Minnesota Cities In	Work Comp Ded.	250.00
То	tal League of MN Cities Ins Trus	et P&C:	1,000.00
3176	LEIS	Union Dues 183 - October	846.00
	LELS	Union Dues 449 - October	141.00
3176		Union Dues 511 - October	70.50
To	otal LELS:		1,057.50
3220	Lincoln Marketing Inc.	Advertising in Isanti & Kanabec Counties MN Guide - L	849.00
	otal Lincoln Marketing Inc.:		849.00
	•		
3321	MacQueen Equipment, LLC	Misc Operating Supplies - Wastewater	359.54
To	tal MacQueen Equipment, LLC:		359.54
833	Cambridge Bar & Grill	Interest Rate Subsidy Program Payment-October	604.71
To	otal MBT Entertainment Inc:		604.71
3461	McDonald Distributing Compa	Liquor Store Merchandise	121.00
3461	McDonald Distributing Compa	Keg Deposit	30.00
To	otal McDonald Distributing Comp	any:	151.00
3521	Menards	Misc Operating Supplies - Streets	11.91
3521	Menards	Misc Operating Supplies - Carles	3.49
3521	Menards	Small Tools & Equipment - Wastewater	7.47
3521	Menards	Repair & Maint - Wastewater Plant	75.96
3521	Menards	Misc Operating Supplies - Fire	40.62
3521	Menards	Misc Operating Supplies - Fire  Misc Operating Supplies - Streets	48.25
3521	Menards	Misc Operating Supplies - Streets  Misc Operating Supplies - Wastewater	5.18
3521	Menards	Small Tools & Equipment - Streets	109.99
3521	Menards	Misc Operating Supplies - Streets	137.82

City of C	ambridge	Payment Approval Report - Bills List Report dates: 10/22/2024-10/23/2024 Oct 2	Page: 5 3, 2024 01:55PM
Vendor	Vendor Name	Description	Net Invoice Amount
3521 3521 3521	Menards Menards Menards	Maintenance Supplies - City Hall Repair & Maint Supplies Veh/Eq - Wastewater Misc Operating Supplies - Streets	599.89 15.72 11.83
To	otal Menards:		1,068.13
3543	Metro Sales, Inc.	Ricoh IM C2500 Color Copier Rental - Public Works	176.25
T	otal Metro Sales, Inc.:		176.25
4001	MVTL Laboratories Inc.	Testing - Water	109.40
T	otal Minnesota Valley Testing L	abs:	109.40
4071	NCPERS Group Life Ins.	Group Vol Life Ins - PERA	304.00
Т	otal NCPERS Group Life Ins.:		304.00
4221 4221	Northland Landscape Nursery Northland Landscape Nursery		257.00 32.08
Т	otal Northland Landscape Nurs	ery:	289.08
4476 4476 4476 4476	Phillips Wine & Spirits	Liquor - Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge	2,541.70 50.05 595.15 28.21
Т	otal Phillips St Paul:		3,215.11
5181 5181 5181 5181 5181 5181	Southern Glazer's of MN Southern Glazer's of MN Southern Glazer's of MN	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Delivery Charge	4,656.18 71.82 225.00 1.55 2,625.61 60.71
Т	otal Southern Glazer's of MN:		7,640.87
5250	Star - 21071	Advertising - Liquor Store	578.00
Т	otal Star - 21071:		578.00
	Star - 26207 Star - 26207 Star - 26207	Public Notice Ordinance 791 Public Notice Council Meeting Minutes Public Notice Ordinance 792 Advertising - Sealed Bid Vehicles Public Notice Hwy 95 Street Improvements	2.93 9.75 2.15 116.60 5.36

City of C	ambridge	Payment Approval Report - Bills List Report dates: 10/22/2024-10/23/2024	Page: 6 Oct 23, 2024 01:55PM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Star - 26207:		136.79
5491	The Wine Company	Liquor Store Merchandise	1,620.00
5491	The Wine Company	Freight charge	45.00
To	otal The Wine Company:		1,665.00
5756	USA Bluebook	Misc Operating Supplies - Wastewater	82.35
To	otal USA Bluebook:		82.35
5758	USA Northland Directories	Rum River 2025 Advertising - Liquor Store	155.00
T	otal USA Northland Directorie	S:	155.00
5801	Verizon Wireless	wireless phone service - Fire Dept	115.21
5801	Verizon Wireless	wireless phone service - Streets	20.02
5801	Verizon Wireless	wireless phone service - Water	20.00
5801	Verizon Wireless	wireless phone service - Wastewater	20.01
5801	Verizon Wireless	wireless phone service - Wastewater	20.02
5801	Verizon Wireless	wireless phone service - Liquor Store	41.39
T	otal Verizon Wireless:		236.65
5886	Watson Co., Inc.	Credit Misc Operating Supplies - Liquor Store	27.00-
5886	Watson Co., Inc.	Liquor Store Merchandise	2,551.70
5886	Watson Co., Inc.	Misc Operating Supplies - Liquor Store	235.74
5886	Watson Co., Inc.	Fuel Charge	6.00
Т	otal Watson Co., Inc.:		2,766.44
G	rand Totals:		130,977.51

Dated:	10/23/24	
City Treasurer	aurline mil	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/24	10/23/2024	130550	30	A-1 Tire Service	101-20100	397.50
10/24	10/23/2024	130551	168	All State Communications	101-20100	165.00
10/24	10/23/2024	130552	175	Amazon Capital Services, Inc.	211-20100	48.48
10/24	10/23/2024	130553	521	Bellboy Corporation	610-20100	1,937.62
10/24	10/23/2024	130554	551	Bernick's	610-20100	1,900.36
10/24	10/23/2024	130555	1251	Bismarck Map Company	602-20100	2,500.00
10/24	10/23/2024	130556	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	16,179.54
10/24	10/23/2024	130557	6143	Brian Batcheller	101-20100	167.50
10/24	10/23/2024	130558	735	BS&A Software	419-20100	33,435.00
10/24	10/23/2024	130559	2572	Central Pension Fund	101-20100	4,352.00
10/24	10/23/2024	130560	2572	Central Pension Fund	101-20100	3,808.00
10/24	10/23/2024	130561	1140	Cintas Corporation	101-20100	483.36
10/24	10/23/2024	130562	1275	Core & Main LP	601-20100	175.00
10/24	10/23/2024	130563	1396	Dahlheimer Beverage, LLC	610-20100	5,501.53
10/24	10/23/2024	130564	969	Elan Financial Services	101-20100	1,255.03
10/24	10/23/2024	130565	6145	Freedom Forever LLC	101-20100	140.00
10/24	10/23/2024	130566	2166	Grainger	101-20100	144.05
10/24	10/23/2024	130567	2271	Hach Company	602-20100	508.00
10/24	10/23/2024	130568	2338	Haven Homes LLC	601-20100	23.70
10/24	10/23/2024	130569	2341	Hawkins, Inc.	602-20100	18,975.64
10/24	10/23/2024	130570	6144	Hill Industrial Tools, Inc	101-20100	378.59
10/24	10/23/2024	130571	2411	Hillyard / Minneapolis	101-20100	289.24
10/24	10/23/2024	130572	2588	Invictus Brewing Co.	610-20100	636.00
10/24	10/23/2024	130573	2573	IUOE Local #49	101-20100	560.00
10/24	10/23/2024	130574	2573	IUOE Local #49	101-20100	256.00
10/24	10/23/2024	130575	2742	Jefferson Fire & Safety	101-20100	266.84
10/24	10/23/2024	130576	2796	Johnson Bros - St Paul	610-20100	14,048.71
10/24	10/23/2024	130577	3146	League of MN Cities Ins Trust P&C	101-20100	1,000.00
10/24	10/23/2024	130578		LELS	101-20100	1,057.50
10/24	10/23/2024	130579	3220	Lincoln Marketing Inc.	610-20100	849.00
10/24	10/23/2024	130580	3321	MacQueen Equipment, LLC	602-20100	359,54
10/24	10/23/2024	130581	833	MBT Entertainment Inc	499-20100	604.71
10/24	10/23/2024	130582	3461	McDonald Distributing Company	610-20100	151.00
10/24	10/23/2024	130583	3521	Menards	101-20100	1,068.13
10/24	10/23/2024	130584	3543	Metro Sales, Inc.	101-20100	176.25
10/24	10/23/2024	130585	4001	Minnesota Valley Testing Labs	601-20100	109.40
10/24	10/23/2024	130586	4071	NCPERS Group Life Ins.	101-20100	304.00
10/24	10/23/2024	130587		Northland Landscape Nursery	101-20100	289.08
10/24	10/23/2024			Phillips St Paul	610-20100	3,215.11
10/24	10/23/2024			Southern Glazer's of MN	610-20100	7,640.87
10/24	10/23/2024		5250		610-20100	578.00
10/24				Star - 26207	486-20100	136.79
10/24		<b>A</b>		The Wine Company	610-20100	1,665.00
10/24	10/23/2024		5756	• •	602-20100	82.35
10/24					610-20100	155.00
10/24				Verizon Wireless	602-20100	236.65
10/24					610-20100	2,766.44
Gra	nd Totals:					130,977.

City of Cambridge		Payment Approval Report - Bills List Report dates: 10/29/2024-10/30/2024	Page: 1 Oct 30, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
70	Adam's Pest Control, Inc.	Pest Control - Liquor Store	80.91
To	otal Adams Pest Control - Main:		80.91
175 175 175 175 175 175 175 175	Amazon Capital Services, Inc. Amazon Capital Services, Inc.	Office Supplies - Admin Office Supplies - Finance Small Tools & Equipment - Police Office Supplies - Admin Office Supplies - Wastewater Small Tools & Equipment - Police Office Supplies - Admin Misc Operating Supplies - Parks Office Supplies - General Elections	7.15 7.16 179.99 132.78 210.47 139.52 19.58 87.20 79.79
175	Amazon Capital Services, Inc.	Office Supplies - Admin	20.99
To	otal Amazon Capital Services, Ir	nc.:	884.63
306 306	ARC Irrigation, LLC ARC Irrigation, LLC ARC Irrigation, LLC ARC Irrigation, LLC	Winterization - Waste Water Treatment Plant Winterization - Water Treatment Plant Winterization - Yerigan Farms Round About Winterization - City Park	130.00 130.00 90.00 90.00
To	otal ARC Irrigation, LLC:		440.00
	Arrow Fence Co Arrow Fence Co	Park Improvements - Chain link fence & gates Repair & Maint - Plant	9,470.00 1,000.00
Т	otal Arrow Fence Co:		10,470.00
	Artisan Beer Company Artisan Beer Company	Liquor Store Merchandise Liquor Store Merchandise	36.90 46.15
T	otal Artisan:		83.05
521 521	Bellboy Corporation Bellboy Corporation	Liquor Store Merchandise Liquor Store Merchandise	324.55 2,439.25
T	otal Bellboy Corporation:		2,763.80
551 551 551	Chas A. Bernick Inc. Chas A. Bernick Inc. Chas A. Bernick Inc.	Liquor Store Merchandise Liquor Store Merchandise Credit Liquor Merchandise	4,921.95 220.40 5.56
Т	otal Bernick's:		5,136.79
586	Bjorklund Companies LLC	Wash Sand	43.52
Т	otal Bjorklund Companies LLC:		43.52

City of Cambridge	Payment Approval Report - Bills List	Page: 2
	Report dates: 10/29/2024-10/30/2024	Oct 30, 2024, 11:59AM

5891BreakthruBeverage Minnesot Credit Liquor Merchandise27.75-5891BreakthruBeverage Minnesot Credit Liquor Merchandise179.00-5891BreakthruBeverage Minnesot Credit Liquor Merchandise185.00-5891BreakthruBeverage Minnesot Credit Liquor Merchandise1.15-5891BreakthruBeverage Minnesot Credit Liquor Merchandise244.50-5891BreakthruBeverage MinnesotCredit Liquor Merchandise2.30-Total BreakthruBeverage MinnesotCredit Freight Charge2.30-Total BreakthruBeverage MinnesotCredit Freight Charge2.30-Total BreakthruBeverage Sales L.P.Credit Liquor Merchandise36.65-5516Capitol Beverage Sales L.P.Credit Liquor Store Merchandise36.65-5516Capitol Beverage Sales L.P.Credit Liquor Store Merchandise216.78Total Capitol Beverage Sales L.P.Liquor Store Merchandise341.311140Cintas CorporationRug & Towel Rentals & Maint Supplies - Liquor Store341.31Total City Laundering Co.Rugs - Fire Hall43.73Total City Laundering Co.:43.731336Crystal Springs IceLiquor Store Merchandise401.761336Crystal Springs IceLiquor Store Merchandise4.00Total Citystal Springs Ice:Liquor Merchandise8,046.501396Dahlheimer Beverage, LLCLiquor Merchandise8,046.50	Vendor	Vendor Name	Description	Net Invoice Amount
5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .06           5891 Breakthru Beverage Minnesot         Freight Charge         6.90           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         4,285.54           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         3,450           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         10,35           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         565.99           5891 Breakthru Beverage Minnesot         Freight Charge         2,59           5891 Breakthru Beverage Minnesot         Freight Charge         1,15           5891 Breakthru Beverage Minnesot         Freight Charge         1,15           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         268.85           5891 Breakthru Beverage Minnesot         Freight Charge         1,15           5891 Breakthru Beverage Minnesot         Credit Charge         1,15           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         162.00           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         2,75           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         1,15           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise	5891	Breakthru Beverage Minnesot	Liquor Store Merchandise	248.00
5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .06           5891 Breakthru Beverage Minnesot         Freight Charge         .80           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .4,265.54           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .34,50           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .10,35           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .555,99           5891 Breakthru Beverage Minnesot         Freight Charge         .2,59           5891 Breakthru Beverage Minnesot         Freight Charge         .1,55           5891 Breakthru Beverage Minnesot         Freight Charge         .1,15           5891 Breakthru Beverage Minnesot         Liquor Store Merchandise         .269,85           5891 Breakthru Beverage Minnesot         Freight Charge         .1,15           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         .162,00           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         .15           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         .27,75           5891 Breakthru Beverage Minnesot         Credit Liquor Merchandise         .15           5891 Breakthru Beverage Minnesot         Cred	5891	<del>-</del>	•	1.15
5891         Breakthru Beverage Minnesot         Friejht Charge         4,285.54           5891         Breakthru Beverage Minnesot         Friejht Charge         34.50           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         1,088.00           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         555.99           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         555.99           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         90.00           5891         Breakthru Beverage Minnesot         Friejht Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         1.27.75           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         1.27.75           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         1.27.75 <td>5891</td> <td></td> <td>Liquor Store Merchandise</td> <td>.06</td>	5891		Liquor Store Merchandise	.06
5891         Breakthru Beverage Minnesot         Freight Charge         1,088.00           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         1,088.00           5891         Breakthru Beverage Minnesot         555.99           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         2.59           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         90.00           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         269.85           5891         Breakthru Beverage Minnesot         Freight Charge         3.45           5891         Breakthru Beverage Minnesot         Credit Charge         1.5           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         162.00           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         179.00-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         179.00-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         2.45-	5891		·	6.90
5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         1,088.00           5891         Breakthru Beverage Minnesot         Freight Charge         255.99           5891         Breakthru Beverage Minnesot         Freight Charge         2.59           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         90.00           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         299.85           5891         Breakthru Beverage Minnesot         Freight Charge         3.45           5891         Breakthru Beverage Minnesot         Freight Charge         3.45           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         162.00           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75           5891         Breakthru Beverage Minnesot         Credit Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         185.00           5891         Breakthru Beverage Minesot         Credit Liquor Merchandise         244	5891	Breakthru Beverage Minnesot	Liquor Store Merchandise	4,285.54
5891         Breakthru Beverage Minnesot         Freight Charge         10.35           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         55.59           5891         Breakthru Beverage Minnesot         Freight Charge         2.59           5891         Breakthru Beverage Minnesot         Freight Charge         9.00           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Freight Charge         3.45           5891         Breakthru Beverage Minnesot         Freight Charge         3.45           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         156.00           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         185.00           5891         Breakthru Beverage Minesot         Credit Liquor Merchandise         24.50	5891	Breakthru Beverage Minnesot	Freight Charge	34.50
5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         555.99           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         2.59           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         269.85           5891         Breakthru Beverage Minnesot         Liquor Store Merchandise         3.45           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Freight Charge         1.15           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         156.00-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         27.75-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         179.00-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         185.00-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         1.15-           5891         Breakthru Beverage Minnesot         Credit Liquor Merchandise         2.30-           7otal Breakthru Beverage Minesot         Credit Freight Charge	5891	Breakthru Beverage Minnesot	Liquor Store Merchandise	1,088.00
5881Breakthru Beverage MinnesotFreight Charge2.595891Breakthru Beverage MinnesotLiquor Store Merchandise90.005891Breakthru Beverage MinnesotFreight Charge1.155891Breakthru Beverage MinnesotFreight Charge3.455891Breakthru Beverage MinnesotFreight Charge3.455891Breakthru Beverage MinnesotFreight Charge1.155891Breakthru Beverage MinnesotFreight Charge1.155891Breakthru Beverage MinnesotCredit Liquor Merchandise156.00-5891Breakthru Beverage MinnesotCredit Liquor Merchandise27.75-5891Breakthru Beverage MinnesotCredit Liquor Merchandise179.00-5891Breakthru Beverage MinnesotCredit Liquor Merchandise185.00-5891Breakthru Beverage MinnesotCredit Liquor Merchandise1.15-5891Breakthru Beverage MinnesotCredit Freight Charge3.45-5891Breakthru Beverage MinnesotCredit Liquor Merchandise244.50-5891Breakthru Beverage MinnesotCredit Liquor Merchandise244.50-5891Breakthru Beverage MinnesotCredit Freight Charge2.30-Total Breakthru Beverage Sales L.P.Credit Liquor Merchandise36.65-5516Capitol Beverage Sales L.P.Credit Liquor Merchandise36.65-5516Capitol Beverage Sales L.P.Credit Liquor Merchandise36.65-1140Cintas CorporationRug & Towel Rentals & Maint Supplies - Liquor St	5891	Breakthru Beverage Minnesot	Freight Charge	10.35
5891         Breakthru         Beverage Minnesot         Liquor Store Merchandise         90.00           5891         Breakthru         Beverage Minnesot         1.15           5891         Breakthru         Beverage Minnesot         Liquor Store Merchandise         269.85           5891         Breakthru         Beverage Minnesot         162.00           5891         Breakthru         Beverage Minnesot         1.15           5891         Breakthru         Beverage Minnesot         1.60           5891         Breakthru         Beverage Minnesot         1.76           5891         Breakthru         Beverage M	5891	Breakthru Beverage Minnesot	Liquor Store Merchandise	555.99
5891         Breakthru Beverage Minnesot         Freight Charge         1,15           5891         Breakthru Beverage Minnesot         1,16           5891         Breakthru Beverage Minnesot         1,16           5891         Breakthru Beverage Minnesot         162,00           5891         Breakthru Beverage Minnesot         1,15           5891         Breakthru Beverage Minnesot         1,16           5891         Breakthru Beverage Minnesot         1,15           5891         Breakthru Beverage Minnesot         1,15           5891         Breakthru Beverage Minn		Breakthru Beverage Minnesot	Freight Charge	2.59
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5891Breakthru Beverage MinnesotFreight Charge3.455891Breakthru Beverage Minnesot162.005891Breakthru Beverage Minnesot1.155891Breakthru Beverage Minnesot1.60.005891Breakthru Beverage Minnesot1.155891Breakthru Beverage Minnesot1.155892Breakthru Beverage Minnesot1.155893Breakthru Beverage Minnesot1.155894Breakthru Beverage Minnesot2.065916Capitol Beverage Sales L.P.1.15Total Capitol Beverage Sales L.P.1.151140Cintas CorporationRug & Towel Rentals & Maint Supplies - Liquor Store3.41.311170City Laundering Co.<		Breakthru Beverage Minnesot		
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5891BreakthruBeverage MinnesotFreight Charge1.155891BreakthruBeverage Minnesot156.00-5891BreakthruBeverage Minnesot27.75-5891BreakthruBeverage Minnesot27.75-5891BreakthruBeverage Minnesot27.75-5891BreakthruBeverage MinnesotCredit Liquor Merchandise179.00-5891BreakthruBeverage MinnesotCredit Freight Charge3.45-5891BreakthruBeverage MinnesotCredit Liquor Merchandise185.00-5891BreakthruBeverage MinnesotCredit Liquor Merchandise1.15-5891BreakthruBeverage MinnesotCredit Liquor Merchandise244.50-5891BreakthruBeverage MinnesotCredit Liquor Merchandise244.50-5891BreakthruBeverage MinnesotCredit Liquor Merchandise2.30-Total BreakthruBeverage MinnesotSpirits Inc:5,960.385516Capitol Beverage Sales L.P.Credit Liquor Store Merchandise36.65-5516Capitol Beverage Sales L.P.Liquor Store Merchandise216.78Total Capitol Beverage Sales L.P.Rug & Towel Rentals & Maint Supplies - Liquor Store341.311170City Laundering Co.Rugs - Fire Hall43.73Total City Laundering Co.Rugs - Fire Hall43.731336Crystal Springs IceLiquor Store Merchandise40.761396Dahlheimer Beverage, LLCLiquor - Merchandise8,046.50 <td></td> <td>_</td> <td></td> <td></td>		_		
5891BreakthruBeverage Minnesot FreakthruCredit Liquor Merchandise Credit Liquor Merchandise156.00- Credit Liquor Merchandise5891BreakthruBeverage Minnesot Delivery Merchandise27.75- Credit Liquor Merchandise1.15- Credit Liquor Merchandise5891BreakthruBeverage Minnesot Deverage MinnesotCredit Liquor Merchandise179.00-5891BreakthruBeverage Minnesot Deverage MinnesotCredit Liquor Merchandise185.00-5891BreakthruBeverage MinnesotCredit Liquor Merchandise1.15-5891BreakthruBeverage MinnesotCredit Liquor Merchandise244.50-5891BreakthruBeverage MinnesotCredit Liquor Merchandise244.50-5891BreakthruBeverage MinnesotCredit Liquor Merchandise236.65-5516Capitol Beverage Sales L.P.Credit Liquor Store Merchandise36.65-5516Capitol Beverage Sales L.P.Credit Liquor Store Merchandise36.65-5516Capitol Beverage Sales L.P.Liquor Store Merchandise216.78Total Capitol Beverage Sales L.P.Rug & Towel Rentals & Maint Supplies - Liquor Store341.311170City Laundering Co.Rugs - Fire Hall43.73Total City Laundering Co.Rugs - Fire Hall43.73Total Crystal Springs IceLiquor Store Merchandise40.761336Crystal Springs IceDelivery Charge4.00Total Crystal Springs IceLiquor - Merchandise8,046		<del>-</del>	•	
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Total Capitol Beverage Sales L.P.: 180.13  1140 Cintas Corporation Rug & Towel Rentals & Maint Supplies - Liquor Store 341.31  Total Cintas Corporation: 341.31  1170 City Laundering Co. Rugs - Fire Hall 43.73  Total City Laundering Co.: 43.73  1336 Crystal Springs Ice Liquor Store Merchandise 401.76 1336 Crystal Springs Ice Delivery Charge 4.00  Total Crystal Springs Ice: 405.76  1396 Dahlheimer Beverage, LLC Liquor - Merchandise 8,046.50 1396 Dahlheimer Beverage, LLC Credit Liquor Merchandise 4.00-	Т	otal Breakthru Beverage MN Wind	e & Spirits Inc:	5,960.38
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1140 Cintas Corporation Rug & Towel Rentals & Maint Supplies - Liquor Store 341.31  Total Cintas Corporation: 341.31  1170 City Laundering Co. Rugs - Fire Hall 43.73  Total City Laundering Co.: 43.73  1336 Crystal Springs Ice Liquor Store Merchandise 401.76 1336 Crystal Springs Ice Delivery Charge 4.00  Total Crystal Springs Ice: 405.76  1396 Dahlheimer Beverage, LLC Liquor - Merchandise 8,046.50 1396 Dahlheimer Beverage, LLC Credit Liquor Merchandise 4.00-	5516	Capitol Beverage Sales L.P.	Liquor Store Merchandise	216.78
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1336Crystal Springs IceDelivery Charge4.00Total Crystal Springs Ice:405.761396Dahlheimer Beverage, LLCLiquor - Merchandise8,046.501396Dahlheimer Beverage, LLCCredit Liquor Merchandise4.00-	1336	Crystal Springs Ice	Liquor Store Merchandise	401.76
1396 Dahlheimer Beverage, LLC Liquor - Merchandise 8,046.50 1396 Dahlheimer Beverage, LLC Credit Liquor Merchandise 4.00-			·	
1396 Dahlheimer Beverage, LLC Credit Liquor Merchandise 4.00-	Т	otal Crystal Springs Ice:		405.76
1396 Dahlheimer Beverage, LLC Credit Liquor Merchandise 4.00-	1396	Dahlheimer Beverage, LLC	Liguor - Merchandise	8.046.50
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	1396	<b>O</b> ,	Liquor - Merchandise	1,195.80

City of C		Payment Approval Report - Bills List eport dates: 10/29/2024-10/30/2024 Oct	Page: 3 30, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	19,611.85
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	79.80-
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	26.00-
To	otal Dahlheimer Beverage, LLC:		28,744.35
5509	Thomsen, Dean A	Window Cleaning Liquor Store - Cooler Doors & Entry	140.24
To	otal Dean Thomsen:		140.24
969	Cardmember Service	Zoom Video Workplace Pro Monthly	17.25
969	Cardmember Service	Dropbox Subscription	19.99
969	Cardmember Service	Lodging for Sex Crimes Conference	139.54
969	Cardmember Service	LMC Fall Safety & Loss Control Workshop	60.00
969	Cardmember Service	MCPA Fall Webinar Series	250.00
To	otal Elan Financial Services:		486.78
6147	Fast Signs	Downtown Facade Grant -117 Main St S	1,841.78
Te	otal Fast Signs:		1,841.78
1921	Ferguson Waterworks	Repair & Maint - Hydrants	1,850.95
T	otal Ferguson Waterworks #2518	:	1,850.95
2166	Grainger	Misc Operating Supplies - Wastewater	41.80
T	otal Grainger:		41.80
2341	Hawkins, Inc.	Chemicals - Wastewater	.00
2341	Hawkins, Inc.	Chemicals - Wastewater	.00
2341	Hawkins, Inc.	Chemicals - Wastewater	2,029.60
2341	Hawkins, Inc.	Chemicals - Water	2,376.20
Т	otal Hawkins, Inc.:		4,405.80
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	1,401.25
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	10,325.00
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	73.75
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	73.75
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	73.75
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	1,327.50
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	1,475.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	8,850.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	3,700.40
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	3,364.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	5,046.00 4,205.00
5250	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	4,200.00

City of Cambridge		Payment Approval Report - Bills List eport dates: 10/29/2024-10/30/2024	Page: 4 Oct 30, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	841.00
3258		Health Insurance December	31,958.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	3,364.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	2,539.82
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	841.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	252.30
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	3,633.12
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	3,666.76
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	1,682.00
	I.U.O.E. Local 49 Fringe Bene	Health Insurance December	6,728.00
T	otal I.U.O.E. Local 49 Fringe Ben	efit Fund:	95,421.40
2701	Isanti Rental, Inc.	Repair & Maint Supp - Bldgs - Fire	208.50
2701	Isanti Rental, Inc.	Repair and Maint Supplies Veh/Eq - Streets	32.43
T	otal Isanti Rental, Inc.:		240.93
2416	John Hirsch's Cambridge Mot	Repair & Maint Supplies Veh/Eq - Police	200.40
	John Hirsch's Cambridge Mot	Repair & Maint Labor Veh/Eq - Police	551.55
Т	otal John Hirsch's Cambridge Mo	tors:	751.95
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	6,328.90
2796	Johnson Brothers Liquor Co	Delivery Charge	99.49
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	1,178.32
2796	Johnson Brothers Liquor Co	Delivery Charge	21.83
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	797.50
2796	Johnson Brothers Liquor Co	Delivery Charge	10.92
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	344.25
2796	Johnson Brothers Liquor Co	Delivery Charge	5.46
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	4,353.40
2796	Johnson Brothers Liquor Co	Delivery Charge	76.74
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	3,210.75
2796	Johnson Brothers Liquor Co	Delivery Charge	72.80
Т	otal Johnson Bros - St Paul:		16,500.36
3261	Locators & Supplies Inc.	Misc Operating Supplies - Streets	69.66
Т	otal Locators & Supplies Inc.:		69.66
2276	Marco Tochnologica LLC	Mice Professional Services Liquer Store	690.40
3376 3376	<u> </u>	Misc Professional Services - Liquor Store Security Camera - Liquor Store	369.37
Т	otal Marco Technologies LLC:		1,059.77
3461	McDonald Distributing Compa	Credit Liquor Merchandise	153.40-
3461	McDonald Distributing Compa	Keg Return	30.00-

City of Cambridge		Payment Approval Report - Bills List eport dates: 10/29/2024-10/30/2024	Page: 5 Oct 30, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
3461	McDonald Distributing Compa	Liquor Store Merchandise	9,331.39
3461	McDonald Distributing Compa	Keg Deposit	30.00
To	otal McDonald Distributing Compa	any:	9,177.99
3521	Menards	Misc Operating Supplies - Wastewater	37.49
3521	Menards	Misc Operating Supplies - Parks	105.16
3521	Menards	Maintenance Supplies - City Hall	79.99
3521	Menards	Misc Operating Supplies - Parks	61.03
3521	Menards	Misc Operating Supplies - Police	24.50
3521	Menards	Misc Operating Supplies - Parks	28.37
3521	Menards	Shop Maintenance Supplies - Fire	10.15
3521	Menards	Cleanng Supplies - Liquor Store	9.94
		<del>-</del>	
3521	Menards	Misc Operating Supplies - Parks	75.53
3521	Menards	Misc Operating Supplies - Parks	25.44
3521	Menards	Misc Operating Supplies - Water	10.96
Т	otal Menards:		468.56
3927	Mobotrex, Inc	Signal Light Repairs	114.00
Т	otal Mobotrex, Inc:		114.00
6146	Morris Electronics, Inc	Misc Professional Services - Police	62.50
Т	otal Morris Electronics, Inc:		62.50
4426	Paustis Wine Company	Liquor Store - Merchandise	1,756.00
		•	20.00
4426	Paustis Wine Company	Freight Charge	20.00
Т	otal Paustis Wine Company:		1,776.00
4476	Phillips Wine & Spirits	Liquor Store Merchandise	2,260.92
4476	Phillips Wine & Spirits	Freight Charge	50.05
4476	Phillips Wine & Spirits	Liquor Store Merchandise	2,344.62
4476	Phillips Wine & Spirits	Freight Charge	65.52
Т	otal Phillips St Paul:		4,721.11
4916	Rum River Cross Country Ski	Ski Trail Grooming	825.00
Т	otal Rum River Cross Country Sk	ki Club:	825.00
5140	Sir Lines-A-Lot	Cambridge 2024 Pavement Markings	26,852.28
Т	otal Sir Lines-A-Lot:		26,852.28
5181	Southern Glazer's of MN	Liquor Store Merchandise	5,762.73
0,01	Southern Glazer's of MN	Delivery Charge	79.15

City of Cambridge		Payment Approval Report - Bills List Report dates: 10/29/2024-10/30/2024 Oct 30	Page: 6 0, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
5181		Liquor Store Merchandise	125.00
5181	Southern Glazer's of MN	Delivery Charge	7.75
5181	Southern Glazer's of MN	Liquor Store Merchandise	1,630.50
5181	Southern Glazer's of MN	Delivery Charge	40.43
To	otal Southern Glazer's of MN:		7,645.56
5251	Star - 26207	Legal Notice - Planning Commission Meeting	9.75
5251	Star - 26207	Advertising - Sealed Bid Vehicles	116.60
5251	Star - 26207	Legal Notice - 2025 Street Improvements	15.99
5251	Star - 26207	Legal Notice - 2025 Street Improvement Proposed Ass	39.78
To	otal Star - 26207:		182.12
5301	Steve's Tire Inc	Repairs and Maint Supplies Veh/Eq - Police	518.32
5301	Steve's Tire Inc	Repairs and Maint Labor Veh/Eq - Police	230.00
To	otal Steve's Tire Inc:		748.32
5321	Streicher's - Minneapolis	Uniform Allowance - Fire	21.99
5321	Streicher's - Minneapolis	Miscellaneous Oper Supplies - Single Earpiece	129.99
To	otal Streicher's - Minneapolis:		151.98
5433	Tenvoorde Ford, Inc	2025 Ford Police Utility AWD K8A S - Contract #24426	41,516.88
To	otal Tenvoorde Ford, Inc:		41,516.88
5524	Thunder Brothers Brewery, In	Liquor Store Merchandise	144.00
To	otal Thunder Brothers Brewery, I	nc:	144.00
5541	Titan Machinery	Repair & Maint Supplies Veh/Eq - Streets	11,008.04
T	otal Titan Machinery:		11,008.04
5801	Verizon Wireless	wireless phone service - Building	41.39
5801	Verizon Wireless	wireless phone service - Maintenance	20.69
5801	Verizon Wireless	wireless phone service - Police	640.18
5801	Verizon Wireless	wireless phone service - Streets	35.01
5801	Verizon Wireless	wireless phone service - Water	35.01
5801	Verizon Wireless	wireless phone service - Wastewater	101.34
5801	Verizon Wireless	wireless phone service - Wastewater	35.01
T	otal Verizon Wireless:		908.63
5816	Viking Coca-Cola Bottling Co	Liquor Store Merchandise	456.35

City of Cambridge		Payment Approval Report - Bills List Report dates: 10/29/2024-10/30/2024 O	Page: 7 oct 30, 2024 11:59AM
Vendor	Vendor Name	Description	Net Invoice Amount
T	otal Viking Coca-Cola Bottling Co	D:	456.35
5864	Walker Methodist Levande, L	Wraps for Council Meeting	135.00
Т	otal Walker Methodist Levande,	LLC:	135.00
5886 5886 5886	Watson Co., Inc. Watson Co., Inc. Watson Co., Inc.	Liquor Store Merchandise Misc Operating Supplies - Liquor Store Fuel Charge	2,148.28 380.07 6.00
Т	otal Watson Co., Inc.:		2,534.35
5965 5965	White Bear IT Solutions LLC White Bear IT Solutions LLC	Hardware - Police Dept Service Vespasian Technology & Userlock Renewal	2,255.00 2,500.00
Т	otal White Bear IT Solutions LLC	);	4,755.00
G	Grand Totals:		292,573.45

Dated: 16/30/29
easurer: Cawline mul

City Treasurer: \_

Check Register - Summary Report

Page: 1

Check Issue Dates: 10/30/2024 - 10/30/2024 Oct 30, 2024 12:12PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/24	10/30/2024	130598	70	Adams Pest Control - Main	610-20100	80.91
10/24	10/30/2024	130599	175	Amazon Capital Services, Inc.	101-20100	884.63
10/24	10/30/2024	130600	306	ARC Irrigation, LLC	101-20100	440.00
10/24	10/30/2024	130601	6142	Arrow Fence Co	601-20100	10,470.00
10/24	10/30/2024	130602	319	Artisan	610-20100	83.05
10/24	10/30/2024	130603	521	Bellboy Corporation	610-20100	2,763.80
10/24	10/30/2024	130604	551	Bernick's	610-20100	5,136.79
10/24	10/30/2024	130605	586	Bjorklund Companies LLC	101-20100	43.52
10/24	10/30/2024	130606	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	5,960.38
10/24	10/30/2024	130607	5516	Capitol Beverage Sales L.P.	610-20100	180.13
10/24	10/30/2024	130608	1140	Cintas Corporation	610-20100	341.31
10/24	10/30/2024	130609	1170	City Laundering Co.	101-20100	43.73
10/24	10/30/2024	130610	1336	Crystal Springs Ice	610-20100	405.76
10/24	10/30/2024	130611	1396	Dahlheimer Beverage, LLC	610-20100	28,744.35
10/24	10/30/2024	130612	5509	Dean Thomsen	610-20100	140.24
10/24	10/30/2024	130613	969	Elan Financial Services	101-20100	486.78
10/24	10/30/2024	130614	6147	Fast Signs	225-20100	1,841.78
10/24	10/30/2024	130615	1921	Ferguson Waterworks #2518	601-20100	1,850.95
10/24	10/30/2024	130616	2166	Grainger	602-20100	41.80
10/24	10/30/2024	130617	2341	Hawkins, Inc.	601-20100	4,405.80
10/24	10/30/2024	130618	3258	I.U.O.E. Local 49 Fringe Benefit Fund	602-20100	23,600.00
10/24	10/30/2024	130619	3258	I.U.O.E. Local 49 Fringe Benefit Fund	610-20100	71,821.40
10/24	10/30/2024	130620	2701	Isanti Rental, Inc.	101-20100	240.93
10/24	10/30/2024	130621	2416	John Hirsch's Cambridge Motors	101-20100	751.95
10/24	10/30/2024	130622	2796	Johnson Bros - St Paul	610-20100	16,500.36
10/24	10/30/2024	130623	3261	Locators & Supplies Inc.	101-20100	69.66
10/24	10/30/2024	130624	3376	Marco Technologies LLC	610-20100	1,059.77
10/24	10/30/2024	130625	3461	McDonald Distributing Company	610-20100	9,177.99
10/24	10/30/2024	130626	3521	Menards	601-20100	468.56
10/24	10/30/2024	130627	3927	Mobotrex, Inc	604-20100	114.00
10/24	10/30/2024	130628	6146	Morris Electronics, Inc	101-20100	62.50
10/24	10/30/2024	130629	4426	Paustis Wine Company	610-20100	1,776.00
10/24	10/30/2024	130630	4476	Phillips St Paul	610-20100	4,721.11
10/24	10/30/2024	130631	4916	Rum River Cross Country Ski Club	101-20100	825.00
10/24	10/30/2024	130632	5140	Sir Lines-A-Lot	101-20100	26,852.28
10/24	10/30/2024	130633	5181	Southern Glazer's of MN	610-20100	7,645.56
10/24	10/30/2024	130634	5251	Star - 26207	101-20100	182.12
10/24	10/30/2024	130635	5301	Steve's Tire Inc	101-20100	748.32
. 10/24	10/30/2024	130636	5321	Streicher's - Minneapolis	101-20100	151.98
10/24	10/30/2024	130637		Tenvoorde Ford, Inc	230-20100	41,516.88
10/24	10/30/2024	130638	5524	Thunder Brothers Brewery, Inc	610-20100	144.00
10/24	10/30/2024	130639	5541	Titan Machinery	101-20100	11,008.04
10/24	10/30/2024	130640	5801	Verizon Wireless	602-20100	908.63
10/24	10/30/2024	130641	5816		610-20100	456.35
10/24	10/30/2024	130642	5864		101-20100	135.00
10/24	10/30/2024	130643	5886	Watson Co., Inc.	610-20100	2,534.35
10/24	10/30/2024	130644	5965		101-20100	4,755.00
Gran	nd Totals:					292,573.45

City of Cambridge		Payment Approval Report - Bills List Report dates: 10/31/2024-10/31/2024	Page: 1 Oct 31, 2024 10:38AM
Vendor	Vendor Name	Description	Net Invoice Amount
661	Boyle, Eugene G.	Electrical Billing 11-01-2024	15,807.78
Т	otal Eugene G. Boyle:		15,807.78
Grand Totals:			15,807.78

Dated: 10/31/24

City Treasurer: Caroline mve

City of Cambridge			Check Register - Summary Report Check Issue Dates: 10/31/2024 - 10/31/2024			Page: 1 Oct 31, 2024 10:40AM
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/24	10/31/2024	130645	661	Eugene G. Boyle	101-20100	15,807.78
Grand Totals:						15,807.78

City of Cambridge		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024	Page: 1 Nov 07, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
44	Absolute Portable Restrooms	Handicap Unit - Ice Rink	95.00
To	otal Absolute Portable Restrooms	:	95.00
175 175 175 175 175 175	Amazon Capital Services, Inc. Amazon Capital Services, Inc.	Misc Operating Supplies - Police Envelopes - Finance Office Supplies - Admin Office Supplies - Finance Misc Operating Supplies - Parks Signs - Dog Park Office Supplies - Planning Parks Arts & Programming	147.96 46.87 91.36 118.29 322.96 112.56 16.82 104.79
To	otal Amazon Capital Services, Inc	)	961.61
196 196	American Payment Center American Payment Center	Oper Supplies - Plant Equip Oper Supplies - Plant Equip	43.50 43.50
Te	otal American Payment Centers:		87.00
265	Ann River Winery	Liquor Store Merchandise	478.20
Te	otal Ann River Winery:		478.20
306 306	ARC Irrigation, LLC ARC Irrigation, LLC	Winterization - Central Greens Winterization - Sandquist Park	575.00 1,150.00
T	otal ARC Irrigation, LLC:		1,725.00
439	Barnum Gate Services, Inc.	Repair & Maint Labor Veh/Eq - Water Plant	555.00
T	otal Barnum Companies, Inc.:		555.00
521	Bellboy Corporation	Liquor Store Merchandise	804.00
T	otal Bellboy Corporation:		804.00
551 551 551	Chas A. Bernick Inc. Chas A. Bernick Inc. Chas A. Bernick Inc.	Liquor Store Merchandise Liquor Store Merchandise Liquor Store Merchandise	3,847.90 274.20 206.77-
Т	otal Bernick's:		3,915.33
5891 5891 5891 5891	<u> </u>	Liquor Store Merchandise Freight Charge Liquor Store Merchandise Freight Charge	2,852.50 35.65 180.11 2.30

City of Cambridge		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024 No	Page: 2 v 07, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Breakthru Beverage MN W	ine & Spirits Inc:	3,070.56
706	Britz Store Equipment, Inc.	Repairs - Doors - Liquor Store	505.11
To	otal Britz Store Equipment, Inc.	:	505.11
735	BS&A Software	Online Permit Application Fees	63.00
To	otal BS&A Software:		63.00
5516	Capitol Beverage Sales L.P.	Liquor Store Merchandise	734.08
To	otal Capitol Beverage Sales L.F	o.:	734.08
1140	Cintas Corporation	Rug Rentals - Street Dept	34.36
1140	Cintas Corporation	Uniform Rental - Maintenance	4.75
1140	Cintas Corporation	Uniform Rental - Parks	8.74
1140	Cintas Corporation	Uniform and Rug Rentals - Water/Wastewater	206.41
1140	Cintas Corporation	Uniform, Rug, Towel Rentals - Street Dept	181.84
1140	Cintas Corporation	Uniform Rental - Parks	10.95
1140	Cintas Corporation	Rug & Towel Rentals - Street Dept	44.13
1140	Cintas Corporation	Uniform Rental - Maintenance	4.87
1140	Cintas Corporation	Uniform Rental - Parks	8.96
1140	Cintas Corporation	Uniform and Rug Rentals - Water/Wastewater	268.82
1140	Cintas Corporation	Uniform Rental - Streets	147.35
1140	Cintas Corporation	Uniform Rental - Parks	11.22
1140	Cintas Corporation	Rug Rentals - Police Dept	26.58
1140	Cintas Corporation	Rug & Towel Rentals - Liquor Store	162.90
1140	Cintas Corporation	First Aid Supplies - City Hall	144.00
1140	Cintas Corporation	First Aid Supplies - Police Dept	186.30
1140	Cintas Corporation	First Aid Supplies - Fire Dept	94.72
1140	Cintas Corporation	First Aid Supplies - Street Dept	155.24
1140	Cintas Corporation	First Aid Supplies - Wastewater	158.05
1140	Cintas Corporation	First Aid Supplies - Liquor Store	40.80
To	otal Cintas Corporation:		1,900.99
1236	Comm of MMB, Treasury Div	Admin Traffic Citation Fines - October	60.00
T	otal Comm of MMB, Treasury l	Div:	60.00
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	1,559.15
1396	Dahlheimer Beverage, LLC	Liquor Store Merchandise	23,738.25
1396	Dahlheimer Beverage, LLC	Credit Liquor Merchandise	367.90
T	otal Dahlheimer Beverage, LL0	D:	24,929.50
5509	Thomsen, Dean A	Window Cleaning Liquor Store - Cooler Doors & Entry	140.24

City of C	_	Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024 Nov 0	Page: 3 7, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
Te	otal Dean Thomsen:		140.24
1826	ESS Brothers & Sons, Inc.	Repair & Maint - Sanitary Sewer	1,374.00
T	otal ESS Brothers & Sons, Inc.:		1,374.00
2067	GDO Law	Prosecution Service - November	4,166.67
T	otal GDO Law:		4,166.67
2146 2146	Gopher State One-Call Inc. Gopher State One-Call Inc.	FTP Tickets FTP Tickets	94.50 94.50
T	otal Gopher State One Call:		189.00
2170 2170	Granicus SAAS Granicus SAAS	govAccess - Maintenance, Hosting, & Licensing Fee - govAccess - Maintenance, Hosting, & Licensing Fee -	6,188.15 562.55
Т	otal Granicus:		6,750.70
2245	Guardian Fleet Safety, LLC	Build Configuration Police Vehicle - 2024 Ford PIU	22,617.86
Т	otal Guardian Fleet Safety:		22,617.86
2271	Hach Company	Wastewater Lab Supplies	114.00
Т	otal Hach Company:		114.00
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance December - New Hire	1,682.00
Т	otal I.U.O.E. Local 49 Fringe Ben	nefit Fund:	1,682.00
2681 2681	Isanti County Sheriff's Office Isanti County Sheriff's Office	RMS Monthly Maintenance - November RMS Monthly Maintenance - October	168.24 168.24
Т	otal Isanti County Sheriff's Office	:	336.48
2416	John Hirsch's Cambridge Mot	Repair & Maint Supplies Veh/Eq - Police	122.43
Т	otal John Hirsch's Cambridge Mo	otors:	122.43
2796 2796 2796 2796 2796 2796 2796	Johnson Brothers Liquor Co Johnson Brothers Liquor Co	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Freight Charge Liquor Store Merchandise Delivery Charge Liquor Store Merchandise	680.00 7.28 3,382.99 34.58 6,468.00 220.52 1,001.00

City of Cambridge		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024 Nov 0	Page: 4 7, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
2796 2796	Johnson Brothers Liquor Co Johnson Brothers Liquor Co	Delivery Charge Liquor Store Merchandise	22.14 598.30
2796	Johnson Brothers Liquor Co	Delivery Charge	11.15
2796	Johnson Brothers Liquor Co	Liquor Store Merchandise	3,106.70
2796	Johnson Brothers Liquor Co	Delivery Charge	107.84
To	otal Johnson Bros - St Paul:		15,640.50
2931	Kimball Midwest	Small Tools & Equipment - Street Dept	302.08
To	otal Kimball Midwest:		302.08
3151	League of Minnesota Cities	APMP Conference - Admin	50.00
To	otal League of Minnesota Cities:		50.00
3201	Lexipol, LLC	Annual Law Enforcement Policy Undates	3,608.24
3201	Lexipol, LLC	Annual Law Enforcement Policy Updates Annual Law Enforcement Policy Updates	721.65
To	otal Lexipol LLC:		4,329.89
6148	Scherer, Mark	Refund for Credit Bal on Rental Property #1000000496	121.60
To	otal Mark Scherer:		121.60
3411	Martin-McAllister	Public Safety Assessment - Police Dept	1,250.00
To	otal Martin-McAllister:		1,250.00
3461	McDonald Distributing Compa	Credit Liquor Merchandise	18.60
3461	McDonald Distributing Compa	Credit Liquor Merchandise	5.20
3461	McDonald Distributing Compa	Liquor Store Merchandise	3,215.00
3461 3461	McDonald Distributing Compa McDonald Distributing Compa	Liquor Store Merchandise Credit Liquor Merchandise	12,960.90 246.50
3461	McDonald Distributing Compa	Liquor Store Merchandise	7,251.20
3461	McDonald Distributing Compa	Liquor Store Merchandise	500.00
3461	McDonald Distributing Compa	Liquor Store Merchandise	5,436.40
3461	McDonald Distributing Compa	·	32.70
T	otal McDonald Distributing Comp	pany:	29,125.90
3501	MEI Total Elevator Solutions	November Monthly Service - Library	169.32
M	IEI Total Elevator Solutions:		169.32
3521	Menards	Sidewalk Repairs - Streets	37.40
3521	Menards	Misc Operating Supplies - Streets	71.94
3521	Menards	Misc Operating Supplies - Parks	220.28
3521	Menards	Misc Operating Supplies - Wastewater	57.01

City of Cambridge		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024	Page: 5 Nov 07, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
3521	Menards	Misc Operating Supplies - Wastewater	15.48
3521	Menards	Misc Operating Supplies - Wastewater	58.00
3521	Menards	Misc Operating Supplies - Fire	32.09
3521	Menards	Misc Operating Supplies - Parks	242.04
3521	Menards	Misc Operating Supplies - Streets	13.46
3521	Menards	Small Tools & Equipment - Streets	39.97
3521	Menards	Misc Operating Supplies - Parks	49.99
3521	Menards	Misc Operating Supplies - Wastewater	42.25
3521	Menards	Misc Operating Supplies - Wastewater	33.60
3521	Menards	Misc Operating Supplies - Wastewater	15.96
3521	Menards	Misc Operating Supplies - Wastewater	38.85
3521	Menards	Small Tools & Equipment - Wastewater	139.00
Te	otal Menards:		1,107.32
3543	Metro Sales, Inc.	Ricoh IM C2500 & 2500 Copier Rental - Police	283.78
T	otal Metro Sales, Inc.:		283.78
2636	Minnesota Equipment	Repair & Maint Supplies Veh/Eq - Streets	329.41
2636	Minnesota Equipment	Repair & Maint Supplies Veh/Eq - Streets	154.56
T	otal Minnesota Equipment:		483.97
906	NAPA Central MN	Repair & Maint Supplies Veh/Eq - Police	137.82
906	NAPA Central MN	Repair & Maint Supplies Veh/Eq - Fire	30.89
906	NAPA Central MN	Repair & Maint Supplies Veh/Eq - Streets	1,171.73
906	NAPA Central MN	Repair & Maint Supplies Veh/Eq - Parks	93.75
906	NAPA Central MN	Repair & Maint Supplies Veh/Eq - Airport	566.79
Т	otal NAPA Central MN:		2,000.98
5271	North Folk Winery	Liquor Store Merchandise	252.00
T	otal North Folk Winery:		252.00
4426	Paustis Wine Company	Liquor Store Merchandise	660.00
4426		Freight Charge	6.25
4426	Paustis Wine Company	Liquor Store Merchandise	1,307.00
4426	Paustis Wine Company	Freight Charge	17.50
Т	otal Paustis Wine Company:		1,990.75
4476	Phillips Wine & Spirits	Liquor Store Merchandise	4,893.30
4476	Phillips Wine & Spirits	Delivery Charge	120.12
4476	Phillips Wine & Spirits	Liquor Store Merchandise	3,285.55
4476	Phillips Wine & Spirits	Delivery Charge	125.58

City of C		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024 Nov 07	Page: 6 7, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
To	otal Phillips St Paul:		8,424.55
4640 4640 4640 4640 4640 4640	Q Media Properties LLC Q Media Properties LLC	Advertising - Liquor Store	192.00 60.00 60.00 60.00 154.00
To	otal Q Media Properties LLC:		680.00
4701	Railroad Management Compa	License Fees - 12" Sewer & Two 8" Water Pipeline Cro	834.01
To	otal Railroad Management Comp	any III, LLC:	834.01
5066 5066	Sensus USA, Inc. Sensus USA, Inc.	Autoread Software Support 12/27/24 - 12/26/25 Autoread Software Support 12/27/24 - 12/26/25	925.00 2,775.00
To	otal Sensus USA, Inc.:		3,700.00
5181 5181 5181 5181 5181 5181	Southern Glazer's of MN Southern Glazer's of MN	Liquor Store Merchandise Delivery Charge Liquor Store Merchandise Delivery Charge Merchandise-Liquor Store Delivery Charge	8,625.19 137.33 1,500.15 40.95 76.00 1.55
To	otal Southern Glazer's of MN:		10,381.17
5251 5251	Star - 26207 Star - 26207	Public Notice Council Meeting Minutes Advertising - Sealed Bid Vehicles	8.29 116.60
To	otal Star - 26207:		124.89
5301 5301	Steve's Tire Inc Steve's Tire Inc	Repairs and Maint Supplies Veh/Eq - Police Repairs and Maint Labor Veh/Eq - Police	120.00 680.60
Te	otal Steve's Tire Inc:		800.60
2059	Synchrony Bank	Fees and Interest	3.99
T	otal Synchrony Bank:		3.99
5523	Thryv, Inc.	Advertising Yellow Pages - Liquor Store	83.00
T	otal Thryv:		83.00
5525	Tidal Wave Auto Spa	Car Washes - Building	20.00

City of C	ambridge	Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024 Nov 07	Page: 7 7, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
5525 5525	Tidal Wave Auto Spa Tidal Wave Auto Spa	Car Washes - Fire Car Washes - Police Dept	10.00 160.00
To	otal Tidal Wave Auto Spa:		190.00
5624	TransUnion Risk & Alternative	TLOxp Transactional	75.00
To	otal TransUnion Risk & Alternativ	/e:	75.00
5694 5694 5694	ULINE ULINE ULINE	Office Supplies - Liquor Store Shipping Office Supplies - Liquor Store	126.04 28.90 67.00
To	otal ULINE:		221.94
5692	Uncommon Loon Brewing Co	Liquor Store Merchandise	114.50
Т	otal Uncommon Loon Brewing C	ompany:	114.50
5816 5816	Viking Coca-Cola Bottling Co Viking Coca-Cola Bottling Co	Liquor Store Merchandise Liquor Store Merchandise	233.80 511.90
T	otal Viking Coca-Cola Bottling Co	o:	745.70
5886 5886 5886 5886 5886	Watson Co., Inc.	Credit Misc Operating Supplies - Liquor Store Misc Operating Supplies - Liquor Store Liquor Store Merchandise Misc Operating Supplies - Liquor Store Fuel Charge	13.50- 54.03 2,582.73 87.63 6.00
T	otal Watson Co., Inc.:		2,716.89
5965 5965 5965 5965 5965 5965 5965 5965	White Bear IT Solutions LLC	Service Agreement, Backup Service, Endpoint Protecti	458.25 356.00 458.25 458.25 458.25 2,062.25 458.25 458.25 458.25 458.25
Т	otal White Bear IT Solutions LLC	<b>)</b> :	6,542.50
2182 2182 2182	Winebow Winebow Winebow	Credit Liquor Store Merchandise Liquor Store Merchandise Freight Charges	252.00- 714.00 5.00

City of Cambridge		Payment Approval Report - Bills List Report dates: 11/6/2024-11/7/2024	Page: 8 Nov 07, 2024 11:39AM
Vendor	Vendor Name	Description	Net Invoice Amount
2182 2182	Winebow Winebow	Liquor Store Merchandise Freight Charges	144.00
To	otal Winebow:		612.00
G	rand Totals:		170,736.59

Dated:	(1)	'フ/	24		

City Treasurer: (awhere hwe

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
11/24	11/07/2024	130646	44	Absolute Portable Restrooms	101-20100	95.00
11/24	11/07/2024	130647	175	Amazon Capital Services, Inc.	101-20100	961.61
11/24	11/07/2024	130648	196	American Payment Centers	602-20100	87.00
11/24	11/07/2024	130649	265	Ann River Winery	610-20100	478.20
11/24	11/07/2024	130650	306	ARC Irrigation, LLC	101-20100	1,725.00
11/24	11/07/2024	130651	439	Barnum Companies, Inc.	601-20100	555.00
11/24	11/07/2024	130652	521	Bellboy Corporation	610-20100	804.00
11/24	11/07/2024	130653	551	Bernick's	610-20100	3,915.33
11/24	11/07/2024	130654	5891	Breakthru Beverage MN Wine & Spirits I	610-20100	3,070.56
11/24	11/07/2024	130655	706	Britz Store Equipment, Inc.	610-20100	505.11
11/24	11/07/2024	130656	735	BS&A Software	101-20100	63.00
11/24	11/07/2024	130657	5516	Capitol Beverage Sales L.P.	610-20100	734.08
11/24	11/07/2024	130658	1140	Cintas Corporation	101-20100	942.01
11/24	11/07/2024	130659	1140	Cintas Corporation	101-20100	958.98
11/24	11/07/2024	130660	1236	Comm of MMB, Treasury Div	213-20100	60.00
11/24	11/07/2024	130661	1396	Dahlheimer Beverage, LLC	610-20100	24,929.50
11/24	11/07/2024	130662	5509	Dean Thomsen	610-20100	140.24
11/24	11/07/2024	130663	1826	ESS Brothers & Sons, Inc.	602-20100	1,374.00
11/24	11/07/2024	130664	2067	GDO Law	101-20100	4,166.67
11/24	11/07/2024	130665	2146	Gopher State One Call	602-20100	189.00
11/24	11/07/2024	130666	2170	Granicus	101-20100	6,750.70
11/24	11/07/2024	130667	2245	Guardian Fleet Safety	230-20100	22,617.86
11/24	11/07/2024	130668	2271	Hach Company	602-20100	114.00
11/24	11/07/2024	130669	3258	I.U.O.E. Local 49 Fringe Benefit Fund	101-20100	1,682.00
11/24	11/07/2024	130670	2681	Isanti County Sheriff's Office	101-20100	336.48
11/24	11/07/2024	130671	2416	John Hirsch's Cambridge Motors	101-20100	122.43
11/24 11/24	11/07/2024	130672		Johnson Bros - St Paul Kimball Midwest	610-20100	15,640.50 302.08
11/24	11/07/2024	130673 130675	3151		101-20100	50.00
11/24	11/07/2024 11/07/2024	130676	3201	League of Minnesota Cities Lexipol LLC	101-20100 101-20100	4,329.89
11/24	11/07/2024	130676	6148	•	601-20100	121.60
11/24	11/07/2024	130678	3411	Martin-McAllister	101-20100	1,250.00
11/24	11/07/2024	130679	3461	McDonald Distributing Company	610-20100	29,125.90
11/24	11/07/2024	130680	3501	MEI Total Elevator Solutions	101-20100	169.32
11/24	11/07/2024	130681	3521	Menards	602-20100	1,107.32
11/24	11/07/2024	130682			101-20100	283.78
11/24	11/07/2024	130683	2636	Minnesota Equipment	101-20100	483.97
11/24	11/07/2024	130684		' '	211-20100	2,000.98
11/24	11/07/2024	130685	5271	North Folk Winery	610-20100	252.00
11/24	11/07/2024	130687		Paustis Wine Company	610-20100	1,990.75
11/24		130688		· ·	610-20100	8,424.55
11/24		130689		•	610-20100	680.00
11/24		130690		•	602-20100	834.01
11/24		130691		• • • •	601-20100	3,700.00
11/24		130692			610-20100	10,381.17
11/24		130693		Star - 26207	101-20100	124.89
11/24		130694			101-20100	800.60
11/24		130695			101-20100	3.99
11/24		130696		•	610-20100	83.00
11/24		130697			101-20100	190.00
11/24		130698		·	101-20100	75.00
11/24					610-20100	221.94
11/24		130700		Uncommon Loon Brewing Company	610-20100	114.50
11/24				· · ·	610-20100	745.70
11/24				-	610-20100	2,716.89
11/24					101-20100	6,542.50

City of Cambridge			Check Register - Summary Report Check Issue Dates: 11/7/2024 - 11/7/2024			Page: 2 Nov 07, 2024 11:51AM	
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
Grand	d Totals:					170,736.59	

Prepared by: Jacob Nosbush, City Planner

#### Overview

The request is from Breanna Newcomb, 671 Elins Lake Rd SE, to keep chickens at the property through an Interim Use Permit (IUP). The request is to keep up to six (6) chickens on the property, the maximum allowed by City Code. Properties with less than three (3) acres are allowed up to six (6) chickens. The property is approximately 0.57 Acres.

Concerns raised related to free roaming chickens caused a code enforcement case to be opened on this property, but since then, the owner was made aware, promptly applied for this permit, and became compliant with the City's ban on free ranging. If approved, the applicant will be required to have leg bands on chickens, allowing complaints to be differentiated between existing owners with IUPs such as this site and other non-permitted site owners in the area.

Due to the above concerns, the Planning Commission motioned to recommend approval for only 1 year rather than the standard 2 in order to review compliance sooner.

In addition, a run is required to be attached to the coop since the property is less than five (5) acres (no free ranging). Coop pictures were submitted, but it is unclear if the coop as shown meets the required setbacks as identified for accessory structures. The coop needs to be 10' from the side property line and 30' from any adjacent residential dwellings.

#### **Planning Commission Action**

The Planning Commission made a unanimous (7/0) motion to approve the draft Resolution as presented to allow an Interim Use Permit for one (1) year to allow up to six (6) chickens on the property as long as the conditions listed can be met.

#### Conditions:

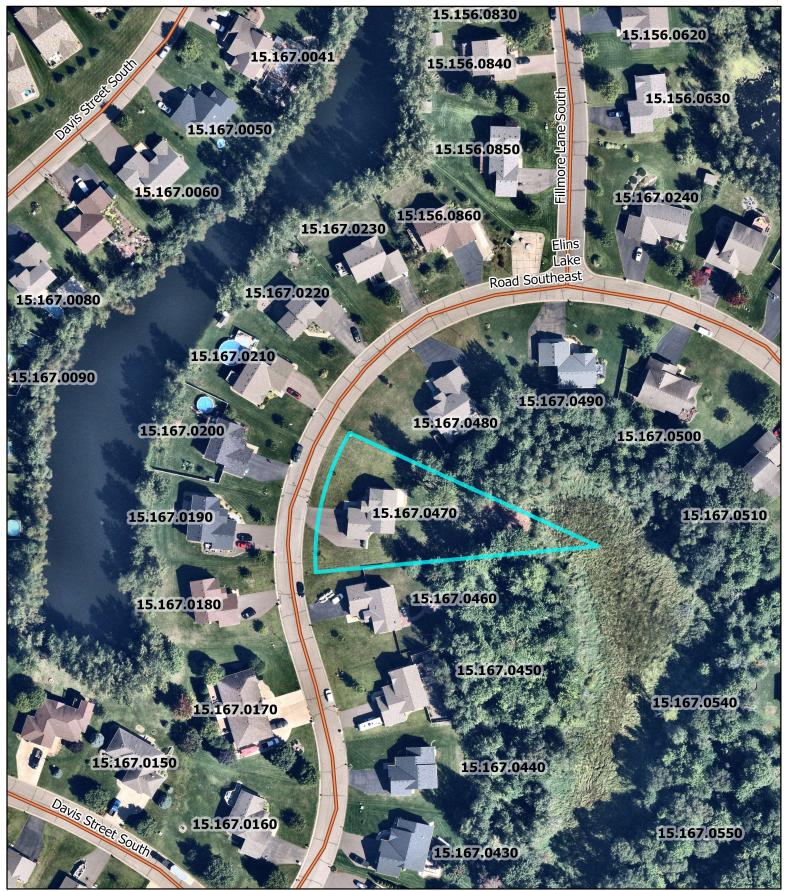
- 1. A site visit must be completed by Staff to confirm that there is no nuisance to neighbors being created and to confirm compliance with setbacks.
- 2. The Interim Use Permit is non-transferrable and only issued to Breanna Newcomb, 671 Elins Lake Rd SE.
- 3. The Interim Use Permit shall expire on November 18, 2025.
- 4. Section 156.067 Keeping of Fowl of the City Code must be met at all times, including but not limited to:
  - a. leg banding is required and serial numbers must be submitted to City.
  - b. no roosters shall be kept on the property
  - c. no sale of eggs
  - d. no free ranging fowl

#### **City Council Action**

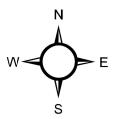
Motion to approve Resolution R24-093 as presented with the above conditions.

#### Attachments

- 1. Site Map
- 2. Coop Picture
- 3. Draft Resolution



Interim Use Permit request- Chickens 671 Elins Lake Rd SE





#### Resolution No. R24-093

#### RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW THE KEEPING OF FOWL 671 ELINS LAKE RD SE

**WHEREAS,** Breanna Newcomb, 671 Elins Lake Rd SE, Cambridge, MN, 55008, representative of the property located at:

Lot 15, Block 3, Bridgewater Third Addition, Isanti County, Minnesota

has applied for an Interim Use Permit to allow the keeping of Fowl on the property; and

**WHEREAS,** the Planning Agency of the City has completed a review of the application and made a report pertaining to said request, a copy of which has been presented to the City Council; and

**WHEREAS,** the Planning Commission of the City, on the 6<sup>th</sup> day of November, 2024, following proper notice, held a public hearing to review the Interim Use Permit request; and

**WHEREAS**, the Planning Commission recommended approval of the Interim Use Permit as long as the conditions are met; and

**WHEREAS**, the City Council, on the 18<sup>th</sup> day of November, 2024, reviewed the Planning Commission's recommendation and the information prepared by the Planning Agency of the City and found that the Interim Use for the keeping of certain fowl is reasonable and compatible with the City's Comprehensive Plan and Zoning code.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of Cambridge, Minnesota, approves the Interim Use Permit for one (1) year to allow up to six (6) fowl on the property as long as the conditions listed can be met.

#### Conditions:

- 1. A site visit must be completed by Staff to confirm that there is no nuisance to neighbors being created and to confirm compliance with setbacks.
- 2. The Interim Use Permit is non-transferrable and only issued to Breanna Newcomb, 671 Elins Lake Rd SF
- 3. The Interim Use Permit shall expire on November 18, 2025.
- 4. Section 156.067 Keeping of Fowl of the City Code must be met at all times, including but not limited to:
  - a. leg banding is required and serial numbers must be submitted to City.
  - b. no roosters shall be kept on the property
  - c. no sale of eggs
  - d. no free ranging fowl

Adopted by the Cambridge City Council this 18" day	of November, 2024.
ATTEST:	James A. Godfrey, Mayor
Evan C. Vogel, City Administrator	

Prepared by: Marcia Westover, Community Development Director

#### Request

A request by Leaf's Towing & Recovery, 791 Garfield St S, Cambridge, MN 55008, for an extension on their Interim Use Permit to continue to allow an impound lot and outdoor storage in the I-1 Zoning District.

#### **Background**

Leaf's Towing was granted their initial Interim Use Permit (IUP) on November 17, 2014 and received an extension on December 2, 2019. In 2023 they expanded their lot with asphalt, curb and gutter, and improved stormwater ponding requirements in the area. They have been responsible property owners and continue to work with staff if issues arise.

City code requires an Interim Use Permit for a towing use. The purpose of the interim use permit is to allow a use that reasonably utilizes the property for a limited period of time or allow a use that is presently acceptable but with anticipated development or other changes will not be acceptable in the future. Interim use permits terminate upon a specific date, but can be extended upon re-application before the Planning Commission and City Council. Leaf's Towing has applied for an extension of their IUP to continue to allow the impound lot and outdoor storage.

The MPCA does not regulate impound lots; they leave it up to individual cities to regulate them in their communities. The MPCA suggested to have Best Management Practices in place for the impound lot. The same conditions of approval as in the previous years will be listed to identify Best Management Practices.

All towed and impounded vehicles are being stored outside on improved surface and behind a screen fence. Outdoor storage is allowed by an IUP in all industrial zoning districts. Outdoor storage must be screened from all adjacent properties.

Staff finds the towing use and outdoor storage in this location is still acceptable and that no anticipated development has presented itself for the area. The IUP allows staff, the Planning Commission, and City Council to review the use, study the area, and determine any issues or concerns that may arise. It is recommended to allow the IUP extension request for another five (5) years.

#### **Staff Recommendation**

Staff is supportive of the extension request. Staff recommends the following conditions for approval:

- 1. The Interim Use Permit for an impound lot (towing) and outdoor storage is not transferrable and shall only be used by Leaf's Towing, and shall discontinue after 5 years from the date of approval (November 18, 2029).
- 2. Outdoor storage is limited to vehicles only. Section <u>156.085 Outdoor Storage</u> of the City Code must be met at all times, where applicable.

- 3. All vehicle parking and outdoor storage must be on an impervious surface (pavement or concrete).
- 4. Floor drains shall drain into a flammable waste trap as per Minnesota Plumbing Code part 4715.1120.

#### **Planning Commission Action**

The Planning Commission on a 7/0 vote recommended to approve the Interim Use Permit extension as presented. No one appeared for public comment.

#### **City Council Action**

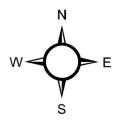
Motion on the attached Resolution R24-095 approving the Interim Use Permit to continue to allow an impound lot for towed vehicles and for outdoor storage in the I-1 Low Impact Business-Industrial District at 791 Garfield St. S as long as the conditions listed are met.

#### **Attachments**

- 1. Location Map
- 2. Draft Resolution



Interim Use Permit extension request Impound Lot & Outdoor Storage 791 Garfield St S Leaf's Towing



#### Resolution No. R24-095

# RESOLUTION APPROVING AN EXTENSION FOR AN INTERIM USE PERMIT LEAF'S TOWING & RECOVERY TO CONTINUE TO ALLOW AN IMPOUND LOT FOR TOWED VEHICLES AND OUTDOOR STORAGE IN THE I-1 ZONING DISTRICT (SITE ADDRESS: 791 GARFIELD ST S)

**WHEREAS,** Leaf's Towing & Recovery, 791 Garfield St. S., Cambridge, MN 55008, representative of the property located at:

Part of Lot 3, Block 2, Southeast Cambridge Industrial Area Second, in Section 33, Township 36, Range 23, Isanti County, Minnesota

has applied for an extension on their Interim Use Permit that was initially approved on November 17, 2014 and extended on December 2, 2019, to continue to allow an impound lot for towed vehicles and outdoor storage in the I-1 Zoning District; and

WHEREAS, The Planning Agency of the City has completed a review of the application and made a report pertaining to said request, a copy of which has been presented to the City Council; and

**WHEREAS,** The Planning Commission of the City, on the 6<sup>th</sup> day of November, 2024, following proper notice, held a public hearing to review the request and adopted a recommendation that the Interim Use Permit extension be approved; and

**WHEREAS**, the City Council, on the 18<sup>th</sup> day of November, 2024, reviewed the Planning Commission's recommendation and the information prepared by the Planning Agency of the City and finds that the proposed Interim Use extension is compatible with the City's Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of Cambridge, Minnesota, approves the Interim Use Permit extension to allow an impound lot for towed vehicles and outdoor storage in the I-1 Zoning District at the location listed above, upon satisfying the conditions listed below:

- 1. The Interim Use Permit for an impound lot and outdoor storage is not transferrable and shall only be used by Leaf's Towing, and shall discontinue after 5 years from the date of approval (November 18, 2029).
- 2. Outdoor storage is limited to vehicles only. Section 156.085 Outdoor Storage of the City Code must be met at all times, where applicable.
- 3. All vehicle parking and outdoor storage must be on an impervious surface (pavement or concrete).

4.	Floor drains shall drain into a flammable waste trap as per Minnesota Plumbing Code
	part 4715.1120.

Adopted by the Cambridge City Council This 18<sup>th</sup> day of November, 2024

	James A. Godfrey, Mayor		
	<u> </u>		
Evan C. Vogel, City Administrator			

#### 4E Approve Two Public Works Maintenance Worker Position Conditional Offer Letters

Prepared By: Todd Schwab, Public Works/Utilities Director

November 18, 2024

#### **Background:**

On 9/16 Council authorized staff to post a Public Works Maintenance position. The position posting was requested due to a vacancy and was not a new position. On 11/04 Council authorized staff to post an Interim Public Works Maintenance position. The position posting was requested due to an extended leave situation being experienced by an existing Public Works Maintenance worker. The position is not a new position but a position created to fill a vacancy created by an extended leave.

On 11/4 and 11/6 Staff conducted 14 interviews for the two positions.

On 11/8 a conditional offer was made to Jacob Couch for the Public Works Maintenance Worker position. Mr. Couch accepted the conditional offer on 11/12.

A condition offer was also made to David Dahl for the Interim Public Works Maintenance Worker position on that same day. Mr. Dahl accepted the conditional offer on 11/12.

#### Core Strategy #2: Deliver exceptional public services.

\* Maintain proper staffing levels in all departments

#### Fiscal Note:

The 2024 adopted general fund budget anticipated the staffing levels for the street department. The staff member filling the vacant position creates NO additional burden than considered in the adopted budget. The interim staff position is being funded by salary saving occurring due to an employee being on extended leave.

#### **Recommendation:**

Approve a conditional offer to Jacob Couch for the vacant Public Works Maintenance Worker position pending pre-employment requirements.

Approve a conditional offer to David Dahl for the Interim Public Works Maintenance Worker position pending pre-employment requirements.

#### Included:

Conditional offer letters



300 Third Avenue Northeast Cambridge, MN 55008 www.ci.cambridge.mn.us (763) 689-3211 (763) 689-6801 FAX

November 8, 2024

Jacob Couch

Mr. Couch,

On behalf of the City of Cambridge, I am excited to extend to you a conditional offer for a maintenance worker position. The conditions for your employment are approval by the Cambridge City Council and completing and passing all pre-employment health and drug screenings. The details of this offer are:

#### Salary

Proposed starting salary is Grade 10, Step 1, \$27.31 per hour, not including longevity. Starting on January 1, 2025 Grade 10, Step 1 will increase to \$28.13 per hour.

You will be eligible for a step increase to Step 2 twelve months after your first day of employment, and on each annual anniversary of your start date following.

#### **Requested Start Date**

November 19, 2024 pending clearance of background check and all pre employment screenings

#### Learning and Evaluation Period

All newly appointed or promoted employees serve a 12-month evaluation period. At any time during the learning and evaluation period, an employee may be returned to your previous position or discharged at the sole discretion of the City.

#### Pay Periods

Your position is subject to a fourteen (14) day pay period and our regularly scheduled pay period is Saturday through Friday. If your first day were to be November 19 your first pay period would be December 6, 2024.

#### Health, Dental, and Vision Insurance

Insurance benefits are defined by the City's Personnel Policies and benefit levels or providers may be amended from time to time by the City Council. Currently, the City offers health, dental, and vision insurance through I.U.O.E Local 49's Blue Cross/Blue Shield. The monthly premium currently is \$1,475.00 and the employee pays ten percent of the monthly premium (\$147.50). Health insurance premiums are subject to change each March.

Please note, that health insurance coverage will begin on the first day of the month following the month that you start. For example, if you start on November 19, 2024, your health insurance coverage will begin December 1,2024.

#### **Holidays**

New Years Day Martin Luther King's Birthday President's Day Memorial Day Juneteenth Independence Day Labor Day

Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve Christmas Day One Floating Holidays

#### Vacation / Sick Leave

The City's current vacation earning schedule is:

Years of Service	Accumulation Per Pay Period
0 through 1 year	2.31 hours each 2 weeks of work (1 ½ weeks annually)
2 through 5 years	3.08 hours each 2 weeks of work (2 weeks annually)
6 through 9 years	4.62 hours each 2 weeks of work (3 weeks annually)
10 through 14 years	6.16 hours each 2 weeks of work (4 weeks annually)
15+ years	7.69 hours each 2 weeks of work (5 weeks annually)

Full-time employees earn Earned Sick and Safe Leave (ESST) and sick leave at the combined rate of 3.69 hours for each pay period or 1 day per calendar month of service. An employee is eligible to use sick leave as accumulated in accordance with the sick leave policy.

#### **Hours of Work**

Standard hours are from 7:30 am - 4:00 pm. Some overtime may be required from time to time. There may be times where you are called into work early or to stay later to meet workload demands.

#### Fair Labor Standards Act - Overtime

This position is classified as a non-exempt position under the Fair Labor Standards Act and therefore qualifies for overtime only after 40 hours of work in a week. Overtime is paid at time and one-half.

#### **Use of Time Clock**

Employees must follow the City's personnel policy on recording of time worked which states:

Time Clocks. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by employees are to be recorded through the City's electronic time keeping system. Employees are to punch in for work, and punch out at the end of the work day.

#### Pension

Employees are enrolled in the Public Employees Retirement Association (PERA) coordinated plan. Employer contributes 7.5% of your gross salary; employees contributes 6.50% of your gross salary. From time to time, the Minnesota Legislature adjusts the contribution amounts.

#### **Payroll Deductions**

In accordance with city policy and applicable law, the following deductions will be made from your payroll checks:

- Employee's share of the insurance premiums for health, life, flex accounts, and group accident plans.
- Statutorily required PERA contributions, if your position is eligible.
- Federal and state withholding for taxes, social security, etc.
- Applicable union dues.
- Elected contributions to credit unions or other banks.
- Elected Minnesota benefit association
- Elected savings plans for periods longer than 60 days.
- Allowances, if any, claimed pursuant to permitted meals and lodging

#### **Documentation to Establish Identity**

In accordance with the Immigration and Reform and Control Act of 1986, you must provide appropriate documentation to establish identity and eligibility for employment on your first day of work. I've included a copy of the Department of Homeland Security's list of acceptable documents for your review. Please complete the highlighted section of the I-9 form and bring this completed document with you on your first day of employment.

#### Language Other Than English

You have a right to receive this notice in a language other than English If you need this letter translated in other languages, please contact Evan Vogel at 763-552-3216.

This is an at-will position. This offer is not a contract for employment for a definite or indefinite period of time. Employment terms are governed by the City's personnel policies (a copy is enclosed). We sincerely hope that you will accept this offer. To accept the offer, please sign below and return to me by November 12, 2024.

Sincerely,
Evan C Vogel

City Administrator

By signing below, I acknowledge I have received the foregoing information regarding my employment offer and related pay and benefits.

I accept this offer of employment which is contingent upon me successfully completing the preemployment testing (criminal history and pre-employment physical and drug test). I understand that my employment with the City of Cambridge is at-will and can be terminated by the City at any time.

Jacob Couch

Date

#### 300 Third Avenue Northeast Cambridge, MN 55008 www.ci.cambridge.mn.us

(763) 689-3211 (763) 689-6801 FAX

November 8, 2024

David Dahl

Mr. Dahl,

On behalf of the City of Cambridge, I am excited to extend to you a conditional offer for an interim Maintenance Worker position. The term of this hiring would be November 19, 2024 until April 1, 2025. The conditions for your employment are approval by the Cambridge City Council and completing and passing all pre-employment health and drug screenings. The details of this offer are:

#### Salary

Proposed starting salary is Grade 10, Step 1, \$27.31 per hour, not including longevity. Starting on January 1, 2025 Grade 10, Step 1 will increase to \$28.13 per hour.

You will be eligible for a step increase to Step 2 twelve months after your first day of employment, and on each annual anniversary of your start date following.

#### **Requested Start Date**

November 19, 2024 pending clearance of background check and all pre employment screenings

#### **Learning and Evaluation Period**

All newly appointed or promoted employees serve a 12-month evaluation period. At any time during the learning and evaluation period, an employee may be returned to your previous position or discharged at the sole discretion of the City.

#### **Pay Periods**

Your position is subject to a fourteen (14) day pay period and our regularly scheduled pay period is Saturday through Friday. If your first day were to be November 19 your first pay period would be December 6, 2024.

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Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
One Floating Holidays

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#### **Hours of Work**

Standard hours are from 7:30 am - 4:00 pm. Some overtime may be required from time to time. There may be times where you are called into work early or to stay later to meet workload demands.

#### Fair Labor Standards Act - Overtime

This position is classified as a non-exempt position under the Fair Labor Standards Act and therefore qualifies for overtime only after 40 hours of work in a week. Overtime is paid at time and one-half.

#### **Use of Time Clock**

Employees must follow the City's personnel policy on recording of time worked which states:

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This is an at-will position. This offer is not a contract for employment for a definite or indefinite period of time. Employment terms are governed by the City's personnel policies (a copy is enclosed). We sincerely hope that you will accept this offer. To accept the offer, please sign below and return to me by November 12, 2024.

Sincerely

Evan C Vogel City Administrator

By signing below, I acknowledge I have received the foregoing information regarding my employment offer and related pay and benefits.

I accept this offer of employment which is contingent upon me successfully completing the preemployment testing (criminal history and pre-employment physical and drug test). I understand that my employment with the City of Cambridge is at-will and can be terminated by the City at any time.

David Dahl

<u>u/12/24</u>

#### Prepared by: Caroline Moe, Director of Finance

#### **BACKGROUND**

New Look Contracting Inc is submitting Pay Request #1 for work completed through October 30,2024 on the Airport North Apron Reconstruction Project. City Engineer, Short Elliott Hendrickson, has reviewed the pay request and is recommending payment in the amount of \$263,358.94.

The Council awarded this contract to New Look Contracting Inc at its June 17, 2024, meeting and construction began earlier this fall.

Fiscal Note—the Airport North Apron Reconstruction Project is funded primarily by federal and state airport grants. The small local match portion had been contemplated in the City's long-range plan and funds are already on-hand to cover the local match.

#### Compatibility with Strategic Goals:

The Airport North Apron Reconstruction Project supports the City Council core strategy #4—Be responsible and flexible in managing the City's administrative functions, specifically the objective stated to maintain and execute a detailed capital improvement program with financing sources.

#### COUNCIL ACTION

Staff recommends to Council to authorize partial payment request No. 1 to New Look Contracting Inc for \$263,358.94.

#### <u>ATTACHMENTS</u>

- Resolution R24-096 Authorizing Partial Payment #1 to New Look Contracting Inc for the Airport North Apron Reconstruction Project.
- New Look Contracting Inc Application for Payment #1 for Airport North Apron Reconstruction Project.

#### Resolution R24-096

## RESOLUTION ACCEPTING WORK AND AUTHORIZING PARTIAL PAYMENT TO NEW LOOK CONTRACTING INC (Airport North Apron Reconstruction Project)

**WHEREAS**, pursuant to a written contract signed with the City of Cambridge, New Look Contracting Inc has satisfactorily completed a portion of the Airport North Apron Reconstruction Project in accordance with such contract and;

**WHEREAS,** City Engineer, S.E.H., has reviewed the work through October 30, 2024, and recommends payment in the amount of \$263,358.94 (Partial Payment #1);

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Cambridge, Minnesota, that the work completed to date under said contract is hereby accepted and approved and;

**BE IT FURTHER RESOLVED** that the City Administrator is hereby directed to authorize payment on such contract in the amount of \$263,358.94.

Adopted by the Cambridge City Council this	s <u>18th</u> day of <u>November,</u> 2024.	
	Jim Godfrey, Mayor	
ATTEST:		
Evan Vogel, City Administrator		



### Application for Payment (Unit Price Contract)

No. \_1\_

Eng. Project No.: CAMBR 177577 Location: Cambridge Municipal Airport Contractor New Look Contracting, Inc. **Contract Date** September 12, 2024 14045 Northdale Blvd Rogers, MN 55374 Contract Amount \$ 361,951.00 Contract for North Apron Reconstruction \$263,358.94 **Pay This Amount: Application Date** 10/30/24 For Period Ending 10/15/24 Est. Quantity Item No. Item Unit **Total Price Unit Price** Quantity to Date C-105 MOBILIZATION LS \$12,500.00 \$12,500.00 1 50-06 CONSTRUCTION LAYOUT AND LS 1 11,000.00 \$11,000.00 40-05 MAINTENANCE AND RESTORATION LS 1 1.00 \$1.00 70-08 TRAFFIC CONTROL LS 1 2,750.00 \$2,750.00 LF C-102-5.1 SILT FENCE, TYPE PREASSEMBLED 0 500 3.50 C-102-5.2 **BIOROLL** LF 500 300 3.50 \$1,050.00 P-101-5.1 REMOVE EXISTING TIEDOWNS LS 6,000.00 \$6,000.00 REMOVE BITUMINOUS PAVEMENT P-101-5.2 SY 7500 6805 1.50 \$10,207.50 P-101-5.3 SAW CUTTING, FULL DEPTH LF 550 497 4.00 \$1,988.00 P-152-5.1 COMMON EXCAVATION (EV) CY 1800 1326 11.50 \$15,249.00 P-152-5.3 SUBGRADE EXCAVATION (EV) CY 200 0 30.00 P-152-5.1 SUBGRADE PREPARATION SY 8000 6805 1.00 \$6,805.00 CY 2211.5 AGGREGATE BASE COURSE, 1800 1513 16.50 \$24,964.50 784.67 2360 TYPE SPB WEARING COURSE TON 1100 106.00 \$83,175.02 2360 TYPE SPB NON-WEAR COURSE TON 1100 786,77 96,00 \$75,529.92 2357 **EMULSIFIED BITUMINOUS TACK** GAL 550 500 3.00 \$1,500.00 P-900-5.1 TIE DOWN ANCHORS EΑ 3 3 6,000.00 \$18,000.00 T-901-5.1 SEEDING, FERTILIZATION, LS 1 6,500.00 \$6,500.00

**Total Contract Amount** 

\$277,219.94

#### **Application for Payment (continued)**

Total Contract Amount \$ 361,951.00	Total Amount Earned Material Suitably Stored on Site, Not	\$	277,219.94
	Incorporated into Work		
Contract Change Order No.	Percent Complete		
Contract Change Order No.	Percent Complete		
Contract Change Order No.	Percent Complete		
Less Previous Applications:	GROSS AMOUNT DUE	\$	277,219.94
AFP No. 1: AFP No. 6:	LESS 5 % RETAINAGE	\$	13,861.00
AFP No. 2: AFP No. 7:	AMOUNT DUE TO DATE	\$	263,358.94
AFP No. 3: AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$	
AFP No. 4: AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$	263,358.94
AFP No. 5:			
CONTRACTOR'S AFFIDAVIT The undersigned Contractor hereby swears under from the Owner on account of work performed undersigned to discharge in full all obligations of the Payment under said contract, North Apron Reconsequipment incorporated in said Project or otherwise of all liens, claims, security interests and encumbrate.	er the Contract referred to above have been a be undersigned incurred in connection with wo struction, Cambridge Municipal Airport, and (2 e listed in or covered by this Application for P	applied by took covered 2) all materi	he by prior al and
Date November 4	, 20_24 New Look Con	tracting. Inc	<b>.</b>
	(Contra		
COUNTY OF Wright STATE OF Minghesota	) By <u>Justin Hoellein - Projec</u> ) SS (Name an		er/Estimator
Before me on this 4th day of Novemb	er, 20_24_, personally a	ppeared	
Justin Hoellein say that he is the Project Manager/Estimate above Application for Payment and Affidavit on bel  My Commission expires  MELANIE A	nalf of said Contractor; and that all of the state	ed that he	executed the
NOTE OF THE PROPERTY OF THE PR	TOOLS IN THE TOTAL PROPERTY FOR THE TOTAL PRO	ublic)	
The undersigned has checked the Southactor's Affidavit stating that all previous paymin full all of his obligations in connecting with the w	p Jan 31, 2028 p plication for Payment shown above. A part of ents to him under this contract have been ap		
In accordance with the Contract, the undersigned in	recommends approval of payment to the Cont	ractor for th	ne Amount due.
	Short Elliott Hen	drickson I	nc.
	By Jacob Jorgenson		
	Date 11/13/2024		NAMES OF THE PARTY
	City of Car	nbridge	
	Ву		
	Date		

Prepared by: Tina Davidson

**Background:** I'd like to hire Justice Campbell as a part time cashier at Northbound Liquor to work an average of 10 hours per week covering strictly Saturday and Sunday shifts. Hiring Justice as a cashier would be very beneficial because she would be covering the weekends which are our busiest days of the week. It will also be great coverage for these busy holidays to come. She would be starting at Grade 2 Step 1 of \$16.30 per hour.

#### Fiscal Note: Deliver exceptional public services.

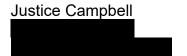
- \* Maintain proper staffing for weekends.
- \* Provide proper training for Justice as a cashier and any other training involved.

#### Recommendation:

Hire Justice Campbell for the Part-Time Clerk Position at Northbound Liquor pending a background and drug test.

300 Third Avenue Northeast Cambridge, MN 55008 www.ci.cambridge.mn.us (763) 689-3211 (763) 689-6801 FAX

November 5th, 2024



Dear Justice,

On behalf of the City of Cambridge, I would like to extend to you a conditional offer for the position of Liquor Store Clerk. This offer is contingent upon you successfully passing a criminal background check and a pre-employment drug test. Below is an outline of the City's offer:

#### Salary

Proposed starting salary is \$16.30 per hour.

#### **Requested Start Date**

November 23rd, 2024 (or earlier if all results come back before then)

#### **Schedule**

This position is part-time position for primarily Saturday evenings and Sunday's. Some additional hours may be offered during the week depending upon the store's needs.

#### **Learning and Evaluation Period**

All newly appointed employees serve a 12 month learning and evaluation period. At any time during the learning and evaluation period, an employee may be discharged at the sole discretion of the City.

#### Benefits

There are no health insurance, sick leave, vacation leave or holiday benefits associated with this position.

You will also have the option of enrolling and making personal contributions in the City's approved deferred compensation program.

#### Pension

Depending upon your monthly wage earnings, you may be enrolled in the Public Employees Retirement Association (PERA) coordinated plan. The employee's contribution towards PERA is 6.5% of gross salary and the City contributes 7.5% of your gross salary.

#### **Overtime / Compensatory Time**

The Liquor Store Clerk position is classified as a non- exempt position under the Fair Labor Standards Act and therefore qualifies for overtime only after 40 hours of work in a week. Overtime is paid at time and one-half.

Please sign below to accept this offer and either e-mail or fax back your signed letter. My e-mail address is <a href="mailto:tdavidson@ci.cambridge.mn.us">tdavidson@ci.cambridge.mn.us</a> and my fax number is 763-689-2468.
Sincerely,
Tina Davidson Liquor Store Manager
I hereby accept this offer of conditional employment under the terms listed above.
Justice Campbell

Prepared by: Shawn Machin – Chief of Police

#### Background:

The State of Minnesota requires agencies that use Body Worn Cameras (BWCs) to have an independent audit to determine if they are in compliance with state law. For our audit, we used Lynn Lembcke Consulting. Lynn Lembcke Consulting has completed BWC audits for several metro agencies and came highly recommended.

Our audit was conducted on September 5<sup>th</sup> of this year, and we received the results on November 2<sup>nd</sup>. The audit looked at the following items from Minnesota Statutes §§13.825 and 626.8473:

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies
- Public Comment
- Body-worn Camera Policy

The findings of the audit showed that we were in compliance with all of the items, except for our policy. When they reviewed the department's policy, they found that it did not contain the following section, Minn. Stat. § 626.8473 Subd. 3(b)(3) which states,

"mandate that officers assigned a portable recording system wear and operate the system in compliance with the agency's policy adopted under this section while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official"

It should be noted that although this was not in our policy, our officers were already being trained to wear and activate their BWCs in compliance with our policy, regardless of what other agencies were doing. Based on these findings, our Lexipol policy that governs the use of BWCs has been revised to include the missing section of the state statute.

As part of the audit process, I was also required to send the results of the audit to the following legislative members:

- Legislative Commission on Data Practices and Personal Data Privacy Commission Members: Jamie Becker-Finn, Sandra Feist, Harry Niska, Peggy Scott, Bonnie Westlin, Warren Limmer, Eric Lucero, Erin Maye Quade, and Sally Olson (Administrator).
- House Public Safety Finance and Policy: Chair Kelly Moeller and Republican Lead Paul Novotny
- House Judiciary Finance and Civil Law: Chair Jamie Becker-Finn and Republican Lead Peggy Scott
- Senate Judiciary and Public Safety: Chair Ron Latz and Ranking Minority Member Warren Limmer

The email addresses for these legislators were provided to me by Lembcke and I have sent the audit results to all of them.

#### **Recommendation:**

No action required, for presentation purposes only.

#### **Compatibility with Core Strategies and Strategic Objectives:**

N/A

#### **Fiscal Note:**

N/A

#### **Attachments:**

- 2024 BWC Audit Report Cambridge PD
- Lexipol Policy 426 Portable Audio/Video Recorders (Policy that governs the use of BWCs)
- Minnesota Statute §§13.825
- Minnesota Statute §§626.8473

#### INDEPENDENT AUDIT REPORT

Chief Shawn Machin Cambridge Police Department 300 3<sup>rd</sup> Ave. NE Cambridge, MN 55008

#### Dear Chief Machin:

An independent audit of the Cambridge Police Department's Portable Recording System (bodyworn cameras (BWCs)) was conducted on September 5, 2024. The objective of the audit was to verify Cambridge Police Department's compliance with Minnesota Statutes §§13.825 and 626.8473.

Data elements the audit includes:

Minnesota Statute §13.825

- Data Classification
- Retention of Data
- Access by Data Subjects
- Inventory of Portable Recording System Technology
- Use of Agency-Issued Portable Recording Systems
- Authorization to Access Data
- Sharing Among Agencies

Minnesota Statute §626.8473

- Public Comment
- Body-worn Camera Policy

The Cambridge Police Department is located in Isanti County and employs sixteen (16) peace officers. The Cambridge Police Department utilizes WatchGuard body-worn cameras and Evidence Library management software. BWC data is stored on a local file server. The audit covers the time period June 21, 2021, through August 31, 2024.

#### **Audit Requirement: Data Classification**

Determine if the data collected by BWCs are appropriately classified.

BWC data is presumptively private. BWC data collected during the audit period includes both private or nonpublic and public classified data. BWCs captured one incident of the use of force resulting in substantial bodily harm. Cambridge Police Department had no instances of the discharge of a firearm by a peace officer in the course of duty, requests from data subjects for the data to be made accessible to the public, or court orders directing the agency to release the BWC data to the public.

No discrepancies noted.

#### **Audit Requirement: Retention of Data**

Determine if the data collected by BWC's are appropriately retained and destroyed in accordance with statutes.

The Cambridge Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention periods in WatchGuard. At the conclusion of a BWC recording, a WatchGuard category type is assigned. Each WatchGuard category has an associated retention period. Upon reaching the retention date, data is systematically deleted.

Event log reports of all BWC data collected and deleted during the audit period were produced. Records from the purged event log report were reviewed and the date the data was collected was verified against the delete date. Each of the records were deleted in accordance with the record retention schedule. All records were maintained for at least the minimum ninety (90) days required by statute.

Active BWC data is accessible in the WatchGuard Evidence Library. The server event log maintains a listing of all active and deleted BWC data with associated meta data.

The Cambridge Police Department had received no requests from data subjects to retain BWC data beyond the applicable retention period.

Supervisors monitor BWC data for proper categorization to ensure BWC data are appropriately retained and destroyed.

No discrepancies noted.

#### **Audit Requirement: Access by Data Subjects**

Determine if individuals who are the subject of collected data have access to the data, and if the data subject requests a copy of the data, other individuals who do not consent to its release must be redacted.

BWC data is available to data subjects and access may be requested by submission of a Cambridge Police Department Request for Law Enforcement Data form. During the audit period, Cambridge Police Department had received both requests to view BWC and requests for copies of BWC video from data subjects. Data subjects who had not consented to the release of the data were redacted. Data requests are documented in the records management system summary, report, or case notes and the request form is maintained in the case file.

No discrepancies noted.

#### Audit Requirement: Inventory of Portable Recording System Technology

Determine the total number of recording devices owned and maintained by the agency; a daily record of the total number of recording devices actually deployed and used by officers, the

policies and procedures for use of portable recording systems by required by section 626.8473; and the total amount of recorded audio and video collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, the agency's procedures for destruction of the data, and that the data are available to the public.

Cambridge Police Department's BWC inventory consists of seventeen (17) devices. Device inventory is maintained within WatchGuard and an Excel spreadsheet.

The Cambridge Police Department BWC policy governs the use of portable recording systems by peace officers while in the performance of their duties. The policy requires officers to ensure their recorder is in good working order. If the recorder is not in good working order, or the officer becomes aware of a malfunction at any time, they are required to promptly report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable.

Peace officers were trained by supervisors on the use of BWCs using WatchGuard training video and department expectation memo during implementation. Newly hired officers are trained as part of their field training program.

Officers working on randomly selected dates, and randomly selected calls for service, were verified against the event log reports and confirmed that BWCs are being deployed and officers are wearing and activating their BWCs.

The total amount of active BWC data is accessible in the WatchGuard Evidence Library. Total amount of active and deleted data is detailed in the server event log reports.

The Cambridge Police Department utilizes the General Records Retention Schedule for Minnesota Cities and agency specified retention in WatchGuard. BWC video is fully deleted upon reaching the scheduled deletion date. Meta data is maintained on the server log. BWC data is available upon request, and access may be requested by submission of a Cambridge Police Department Request for Law Enforcement Data form.

No discrepancies noted.

# **Audit Requirement: Use of Agency-Issued Portable Recording Systems**

Determine if peace officers are only allowed to use portable recording systems issued and maintained by the officer's agency.

The Cambridge Police Department's BWC policy states that members are prohibited from using personally owned recording devices while on duty without the express consent of the shift sergeant.

No discrepancies noted.

### **Audit Requirement: Authorization to Access Data**

Determine if the agency complies with sections 13.05, Subd. 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.

Supervisors monitor BWC data to ensure data is being properly labeled and that BWCs are being used in compliance with policy.

Nonpublic BWC data is only available to persons who work assignment reasonably requires access to the data. User access to BWC data is managed by the assignment of group roles and permissions in WatchGuard. Permissions are based on staff work assignments. Roles and permissions are administered by the Chief of Police and Deputy Chief. Access to WatchGuard Evidence Library is password protected.

The BWC policy governs access to BWC data. Authorized users may access BWC data pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. Access to data is captured in the audit log. The BWC policy states that any member who accesses or releases recordings without authorization may be subject to discipline and any member misusing recorded media for other than official law enforcement purposes will be subject to disciplinary action.

When BWC data is deleted, its contents cannot be determined. The Cambridge Police Department had a security breach of their records management system in the fall of 2023. The breach did not affect the WatchGuard server. A BCA CJIS Security Audit was conducted in March of 2024.

No discrepancies noted.

### **Audit Requirement: Sharing Among Agencies**

Determine if nonpublic BWC data is shared with other law enforcement agencies, government entities, or federal agencies.

The Cambridge Police Department's BWC policy allows for the sharing of data with other law enforcement and governmental entities pursuant to lawful process and in accordance with policy, statute, and the Minnesota Data Practices Act. Cambridge Police Department requires a written request from agencies seeking access to BWC data. Sharing of data is documented in WatchGuard Cloud Share and the WatchGuard audit log.

No discrepancies noted.

### **Audit Requirement: Biennial Audit**

Determine if the agency maintains records showing the date and time the portable recording

system data were collected, the applicable classification of the data, how the data are used, and whether data are destroyed as required.

The WatchGuard Evidence Library and the event log reports document the date and time portable recording system data was collected and deleted. BWC data collected during the audit period includes both private or nonpublic and public data classifications. WatchGuard Cloud Share, the audit log, and the records management system document how the data are used and shared.

No discrepancies noted.

# **Audit Requirement: Portable Recording System Vendor**

Determine if portable recording system data stored in the cloud, is stored in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.

Cambridge Police Department's BWC data is stored on a local file server. The server is located in a secure area with limited access.

No discrepancies noted.

# **Audit Requirement: Public Comment**

Determine if the law enforcement agency provided an opportunity for public comment before it purchased or implemented a portable recording system and if the governing body with jurisdiction over the budget of the law enforcement agency provided an opportunity for public comment at a regularly scheduled meeting.

The Cambridge Police Department solicited for public comment. The Cambridge City Council held a public hearing at their March 8, 2021, meeting.

*No discrepancies noted.* 

### **Audit Requirement: Body-worn Camera Policy**

Determine if a written policy governing the use of portable recording systems has been established and is enforced.

Cambridge Police Department's BWC policy is posted on the agency's website. The policy was compared to the requirements of Minn. Stat. § 626.8473. The policy includes all of the minimum requirements of Minn. Stat. § 626.8473, Subd. 3 with the exception of Subd. 3(b)(3).

Discrepancy noted.

This report was prepared exclusively for the City of Cambridge and Cambridge Police
Department by Lynn Lembcke Consulting. The findings in this report are impartial and based on
information and documentation provided and examined.

Dated: November 2, 2024	Lynn Lembcke Consulting	
	Lynn Lembcke	

Cambridge PD Policy Manual

# Portable Audio/Video Recorders

#### 426.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (Minn. Stat. § 626.8473). Portable audio/video recording devices include all recording systems whether body-worn, hand-held, or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews, or interrogations conducted at any Cambridge Police Department facility, undercover operations, wiretaps, or eavesdropping (concealed listening devices).

#### **426.2 POLICY**

It is the policy of the Cambridge Police Department authorize and require the use of department-issued BWC's as set forth by Minnesota Statute 626.8473, subd. 3 and to administer BWC data as provided by law.

#### 426.3 SCOPE

This policy governs the use of BWC's in the course of official duties. It does not apply to the use of surreptitious recording devices in undercover operations or the use of squad-based (dash-cam) video recorders. The Chief of Police or designee, may supersede this policy by providing specific instructions for the use of BWC to individual officers, or providing specific instructions for the use of BWC pertaining to certain events or classes of events, including but not limited to political rallies and demonstrations. The Chief of Police or designee, may also provide specific instructions or standard operating procedures for BWC use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

#### 426.4 DEFINITIONS

The following phrases and words have special meanings as used in this policy:

- A. **MGDPA or Data Practices Act** refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- B. **Records Retention Schedule** refers to the General Records Retention Schedule for Minnesota Cities.
- **C. Body Worn Cameras** are camera systems as defined in M.S. 13.825, subd. 1(b)(1) as a device worn by police department personnel that is capable of video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation.

Cambridge PD Policy Manual

#### Portable Audio/Video Recorders

- **D.** Law Enforcement-related information means information captured or available for capture by use of a BWC that has evidentiary value because it documents events with respect to a stop, arrest, search, citation or charging decision.
- **E. Evidentiary value** means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer. Note: Related civil or administrative proceeding" refers, for example, to implied consent or forfeiture actions arising from an arrest or prosecution. Nothing in this policy obligates the department to collect or maintain BWC data solely for use in third-party tort litigation.
- **F. General Citizen Contact** means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include, but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.
- **G.** Adversarial means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- **H. Unintentionally recorded footage** is a video recording that result from an officer's inadvertence or neglect in operating the officer's BWC, provided that no portion of the resulting recording has evidentiary or administrative value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while officers were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- **I. Official duties,** for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this department or while in uniform.
- **J. Critical Incident**: An incident involving any of the following situations occurring in the line of duty:
  - The use of Deadly Force by or against a Cambridge Police Officer;
  - Death or Great Bodily Harm to an Officer;
  - Death or Great Bodily Harm to a person who is in the custody or control of an Officer;
  - Any action by an Officer that causes or is intended to cause Death or Great Bodily Harm

#### 426.5 MOBILE VIDEO RECORDER OBJECTIVES

The Cambridge Police Department has adopted the use of portable audio/video recorders to accomplish the following objectives:

Cambridge PD Policy Manual

### Portable Audio/Video Recorders

- a. To enhance officer safety.
- b. To document statements and events during the course of an incident.
- c. To enhance the officer's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
- d. To preserve audio and visual information for use in current and future investigations.
- e. To provide a tool for self-critique and field evaluation during officer training.
- f. To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of audio-video recordings.
- g. To assist with the defense of civil actions against law enforcement officers and the City of Cambridge.
  - h. To assist with the training and evaluation of officers

#### 426.6 MEMBER RESPONSIBILITIES

Prior to going into service, uniformed members will be responsible for making sure that they are equipped with a portable recorder issued by the Department, and that the recorder is in good working order (Minn. Stat. § 13.825). If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner at or above the mid-line of the waist and notify persons that they are being recorded, whenever reasonably practicable (Minn. Stat. § 626.8473).

Officers who are assigned a portable recording system are mandated to wear and operate the system in compliance with this policy while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official (Minn. Stat. § 626.8473, Subd. 3(b)(3).

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record their name, employee number, and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording (Minn. Stat. § 626.8473). Members should include the reason for deactivation.

Cambridge PD Policy Manual

### Portable Audio/Video Recorders

#### 426.7 SUPERVISOR RESPONSIBILITIES

Supervisors shall ensure officers are using their portable audio/video recorders per policy.

Supervisors should determine corrective action for non-functioning portable audio/video recorders.

When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, peace officer-involved shootings, department-involved collisions), a supervisor shall ensure that the portable audio/video recorders are properly uploaded.

#### 426.8 ADMINISTRATOR RESPONSIBILITIES

The portable audio/video recorder administrator (designated personnel authorized by the Chief of Police) are responsible for deleting media:

- a. Pursuant to a court order
- b. In accordance with established records retention policies, including reissuing all other media deemed to be of no evidentiary value.
- c. In instances where privacy issues are noted.
- d. Ordering, issuing, retrieving and storing all portable audio/video recorders.
- e. Logs reflecting portable audio/video recorder assignments, serial number, the date it was issued and the officer to which it was issued.

#### 426.9 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (Minn. Stat. § 626.8473; Minn. Stat. § 13.825):

- (a) Establishing procedures for the security, storage, and maintenance of data and recordings.
  - 1. The coordinator should work with the Custodian of Records and the member assigned to coordinate the use, access, and release of protected information to ensure that procedures comply with requirements of the Minnesota Government Data Practices Act (MGDPA) and other applicable laws (Minn. Stat. § 13.01 et seq.) (see the Protected Information and the Records Maintenance and Release policies).
  - 2. The coordinator should work with the Custodian of Records to identify recordings that must be retained for a specific time frame under Minnesota law (e.g., firearm discharges, certain use of force incidents, formal complaints).
- (b) Establishing procedures for accessing data and recordings.
  - These procedures should include the process to obtain written authorization for access to non-public data by CPD members and members of other governmental entities and agencies.
- (c) Establishing procedures for logging or auditing access.

Cambridge PD Policy Manual

### Portable Audio/Video Recorders

- (d) Establishing procedures for transferring, downloading, tagging, or marking events.
- (e) Establishing an inventory of portable recorders including:
  - 1. Total number of devices owned or maintained by the Cambridge Police Department.
  - 2. Daily record of the total number deployed and used by members and, if applicable, the precinct or district in which the devices were used.
  - 3. Total amount of recorded audio and video data collected by the devices and maintained by the Cambridge Police Department.
- (f) Preparing the biennial audit required by Minn. Stat. § 13.825, Subd. 9.
- (g) Notifying the Bureau of Criminal Apprehension (BCA) in a timely manner when new equipment is obtained by the Cambridge Police Department that expands the type or scope of surveillance capabilities of the department's portable recorders.
- (h) Ensuring that this Portable Audio/Video Recorders Policy is posted on the Department website.

#### 426.10 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify the Dispatch Center
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

Cambridge PD Policy Manual

### Portable Audio/Video Recorders

#### 426.10.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation.

Recording may be temporarily ceased or the audio muted to exchange information with other officers, legal counsel, or the lens obstructed in order to avoid capturing images of undercover officers, informants, or citizens where based on training and experience, in the judgement of the officer, a recording would not be appropriate or consistent with this policy. The reason to cease and resume recording (or to mute audio or obstruct the lens) will be noted by the officer either verbally on the portable audio/video recorder or in a written report.

Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Formal statements recorded on portable audio/video recorders shall be recorded as separate recordings. Recordings shall be categorized, titled and identified in accordance with established policies and procedures.

#### 426.10.3 WHEN ACTIVATION IS NOT REQUIRED

Activation of the portable audio/video recorder system is not required:

- a. During encounters with undercover officers or informants.
- b. When an officer is on break or is otherwise engaged in personal activities.
- c. In any location where individuals have a reasonable expectation of privacy, such as a restroom, locker room or break room.
- d. When not in service or actively on patrol.

#### 426.10.3 SURREPTITIOUS RECORDINGS

Minnesota law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (Minn. Stat. § 626A.02).

Members of the Department may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

#### 426.11 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Cambridge PD Policy Manual

### Portable Audio/Video Recorders

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) By a supervisor as part of internal audits and reviews as required by Minn. Stat. § 626.8473.
- (b) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.
- (c) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (d) By media personnel with permission of the Chief of Police or the authorized designee.
- (e) In compliance with the Minnesota Data Practices Act request, if permitted or required by the Act, including pursuant to Minn. Stat. § 13.82, Subd. 15, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that are clearly offensive to common sensibilities should not be publicly released unless disclosure is required by law or order of the court (Minn. Stat. § 13.82, Subd. 7; Minn. Stat. § 13.825, Subd. 2).

#### 426.12 RECORDING MEDIA STORAGE AND INTEGRITY

At the end of their shift, officers shall place the portable audio/video recorder into the docking station. This will allow the data to be transferred from the audio/video recorder through the docking station. The data is considered impounded at this point and the portable audio/video recorder is cleared of existing data. The portable audio/video recorder should not be removed from the docking station until the data has been uploaded and the battery has been fully recharged.

#### 426.12.1 COPIES OF RECORDING MEDIA

Evidentiary copies of the digital recordings will be accessed and copied for official law enforcement purposes only. Access rights may be given to the Isanti County Attorney, the Cambridge City Attorney or other prosecutorial agencies associated with any future prosecution arising from an incident in which the portable audio/video recorder was utilized.

Officers shall ensure relevant recordings are preserved. Officers or portable audio/video recorder administrators may prevent automatic deletion by changing the category of the media at any time prior to deletion.

#### 426.13 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark the recordings in accordance with procedure and document the existence of the recording in any related case report.

Cambridge PD Policy Manual

#### Portable Audio/Video Recorders

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an under-cover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Minnesota Data Practices Act.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

#### 426.14 SYSTEM OPERATIONAL STANDARDS

- a. Portable audio/video recorder system use should be based on officer safety requirements and device and device manufacturer recommendations.
- b. The portable audio/video recorder system should be configured to minimally buffer for 30 seconds prior to activation.
- c. For each digital recording, officers shall select the proper category. Members shall enter the 8-digit case file number and descriptive title. The title should clearly describe the nature of the recording. For example:
  - 1. Arrest (For all arrests or incidents where an arrest would be made if the suspect is located).
  - 2. Warrant Arrest (Whenever an arrest is made for a warrant and there will be no local criminal charges).
    - 3. Citation (All state and Administrative citations).
  - 4. Traffic Stop (Traffic Stops that result in a warning only).
  - 5. All Other (Incidents that do not fall into any of the other categories. i.e. transports, disturbances, suspicious activity, public assist, etc).
  - 6. Use of Force (Any incident where force is used and where the person whom force is used on is not arrested or issued a citation).
  - 7. Test Recording (A recording shall be created at the beginning of each shift to ensure that the camera is working).

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#### Portable Audio/Video Recorders

- d. Digital recordings shall be retained according to the Department's retention schedule or as required by the rules of evidence, unless a specific request is made to store them for a longer period of time by an authorized person.
- e. Members shall not attempt to delete, alter, reuse, modify or tamper with portable audio/video recorder systems or recordings.

#### 426.15 CLASSIFICATION OF MVR DATA

Nothing in this policy shall be interpreted as changing the underlying classification of data collected by portable audio/video recorder systems. The classification of data collected by portable audio/video recorder systems will need to be determined on a case-by-case basis upon application and interpretation of the MGDPA and other laws.

#### 426.16 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time or while acting in an official capacity of this department, regardless of ownership of the device, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

#### 426.17 PROHIBITED USE OF AUDIO/VIDEO RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while onduty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Sergeant. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

#### 426.18 RETENTION OF RECORDINGS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 90 days.

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### Portable Audio/Video Recorders

If an individual captured in a recording submits a written request, the recording shall be retained for an additional time period. The coordinator should be responsible for notifying the individual prior to destruction of the recording (Minn. Stat. § 13.825).

Members shall not alter, erase, or destroy any recordings before the end of the applicable records retention period (Minn. Stat. § 626.8473).

#### 426.18.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

#### 426.18.2 ACCESS TO RECORDINGS

Except as provided by Minn. Stat. § 13.825, Subd. 2, audio/video recordings are considered private or nonpublic data.

Any person captured in a recording may have access to the recording. If the individual requests a copy of the recording and does not have the consent of other non-law enforcement individuals captured on the recording, the identity of those individuals must be blurred or obscured sufficiently to render the subject unidentifiable prior to release. The identity of on-duty peace officers may not be obscured unless their identity is protected under Minn. Stat. § 13.82, Subd. 17.

#### 426.19 ACCOUNTABILITY

Any member who accesses or releases recordings without authorization may be subject to discipline (see the Standards of Conduct and the Protected Information policies) (Minn. Stat. § 626.8473).

#### 426.20 SANCTIONS FOR MISUSE OF RECORDED MEDIA

Any member misusing recorded media for other than official law enforcement purposes will be subject to disciplinary action.

The Chief of Police or designee shall meet with the person who is alleged to have violated the policy and determine appropriate sanctions, which may include any or all of the standard discipline policies currently in place at the Cambridge Police Department including verbal reprimand, written reprimand, suspension or termination. Intentional misuse of recorded media is a serious violation. If criminal behavior is believed to have occurred, appropriate agencies will be notified for further investigation.

The specific situation in each case of misuse of recorded media will be looked at with all circumstances considered when determining disciplinary actions. Consideration will be given to the extent of the loss or injury to the system, agency, or other person upon release or disclosure of sensitive or classified information to an unauthorized individual.

Cambridge PD Policy Manual

# Portable Audio/Video Recorders

#### **426.21 TRAINING**

Users of the audio/video recording system shall successfully complete an approved course of instruction prior to being deployed. This training shall be documented in the employee's training file.

#### 13.825 PORTABLE RECORDING SYSTEMS.

Subdivision 1. **Application; definition.** (a) This section applies to law enforcement agencies that maintain a portable recording system for use in investigations, or in response to emergencies, incidents, and requests for service.

- (b) As used in this section:
- (1) "portable recording system" means a device worn by a peace officer that is capable of both video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation;
- (2) "portable recording system data" means audio or video data collected by a portable recording system; and
- (3) "redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.
- Subd. 2. **Data classification; court-authorized disclosure.** (a) Data collected by a portable recording system are private data on individuals or nonpublic data, subject to the following:
- (1) data that record, describe, or otherwise document actions and circumstances surrounding either the discharge of a firearm by a peace officer in the course of duty, if a notice is required under section 626.553, subdivision 2, or the use of force by a peace officer that results in substantial bodily harm, as defined in section 609.02, subdivision 7a, are public;
- (2) data are public if a subject of the data requests it be made accessible to the public, except that, if practicable, (i) data on a subject who is not a peace officer and who does not consent to the release must be redacted, and (ii) data on a peace officer whose identity is protected under section 13.82, subdivision 17, clause (a), must be redacted;
- (3) subject to paragraphs (b) to (d), portable recording system data that are active criminal investigative data are governed by section 13.82, subdivision 7, and portable recording system data that are inactive criminal investigative data are governed by this section;
- (4) portable recording system data that are public personnel data under section 13.43, subdivision 2, clause (5), are public; and
  - (5) data that are not public data under other provisions of this chapter retain that classification.
- (b) Notwithstanding section 13.82, subdivision 7, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, subject to paragraphs (c) and (d):
  - (1) the deceased individual's next of kin;
  - (2) the legal representative of the deceased individual's next of kin; and
  - (3) the other parent of the deceased individual's child.
- (c) A law enforcement agency may deny a request to inspect portable recording system data under paragraph (b) if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access under this paragraph, the chief law enforcement officer

must provide a prompt, written denial to the individual in paragraph (b) who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7.

- (d) When an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7.
- (e) A law enforcement agency may redact or withhold access to portions of data that are public under this subdivision if those portions of data are clearly offensive to common sensibilities.
  - (f) Section 13.04, subdivision 2, does not apply to collection of data classified by this subdivision.
- (g) Any person may bring an action in the district court located in the county where portable recording system data are being maintained to authorize disclosure of data that are private or nonpublic under this section or to challenge a determination under paragraph (e) to redact or withhold access to portions of data because the data are clearly offensive to common sensibilities. The person bringing the action must give notice of the action to the law enforcement agency and subjects of the data, if known. The law enforcement agency must give notice to other subjects of the data, if known, who did not receive the notice from the person bringing the action. The court may order that all or part of the data be released to the public or to the person bringing the action. In making this determination, the court shall consider whether the benefit to the person bringing the action or to the public outweighs any harm to the public, to the law enforcement agency, or to a subject of the data and, if the action is challenging a determination under paragraph (e), whether the data are clearly offensive to common sensibilities. The data in dispute must be examined by the court in camera. This paragraph does not affect the right of a defendant in a criminal proceeding to obtain access to portable recording system data under the Rules of Criminal Procedure.
- Subd. 3. **Retention of data.** (a) Portable recording system data that are not active or inactive criminal investigative data and are not described in paragraph (b) or (c) must be maintained for at least 90 days and destroyed according to the agency's records retention schedule approved pursuant to section 138.17.
- (b) Portable recording system data must be maintained for at least one year and destroyed according to the agency's records retention schedule approved pursuant to section 138.17 if:
- (1) the data document (i) the discharge of a firearm by a peace officer in the course of duty if a notice is required under section 626.553, subdivision 2, or (ii) the use of force by a peace officer that results in substantial bodily harm; or
  - (2) a formal complaint is made against a peace officer related to the incident.
- (c) Portable recording system data that document a peace officer's use of deadly force must be maintained indefinitely.
- (d) If a subject of the data submits a written request to the law enforcement agency to retain the recording beyond the applicable retention period for possible evidentiary or exculpatory use related to the circumstances under which the data were collected, the law enforcement agency shall retain the recording for an additional time period requested by the subject of up to 180 days and notify the requester that the recording will then be destroyed unless a new request is made under this paragraph.

- (e) Notwithstanding paragraph (b), (c), or (d), a government entity may retain a recording for as long as reasonably necessary for possible evidentiary or exculpatory use related to the incident with respect to which the data were collected.
- Subd. 4. Access by data subjects. (a) For purposes of this chapter, a portable recording system data subject includes the peace officer who collected the data, and any other individual or entity, including any other peace officer, regardless of whether the officer is or can be identified by the recording, whose image or voice is documented in the data.
- (b) An individual who is the subject of portable recording system data has access to the data, including data on other individuals who are the subject of the recording. If the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy. The identity and activities of an on-duty peace officer engaged in an investigation or response to an emergency, incident, or request for service may not be redacted, unless the officer's identity is subject to protection under section 13.82, subdivision 17, clause (a).
- Subd. 5. **Inventory of portable recording system technology.** A law enforcement agency that uses a portable recording system must maintain the following information, which is public data:
  - (1) the total number of recording devices owned or maintained by the agency;
- (2) a daily record of the total number of recording devices actually deployed and used by officers and, if applicable, the precincts in which they were used;
  - (3) the policies and procedures for use of portable recording systems required by section 626.8473; and
- (4) the total amount of recorded audio and video data collected by the portable recording system and maintained by the agency, the agency's retention schedule for the data, and the agency's procedures for destruction of the data.
- Subd. 6. Use of agency-issued portable recording systems. While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities.
- Subd. 7. **Authorization to access data.** (a) A law enforcement agency must comply with sections 13.05, subdivision 5, and 13.055 in the operation of portable recording systems and in maintaining portable recording system data.
- (b) The responsible authority for a law enforcement agency must establish written procedures to ensure that law enforcement personnel have access to the portable recording system data that are not public only if authorized in writing by the chief of police, sheriff, or head of the law enforcement agency, or their designee, to obtain access to the data for a legitimate, specified law enforcement purpose.
- Subd. 8. **Sharing among agencies.** (a) Portable recording system data that are not public may only be shared with or disseminated to another law enforcement agency, a government entity, or a federal agency upon meeting the standards for requesting access to data as provided in subdivision 7.
- (b) If data collected by a portable recording system are shared with another state or local law enforcement agency under this subdivision, the agency that receives the data must comply with all data classification, destruction, and security requirements of this section.
- (c) Portable recording system data may not be shared with, disseminated to, sold to, or traded with any other individual or entity unless explicitly authorized by this section or other applicable law.

- Subd. 9. **Biennial audit.** (a) A law enforcement agency must maintain records showing the date and time portable recording system data were collected and the applicable classification of the data. The law enforcement agency shall arrange for an independent, biennial audit of the data to determine whether data are appropriately classified according to this section, how the data are used, and whether the data are destroyed as required under this section, and to verify compliance with subdivisions 7 and 8. If the governing body with jurisdiction over the budget of the agency determines that the agency is not complying with this section or other applicable law, the governing body may order additional independent audits. Data in the records required under this paragraph are classified as provided in subdivision 2.
- (b) The results of the audit are public, except for data that are otherwise classified under law. The governing body with jurisdiction over the budget of the law enforcement agency shall review the results of the audit. If the governing body determines that there is a pattern of substantial noncompliance with this section, the governing body must order that operation of all portable recording systems be suspended until the governing body has authorized the agency to reinstate their use. An order of suspension under this paragraph may only be made following review of the results of the audit and review of the applicable provisions of this chapter, and after providing the agency and members of the public a reasonable opportunity to respond to the audit's findings in a public meeting.
- (c) A report summarizing the results of each audit must be provided to the governing body with jurisdiction over the budget of the law enforcement agency, to the Legislative Commission on Data Practices and Personal Data Privacy, and to the chairs and ranking minority members of the committees of the house of representatives and the senate with jurisdiction over data practices and public safety issues no later than 60 days following completion of the audit.
- Subd. 10. **Notification to BCA.** Within ten days of obtaining new surveillance technology that expands the type or scope of surveillance capability of a portable recording system device beyond video or audio recording, a law enforcement agency must notify the Bureau of Criminal Apprehension that it has obtained the new surveillance technology. The notice must include a description of the technology and its surveillance capability and intended uses. The notices are accessible to the public and must be available on the bureau's website.
- Subd. 11. **Portable recording system vendor.** (a) For purposes of this subdivision, "portable recording system vendor" means a person who is not a government entity and who provides services for the creation, collection, retention, maintenance, processing, or dissemination of portable recording system data for a law enforcement agency or other government entity. By providing these services to a government entity, a vendor is subject to all of the requirements of this chapter as if it were a government entity.
- (b) A portable recording system vendor that stores portable recording system data in the cloud must protect the data in accordance with the security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy 5.4 or its successor version.
- (c) Subject to paragraph (d), in an action against a vendor under section 13.08 for a violation of this chapter, the vendor is liable for presumed damages of \$2,500 or actual damages, whichever is greater, and reasonable attorney fees.
- (d) In an action against a vendor that improperly discloses data made not public by this chapter or any other statute classifying data as not public, the vendor is liable for presumed damages of \$10,000 or actual damages, whichever is greater, and reasonable attorney fees.
- Subd. 12. **Penalties for violation.** In addition to any other remedies provided by law, in the case of a willful violation of this section a law enforcement agency is subject to exemplary damages of not less than

twice the minimum, nor more than twice the maximum allowable for exemplary damages under section 13.08, subdivision 1.

**History:** 2016 c 171 s 5; 1Sp2021 c 11 art 3 s 5; 2023 c 52 art 10 s 1,2

# 626.8473 PORTABLE RECORDING SYSTEMS ADOPTION; WRITTEN POLICY REQUIRED.

Subdivision 1. **Definition.** As used in this section, "portable recording system" has the meaning provided in section 13.825, subdivision 1.

- Subd. 2. **Public comment.** A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.
- Subd. 3. Written policies and procedures required. (a) The chief officer of every state and local law enforcement agency that uses or proposes to use a portable recording system must establish and enforce a written policy governing its use. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as provided in subdivision 2. Use of a portable recording system without adoption of a written policy meeting the requirements of this section is prohibited. The written policy must be posted on the agency's website, if the agency has a website.
  - (b) At a minimum, the written policy must incorporate and require compliance with the following:
- (1) the requirements of section 13.825 and other data classifications, access procedures, retention policies, and data security safeguards that, at a minimum, meet the requirements of chapter 13 and other applicable law. The policy must prohibit altering, erasing, or destroying any recording made with a peace officer's portable recording system or data and metadata related to the recording prior to the expiration of the applicable retention period under section 13.825, subdivision 3, except that the full, unedited, and unredacted recording of a peace officer using deadly force must be maintained indefinitely;
- (2) mandate that a portable recording system be worn at or above the mid-line of the waist in a position that maximizes the recording system's capacity to record video footage of the officer's activities;
- (3) mandate that officers assigned a portable recording system wear and operate the system in compliance with the agency's policy adopted under this section while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official:
- (4) mandate that, notwithstanding any law to the contrary, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, except as otherwise provided in this clause and clause (5):
  - (i) the deceased individual's next of kin;
  - (ii) the legal representative of the deceased individual's next of kin; and
  - (iii) the other parent of the deceased individual's child.

A law enforcement agency may deny a request if the agency determines that there is a compelling reason that inspection would interfere with an active investigation. If the agency denies access, the chief law enforcement officer must provide a prompt, written denial to the individual who requested the data with a short description of the compelling reason access was denied and must provide notice that relief may be sought from the district court pursuant to section 13.82, subdivision 7;

- (5) mandate that, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording system data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7;
  - (6) procedures for testing the portable recording system to ensure adequate functioning;
- (7) procedures to address a system malfunction or failure, including requirements for documentation by the officer using the system at the time of a malfunction or failure;
- (8) circumstances under which recording is mandatory, prohibited, or at the discretion of the officer using the system;
  - (9) circumstances under which a data subject must be given notice of a recording;
- (10) circumstances under which a recording may be ended while an investigation, response, or incident is ongoing;
- (11) procedures for the secure storage of portable recording system data and the creation of backup copies of the data; and
- (12) procedures to ensure compliance and address violations of the policy, which must include, at a minimum, supervisory or internal audits and reviews, and the employee discipline standards for unauthorized access to data contained in section 13.09.
- (c) The board has authority to inspect state and local law enforcement agency policies to ensure compliance with this section. The board may conduct this inspection based upon a complaint it receives about a particular agency or through a random selection process. The board may impose licensing sanctions and seek injunctive relief under section 214.11 for an agency's or licensee's failure to comply with this section.

**History:** 2016 c 171 s 6; 2023 c 52 art 10 s 19

Prepared by: Ross Benzen, Deputy Fire Chief

# Background:

The Cambridge City Council approved the hiring of 4 newly hired probationary firefighters for the Cambridge Fire Department. These members will begin responding to emergency calls and spending time watching and learning. They will then attend schooling for Firefighter I, Firefighter II, and Hazmat. It is my honor to introduce these new members to you.

Please help me in welcoming:

- 1. Cody Binger
- 2. Matthew Carlson
- 3. David Foster
- 4. Tanner Julien

#### **Background:**

On October 29, 2024 at a special meeting of the Cambridge City Council we conducted the performance review of City Administrator Evan Vogel. There was no specific action taken following the review, but according to MN Stat 13D.05 subd 3(a) we must provide the public with a summary of the review conducted on an employee under our purview.

For specifically rated items Administrator Vogel was scored as follows (all grades out of 5):

City Council Relations: <u>5</u>
Organizational Leadership: <u>5</u>
Community Relations: <u>4.5</u>
Fiscal Management: <u>4.5</u>

Professional Involvement and Development: 5

Organizational Advocacy: 5

Intangibles: 4.5

In the written narrative portion of the review we wrote:

We would not have the stability nor the positive reputation without the work of Evan. We have noted an improvement in acceptance of feedback. Evan is a wonderful advocate for the City. Legislative, and LMC Participation is greatly appreciated. Coordination and transition planning for Police, Fire, and NB Liquor was well organized and seamless. We appreciate the focus on establishing Cambridge as an Employer of Choice

Prepared by: Marcia Westover, Community Development Director

### **Overview**

Staff updated the attached ordinance amendment with the help of the City Attorney. The ordinance provides a regulatory structure including licensing, fees, and penalties related to those cannabis products approved by the State of Minnesota and those licenses that will come into effect in 2025.

The large majority of the ordinance is already in effect for the low potency products. Some of the changes staff would like direction on include:

- The number of cannabis retail businesses within the municipal boundary. Cities may limit this to one (1) business per 12,500 residents, but cities can allow more if they choose.
- Hours of operation. Cities may limit the hours of operation between 10 a.m. and 9 p.m.
- Distances to schools, day care facilities, parks. Cities are allowed to prohibit the
  operation within 1,000 feet of a school, and prohibit operation within 500' of day care
  facilities, residential treatment facilities, parks/playgrounds/athletic fields, and other
  cannabis operations.

The other seemingly major changes include the language that was removed under Section 119.05 Basis for Denial of Registration and the language added for Section 119.06 Temporary Cannabis Events. These changes were advised by the City Attorney based on authority under State Statute.

Temporary Cannabis Events will be allowed at the State level, therefore need representation and standards within the city code. Standards specific to Cambridge as drafted include: holding the event at the established place of business (not off-site), submittal of a site plan showing parking details, temporary structures, lighting, and only allowing four days per year for such an event. The fees for these events will be established with the upcoming 2025 Fee Schedule.

Staff has also prepared an amendment to the zoning ordinance to cover lower potency hemp and cannabis related business and/or industry. The Planning Commission will review and then it will be brought to City Council for review in December.

#### **Compatibility with Strategic Goals**

Implementing an ordinance to regulate cannabinoid products relates to Strategic Goal #4- Be responsible and flexible in managing the City's administrative functions.

#### Fiscal Note

The staff time to enforce and administer the licensing and enforcement component will be offset by the fees captured.

#### **City Council Action**

Motion to approve Ordinance 793 regulating cannabinoid products as presented and allow staff to publish a summary ordinance.

#### **Attachments**

1. Ordinance 793

# ORDINANCE 793 TITLE XI BUSINESS REGULATIONS, CHAPTER 119 CANNABINOID PRODUCTS

The Cambridge City Council hereby amends and adds the following language in Title XI Business Regulations, Chapter 119 Cannabinoid Products:

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#### §119.01 Purpose.

The purpose of this Section is to regulate the sale of legalized adult-use of cannabinoid products and that meets the requirements to be sold for human or animal consumption under Minnesota Statutes, section 151.72 specifically for the sale of edible cannabinoid products, provided the product sold for human consumption does not contain more that 0.3% tetrahydrocannabinol and the edible cannabinoid product does not contain an amount of any tetrahydrocannabinol that exceeds more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of an tetrahydrocannabinol per package (THC products) for the following reasons:

- (a) The City recognizes that, based on the most reliable and up-to-date scientific evidence, the rapid introduction of newly legalized adult-use THCcannabinoid products\_presents a significant potential threat to the public health, safety, and welfare of the residents of Cambridge, and particularly to youth.
- (b) The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among cannabinoid product retailers with laws prohibiting the sale or marketing of cannabinoid products to minors.
- (c) A local registration and regulatory system for cannabinoid product retailers is

- appropriate to ensure that retailers comply with cannabinoid product laws and business standards of the City of Cambridge to protect the health, safety, and welfare of our youth and most vulnerable residents.
- (d) State law requires cannabinoid product retailers to check the identification of purchasers to verify that they are at least 21 years of age, comply with certain packaging and labeling requirements to protect children and youth, and meet certain potency and serving size requirements.
- (e) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of cannabinoid products and ensure the safety and compliance of commercially available cannabinoid products in the state of Minnesota.
- (f) State law does not preempt the authority of a local jurisdiction to adopt and enforce local ordinances to regulate cannabinoid product businesses including, but not limited to, local zoning and land use requirements and business registration requirements.
- (g) A requirement for a cannabinoid product retailer licenseThe requirements in this chapter are reasonable time, place, and manner regulations, and will not unduly burden legitimate business activities of retailers who sell or distribute cannabinoid products to adults but will allow the City of Cambridge to regulate the operation of lawful businesses to discourage violations of state and local cannabinoid\_Productrelated laws.

In making these findings and enacting this ordinance, it is the intent of the Cambridge City Council to ensure responsible cannabinoid product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of cannabinoid product- related laws, especially those which prohibit or discourage the marketing, sale or distribution of cannabinoid products to youth under 21 years of age.

#### §119.02 Scope.

- (a) This Article applies to the sale of any cannabinoid product as permitted by Minn. Stat. 152.72Minnesota Statutes.
- (b) This Article does not apply to the sale of any <a href="mailto:cannabidiol/CBD">cannabidiol/CBD</a> product as defined by this Article.
- (c) This Article does not apply to any product dispensed by a registered medical cannabis manufacturer pursuant to Minn. Stat. 152.22 to 152.37 esota Statutes.

#### §119.03 Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given to them:

Cannabinoid. Any edible cannabinoid product or nonedible cannabinoid product authorized for sale in Minnesota Statuteof the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain.

Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol. Cannabinoid

#### includes low-potency hemp edibles.

Cannabidiol/CBD. Any non-intoxicating cannabidiol not containing tetrahydrocannabinol (THC)

Cannabinoid-related devices. Any equipment, products or materials of any kind which are used, intended for use, or designed for use in repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

Certified hemp. Hemp plants that have been tested and found to meet the requirements of Minnesota Statute Chapter 18K and the rules adopted thereunder by the state State of Minnesota.

Compliance checks. The process or protocols the city uses to investigate and ensure that those authorized to sell Cannabinoid products are following and complying with the requirements of law. Compliance checks shall involve the use of persons under the age of 21 as authorized by this article. Compliance checks shall also mean the use of persons under the age of 21 who attempt to purchase cannabinoid products for educational research and training purposes as authorized by state and federal law. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to cannabinoid products.

Delivery sale. The sale of any cannabinoid products to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the- counter sales transaction in a registered retail establishment. Delivery sale includes, but is not limited to, the sale of any cannabinoid products when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.

Edible Cannabinoid product. Any product authorized for sale under Minn. Stat. 151.72 esota Statute that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

Exclusive Cannabinoid/Tobacco store. A brick and mortar retail store which derives a majority of its revenue from tobacco, tobacco products, CBD, and/or cannabinoid products and which cannot be entered at any time by persons younger than 21 years of age except as provided herein.

*Exclusive Liquor Store.* An establishment that meets the definition of exclusive liquor store in Minnesota Statutes, section 340A.101, subdivision 10.

Hemp. The plant Cannabis sativa L. and any part of the plant, whether growing or not, including the plant's seeds, and all the plant's derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis. Industrial hemp is not marijuana as defined in Section 152.01, subdivision 9.

Label. The meaning given in Minnesota Statute Section 151.01, subdivision 18.

Labeling. All labels and other written, printed, or graphic matter that are:

- (1) affixed to the immediate container in which a product regulated under this Article is sold;
- (2) provided, in any manner, with the immediate container, including but not limited to outer containers, wrappers, package inserts, brochures, or pamphlets; or
- (3) provided on that portion of a manufacturer's website that is linked by a scannable barcode or matrix barcode.

Registrant A human person registered under this Article.

*Registrant's clerk.* A person employed by a registrant to work at a sales or service counter or otherwise make sales to the registrant's customers.

*Marijuana*. All parts of the plant of any species of the genus Cannabis, including all agronomical varieties, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin, but shall not include the mature stalks of such plant, fiber from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination.

*Matrix Barcode.* A code that stores data in a two-dimensional array of geometrically shaped dark and light cells capable of being read by the camera on a smartphone or other mobile device.

Minor. Any person who has not yet reached the age of 18 years.

Moveable place of business. Any form of business operated out of a truck, van, automobile, trailer, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

Nonedible Cannabinoids. Include, but are not limited to tablets, capsules, solutions, tinctures, or other products meant for oral administration/ingestion; creams, lotions, ointments, salves, or other products meant for topical administration; products meant to be inhaled, smoked, vaped, sprayed into nostrils, or insufflated (sniffed); and hemp flowers and buds.

*Nonintoxicating Cannabinoid.* Substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

Public Place. All areas within the City except the following:

- (1) Private residences, including the curtilage and yard;
- (2) Private property not generally accessible by the public, unless a person is explicitly prohibited from consuming the products described herein by the owner of the property; and
- (3) The premises of an establishment or event licensed by the City to permit on-site consumption of the products described herein.

Retail establishment. Any place of business where cannabinoid products or cannabinoid-related devices are available for sale to the general public. The phrase shall include but not limited to, grocery stores, convenience stores, restaurants and drugstores.

Sale. Any transfer of goods for money, trade, barter or other consideration.

Self-service merchandising. Open displays of licensed product in any manner where any person shall have access to the licensed product without the assistance or intervention of the licensee or the licensee's employee. Such assistance or intervention shall involve the actual physical exchange of the licensed product between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer. "Self-service merchandising" shall not include vending machines.

THC. Abbreviation for tetrahydrocannabinol.

Vending machine. Any mechanical, electric or electronic, or other type of self-service device which,

upon the insertion of money, tokens or other form of payment, dispenses the licensed product and includes vending machines equipped with manual, electric or electronic locking devices.

#### §119.04 Registration.

No person shall sell-operate a state-licensed cannabis retail business or offer to sell any cannabinoid products or cannabinoid-related devices without first having registered with the City to do so.

(a) Application. Registration to sell cannabinoid products or cannabinoid-related devices shall be made on a form provided by the City and filed, along with all required fees, with the City Clerk. The investigation-initial registration fee is applied to the City's costs of the an initial compliance check and background investigation of the retail establishment and all person or entities that have at least a five percent financial interest in the retail establishment. The property must be in compliance with all applicable laws and ordinances. The public safety department shall conduct the initial compliance check and background investigation before consideration by the City.

#### (1) All registrants:

- a. Whether the applicant/owner is an individual, corporation, partnership, or other form of organization;
- Full name, address, date and place of birth, and telephone number of the applicant, all owners and operators, including the designated on-site manager or agent of the registrant;
- c. The address of the premises where the retail establishment is to be located if proposed to have a fixed location in which the retail services are provided and if the registrant does not own the premises, a copy of the lease agreement to occupy the premises;
- d. Statement of whether all taxes and special assessments due and owing on the premises on which the registrant proposes to operate the licensed business are current, and if taxes are delinquent, the years for which the taxes on the premises are delinquent (this information is required by the registrant only if the registrant or other entity in which the registrant has an interest has the legal duty to pay said property taxes or assessments due and owing);
- The name of the business if the business is to be operated under a name or designation other than the name of the registrant. This shall be accompanied by a certified copy of the certificate required by Minn. Stats. §§ 333.01 and 333.02;
- f. Proof of general liability insurance;
- g. The registrant shall produce at time of filing registrant the registrant's proof of identification which may be established only by one of the following:
  - A valid driver's license or identification card issued by Minnesota, another state, or a province of Canada, and including the photograph and date of birth of the license person;
  - A valid military identification card issued by the United States Department of Defense;
  - 3. A valid passport issued by the United States; or

4. In the case of a foreign national, by a valid passport.

For purposes of proof of identification, the "registrant" shall mean the on-site manager or agent for a retail establishment filing the registration and the natural person signing the registration for a cannabinoid product license:

- h. The registration shall identify the full name, address, date and place of birth, and telephone number of the natural person, designated by the registrant as the cannabinoid product business's on-site manager or agent, along with the notarized written consent of such a person to: (1) take full responsibility for the conduct of the registered premises operation; and (2) serve as agent for service of notices and other process relating to the registration;
- With respect to the owner, operator, or any person who has a five percent financial interest in the proposed licensed cannabinoid product sales business and the appointed on-site manager or agent of the registrant, information as to any and all criminal convictions of any state, county, or local law or regulation;
- Proof of Workers' Compensation Insurance as required by Minnesota law;
- Information as to any and all criminal conviction(s) of any state, county, or local law or regulation;
- I. Such other information as the city shall require.

#### (2) *Individual(s) (sole proprietor):*

- The full name, address, date and place of birth, and telephone number of the registrant;
- Whether the registrant and on-site manager or agent have ever used or have been known by a name other than his or her name on the registration, and if so, the name or names used and information concerning dates and places were used;
- Whether the applicant is a United States citizen or is legally permitted to be in the United States and providing proof thereof;
- The street and city addresses at which the registrant and on-site manager or agent lived during the preceding ten years;
- e. Names, addresses, and date of the registrant's and on-site manager's or agent's employers for the preceding ten years;
- f. Whether the registrant and on-site manager or agent have ever been engaged in the operation of cannabinoid and/or tobacco product sales. If so, they shall furnish information as to the name, place, and length of time of the involvement in such an establishment; and
- g. Such other information as the City shall require.

#### (3) Partnerships:

 a. The full name(s), address(s), date and place of birth, financial interest of all general partners and all of the information concerning each general partner that is required of registrants in provision (2) of this section;

- b. The full names(s), addresses, date and place of birth, and telephone number of the manager partner(s) and the interest of each managing partner in the business:
- c. A copy of the partnership agreement shall be submitted with the registration. The license shall be issued in the name of the partnership; and
  - d. Such other information as the City shall require.
  - (4) Corporations and other organizations:
    - a. The name of the corporation or business firm, and if incorporated, the state of incorporation;
    - A copy of the certificate of incorporation shall be attached to the registration. If the registrant is a foreign corporation, a certificate of authority as required by Minn. Stats. § 303.06, shall be attached;
    - c. The name of the manager(s), proprietor(s) or other agents(s) in charge of the business and all of the information concerning each manager, proprietor, or agent that is required of registrants in provision (2) of this section;
    - d. A list of all persons who own or have a five percent or more interest in the corporation or organization or who are officers of said corporation or organization, together with their addresses and all the information regarding such persons as is required in paragraph (2) of this section; and
    - e. Such other information as the City shall require.
  - (b) Action. The City Council may either approve or deny the Registration, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the registrant it deems necessary. If the Council shall approve the license, the City Clerk shall issue the registration to the registrant. If the Council denies the registration, notice of the denial shall be given to the registrant along with notice of the registrant's right to appeal the Council's decision.
  - (c) Registration period and renewal. A registration issued under this chapter shall be an annual registration, expiring on December 31 of each year.

Any existing business selling cannabinoid products within the City as of the effective date of this article, shall file all required registration applications hereunder, along with the registration and investigation fees, no later than October 1, 2023.

A registration may shall be annually renewed, provided the registrant complies with the renewal registration process as follows:

- The registrant shall complete the renewal registration materials provided by the City;
- (2) The completed renewal registration materials, along with the registration fee, shall be filed with City Clerk no later than November 30 of the renewal year;
- (3) The registrant shall provide all information regarding business ownership interest. If ownership interests have changed, an additional investigation fee is required.
- (d) Registration and investigation fees. The registration Registration and investigation and renewal fees may be established by the City Council in the Ordinance Establishing Fees and Charges for any licenses or registrations it is authorized to issue.

- (1) All registrations shall expire on the last day of December in each year. Each registration shall be issued for a period of one year, except that if a portion of the license year has elapsed when the registration request is made, a registration may be issued for the remainder of the year for a pro rata fee. In computing such fee, any unexpired fraction of a month shall be counted as one month.
- (1)(2) The City of Cambridge shall limit the number of cannabis retail businesses to one registration for every 12,500 residents within its municipal boundary.
- (e) Revocation or suspension. Any registration issued under this article may be revoked or suspended as provided in section 119.13 violations and penalties, of this article.
- (f) Transfers. All registrations issued under this article shall be valid only on the premises for which the registration was issued and only for the person(s) or entity to whom the registration was issued. Any attempt at transfer to another location, person, or entity shall invalidate the registration.

It is the duty of each business registrant to notify the City in writing of any change in ownership in the business. Any change in the ownership or control of the business shall be deemed equivalent to an attempt to transfer the registration, and any such registration shall be revoked 30 days after any such change in ownership or control unless the registrant has notified the City of the change in ownership by submitting a new registration request for the new owners, and the Council has approved the new registration.

Any time an additional investigation is required because of a change in ownership or control of a business, the registrant shall pay an additional investigation fee to be determined by the City. The City may at any reasonable time examine the transfer records and minute books of any business registrant to verify and identify the owners, and the City may examine the business records of any other registrant to the extent necessary to disclose the interest which persons other than the registrant have in the registered business. The Council may revoke any registration issued upon its determination that a change of ownership of a registrant has actually resulted in the change of control of the registered business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the Council on notice to the registrant.

- (h) Moveable place of business. No registration shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be registered under this article.
- (i) Home business. No registration shall be issued to a home business.
- (h) Display of registration.
  - The registration of the cannabinoid product sales establishment shall be displayed in an open and conspicuous place on the premises and shown to law enforcement officers upon request.
  - (2) All exclusive Cannabinoid/Tobacco store establishments shall post a notice prohibiting the entering of the store by persons under 21 years of age which notice shall be in plain view of the general public on the registered premises. The notice shall be at least 8½ inch by 11 inch in size.
- (i) Issuance as privilege and not a right. The issuance of a registration issued under this article shall be considered a privilege and not an absolute right of the registrant and shall not entitle the holder to an automatic renewal of the registration.

- (j) Exclusive liquor store. Pursuant to Minnesota Statute, section 340A.412, subd. 14, no registration shall be issued to an exclusive liquor store.
- (k) No registration shall be granted for any business in which the principal building is within 1,000 feet of any school or 500 feet of a licensed day care center, park, <u>church</u>, <u>another</u> <u>registered cannabis business</u>, <u>residential treatment facility</u>, playground or athletic field.
- (I) No registration will be approved unless the premises proposed to be registered complies with all applicable zoning requirements. <u>Permissible zoning district locations and specific</u> requirements are established in the city's Zoning Ordinance.
- (m) Refunds. No part of the fee paid for any registration issued under this Article shall be refunded except in the following instances upon request to the City within 30 days from the happening of the event. Upon written request, a pro rata share, based on the number of months the business ceases to conduct business, of an annual registration fee for a retail registration, may be refunded to the registrant or to the registrant's estate if:
  - (1) The business ceases to operate because of destruction or damage;
  - (2) The registrant dies;
  - (3) The business ceases to be lawful for a reason other than a registration revocation;
  - (4) The registrant ceases to carry on the registered business under the registration; or
  - (5) The business ceases to operate, or is unable to fully use its registration to operate, because of a declared local, state or national emergency. A written request by the registrant is not required.

#### §119.05 Basis for denial of registration.

The following shall be grounds for denying the issuance or renewal of a registration under this article; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the registration. If a registration is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the registration under this section.

- (a) The registrant or owner(s) is under the age of 21 years.
- (b) The registrant, owner(s), the appointed on-site manager or agent of the registrant, or any person who has at least five percent interest in the proposed registered business has a:
  - Conviction for, or was charged with, but convicted of a lesser charge of a crime, or is under a stay of adjudication from a charge involving a violation of any cannabinoid and/or tobacco related regulation in any other jurisdiction, theft, felony drug offense, any crime of violence as defined by Minnesota Statutes, or any other similar crime or offense within five years of the date of registration request; and/or
  - 2. Three (3) or more City Code violations, citations, fines, or administrative penalties issued by the City of Cambridge or any other jurisdiction within the preceding five (5) years relating to cannabinoids, tobacco, or alcohol related ordinances, laws, or regulations for a business owned or operated by the registrant, owners, manager, or agent.

(c)(b) The registrant or owner(s) has had a registration. The registrant or owner(s) has had or a state

license to sell cannabinoid and/or tobacco-products suspended or revoked, in the City of Cambridge or in any other place, within the preceding 10 years of the date of registration request.

(d)(c) \_\_\_\_\_\_ The registrant or owners(s) fails to provide any information required on the registration request, or provides false or misleading information.

- (e) The cannabinoid sales business is proposed to be operated on premises on which property taxes, assessments, or other financial claims by the state, county or city are due, delinquent, and unpaid, provided the registrant or owner(s) or other entity in which the registrant or owner(s) has an interest has the legal duty to pay said taxes, assessments, or claims due and owing.
- (f) The registrant or owner(s) was charged with a crime that if convicted would render them ineligible for a license under this chapter but entered into a plea agreement providing for the continuance of the charge for dismissal or other delayed disposition. In such case the registrant shall be disqualified and ineligible for a license under this chapter until such time as the charge is finally dismissed.
  - (g) The registrant or owner(s) has been denied a registration under this chapter within the preceding 12 months.
- (h) The registrant is a business that does not have an operating officer or manager who is eligible pursuant to this chapter.
  - (i) The registration request is for a home business or a moveable place of business.
  - (j) Other unforeseen circumstances or conditions exist such that the issuance of a registration may unreasonably endanger the health, safety, and welfare of the public.

#### §119.06 Temporary Cannabis Events.

- (a) An individual or business seeking to obtain a cannabis event license must provide the Office of Cannabis Management information about the time, location, layout, number of business participants, and hours of operation.
- (b) A license or permit is required to be issued and approved by the City of Cambridge prior to holding an event.
- (c) A registration fee, as established in the City of Cambridge fee schedule shall be charged to applicants for Temporary Cannabis Events.
- (d) The City of Cambridge shall require an application for Temporary Cannabis Events.
  - 1. An applicant for a retail registration shall fill out an application form, as provided by the City of Cambridge. Said form shall include, but is not limited to:
    - a. Full name of the property owner and applicant;
    - b. Address, email address, and telephone number of the applicant;
  - 2. The applicant shall include with the form:
    - a. the application fee as set in the fee schedule as approved by City Council.
    - a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

- A temporary event may only be held at the established place of business with the cannabis license and may not be held off-site.
- d. A Site Plan with dimensions showing details for parking, temporary structures, and any outdoor display/storage/sales. All city zoning standards must be met including but not limited to parking regulations, temporary structures, lighting, and outdoor display/storage.

The application shall be submitted to the City of Cambridge designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

- 3. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to appropriate city staff for review.
- 4. The application fee shall be non-refundable once processed.
- 5. The application for a license for a Temporary Cannabis Event shall meet the following standards:
  - (a) Four (4) calendar days per year are allowed for events.
  - (b) The event hours shall only occur between the hours of 10:00am and 10:00pm.
  - (c) Acknowledgement by the applicant that the City has the right to deny the application or to cease operation during the event if there are any public health, safety, or welfare concerns associated with the cannabis event.
  - (d) No on-site consumption of cannabis, alcohol, or other mood-altering drugs may occur during the event.

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Cambridge shall notify the applicant of the standards not met and basis for denial.

#### §119.076 Prohibited Acts.

- (a) In general, it shall be a violation of this article for any person to sell or offer to sell any cannabinoid products or cannabinoid-related devices:
  - (1) By means of any type of vending machine.
  - (2) By means of self-service merchandising.
  - (3) From any form of movable place of business.
  - (4) Containing controlled substances as defined in Minn. Stat. Ch. 152.
  - (5) By delivery sale.
  - (6) By any employee under the age of 18.

- (7) To an obviously intoxicated person.
- (8) By any other means or to any other person, prohibited by federal, state, or other local law, ordinance, provision, or other regulation.
- (b) Legal Age. No person shall sell any cannabinoid products or cannabinoid-related devices to any person under the age of 21 years.
  - (1) Proof of age for purchasing or consuming cannabinoid products or cannabinoid-related devices may be established only by that allowed by Minnesota Statute including but not limited to a valid driver's license or state identification card, a valid military identification card issued by the United States Department of Defense, or by a valid passport.
  - (2) Signage. Notice of the legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the registrant by the City, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.
- (c) Samples Prohibited. No person shall distribute samples of any licensed product free of charge or at a nominal cost. The distribution of cannabinoid products as a free donation is prohibited.
- (d) Hours of Sales. No sales of cannabinoid products will be allowed at the licensed premises after <del>109</del>:00 p.m. and before <del>810</del>:00 a.m. daily.
- (e) Self-Checkout. No sales of cannabinoid products or cannabinoid-related devices may be completed through self-checkout. A registrant or registrant's clerk must process each transaction at a point of sale.
- (f) Public Places. It is unlawful to use cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products, as defined in Minn. Stat. Section 342.01, in any Public Place anywhere in the City.
  - (1) Violation of this provision shall constitute a petty misdemeanor. Those found in violation will receive an \$80.00 citation for the first offense and a \$100.00 citation for any subsequent offense.

#### §119.087 Storage and Display.

It shall be unlawful for a registrant under this Article to allow the sale of cannabinoid products or cannabinoid-related devices by any means where by a customer may have access to such items without having to request the item from the registrant or the registrant's employee and whereby there is not a physical exchange of the cannabinoid product or cannabinoid-related devices between the registrant or his clerk and the customer. All cannabinoid product or cannabinoid-related devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. This section does not apply to exclusive cannabinoid/tobacco stores.

#### §119.098 Responsibility.

All registrants under this article shall be responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of registered products on the registered premises, and the sale of such an item by an employee shall also be considered a sale by the registration holder.

Nothing in this section shall be construed as prohibiting the City from also subjecting the clerk to whatever penalties are appropriate under this article, state or federal law, or other applicable law or regulation.

#### §119.1009 Pricing and Discounting.

- (a) Prohibition on the sale of cannabinoid products for less than the listed price. No cannabinoid retailer shall:
  - Honor or accept a price reduction instrument in any transaction related to the sale of cannabinoid products to a consumer;
  - (2) Sell or offer for sale cannabinoid products through any multi-package discount or otherwise provide a consumer any cannabinoid products for less than the Listed Price in exchange for the purchase of any other cannabinoid product;
  - (3) Sell, sell at a discount, offer for sale, or otherwise provide any product other than cannabinoid products in exchange for or in consideration of the purchase of cannabinoid products;
  - (4) Sell for a nominal price or provide free of charge any cannabinoid product or cannabinoid-related devices; or
  - (5) Otherwise sell, offer for sale, or provide cannabinoid products for less than the Listed Price. In addition, cannabinoid retailers must sell, offer for sale, or provide cannabinoid products for the same listed price every day of the week in a given week

#### §119.110 Compliance checks and inspections.

All registered premises shall be open to inspection by the City public safety officers, or other authorized City official during regular business hours. From time to time, but at least once per year, the City shall conduct compliance checks by engaging, with the written consent of their parents or guardians for individuals under age 18, persons over the age of fifteen-seventeen (1517) years but less than twenty-one (21) years, to enter the registered premises to attempt to purchase cannabinoid products. Persons used for the purpose of compliance checks shall be supervised by City designated public safety officers or other authorized City official. Persons used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase or the unlawful possession cannabinoid products when such items are obtained as part of the compliance check. Nothing in the section shall prohibit the city from conducting compliance checks in accordance with state and federal law.

#### §119.121 Criminal acts.

Unless otherwise provided, the following acts shall be a misdemeanor.

- (a) Sales. It shall be a violation of this article for any person to sell any cannabinoid products to any person under the age of 21.
- (b) *Possession*. It shall be a violation of this article for any person under the age of 21 to have in his or her possession any cannabinoid product. This subdivision shall not apply to persons under the age of 21 lawfully involved in a compliance check.

- (c) Use. It shall be a violation of this article for any person under age 21 to use any cannabinoid product.
- (d) Procurement. It shall be a violation of this article for any person under age 21 to purchase or sell or attempt to purchase or sell or otherwise obtain any cannabinoid product and it shall be a violation of this article for any person to purchase or sell to or otherwise obtain such items on behalf of a person under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce a person under the age of 21 to illegally purchase or otherwise obtain or use any cannabinoid product. This subdivision shall not apply to persons under the age of 21 lawfully involved in a compliance check.

#### §119.132 Violations.

- (a) Administrative procedures. Any violation of this article may be penalized by the issuance of an administrative citation and resolved in accordance with Chapter 38 Administrative Citations, of the City Code.
- (b) Misdemeanor prosecution. Nothing in this section shall prohibit the City from seeking criminal prosecution under Minnesota Statutes. Whoever violates any provision of this article shall be guilty of a misdemeanor. If the City elects to seek misdemeanor prosecution, no administrative penalty shall be imposed.
- (c) Continued violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

#### §119.143. Penalties.

- (a) Registrants. Any retail registration issued or approved under this chapter shall be suspended for a period of time determined by subsection (b) or revoked upon finding that within one calendar year, the retail registration is responsible for three violations which fail to comply with applicable statutes, rule or article related to the sale, possession and use of cannabinoid products or cannabinoid-related devices. No suspension or revocation shall take effect until the registrant has received proper notice and has been afforded an opportunity for a hearing before the City's selected impartial examiner. The City Council may impose penalties provided in this Article on the retail registrant who sells cannabinoid products or cannabinoid-related devices products as defined in this article to any persons under the age of 21 years. Nothing in this section shall prohibit the City from seeking an administrative penalty as provided by resolution of the City Council.
- (b) Penalty terms. If a registrant or an employee of a registrant is found to have violated this article, the registrant shall be subject to an administrative penalty as follows:
  - (1) First violation: The City shall impose a civil fine of \$500.
- a. In addition, the city may suspend the registration for a period up to 60-30 days, unless the State has suspended the state-issued license longer, in which the registration suspension may be coextensive with the state suspension. The City may agree with the registrant to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the registrant's employee.
  - (2) Second violation: The City shall impose a civil fine of \$1,000.
- a. In addition, the City may suspend the registration for a period up to 90-30 days. The City may

agree with the registrant to waive up to ten days of suspension at a rate of two days for every eight hours of community service performed by the registrant's employee.

- (3) Third violation: The City shall impose a civil fine of \$2,000 and suspend the registration for a minimum period of <u>180-30</u> days, not to exceed one year.
- (c) Other individuals. Other individuals, other than persons under the age of 21 regulated by this chapter, found in violation of this article shall be charged an administrative penalty as provided by ordinance of the City Council.

#### §119.154. Severability.

City Administrator

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

All other sections and subsections of this Chapter shall remain as written and previously adopted by the City Council. This ordinance shall become effective upon publication.					
Adopted by the Cambridge City Council this 18th day of November, 2024.					
ATTEST:	James A. Godfrey, Mayor				
Evan C. Vogel, City Administrator					
Date of Publication: November 28, 2024					
<u>Summary</u>	<u>Publication</u>				
Ordinance 793 amended Title XI Business Regulation in-line with State Statute and clarify the extents of complete copy of the ordinance is available at City inspection.					
·					
ATTEST:					
Evan C. Vogel					

Prepared by: Jacob Nosbush, City Planner

# Overview

Opal Fuels has requested an Interim Use Permit on behalf of property owner Waste Management. The request is for a 32-unit Compressed Natural Gas (CNG) fueling station and associated equipment. The proposal would add over 43,000 square feet of pavement atop currently existing gravel lot for truck travel.

CNG is said to be an environmentally clean and economic alternative to diesel fuel. This CNG station will serve Waste Management's trucks and other vehicles for their refueling purposes.

Site Plan review is underway and a number of items were addressed- items not yet completed are included below in the recommended conditions of approval of this IUP application.

Considerations made during Site Plan Review included site security, visibility from Opportunity Blvd N (East side of Site), drainage, fire and emergency safety and access. Staff are comfortable with the project since the system will be monitored by a corporate security team 24 hours/day and will have a fire watch system/detection. Security gates will have a key or a code. Our Fire Department will be trained on operations of the facility.

The City Code does not directly address CNG fueling stations, but the Code does provide that "other uses" may be considered by the Planning Commission on an interim basis. An Interim Use Permit provides allowance to a use that is presently acceptable but that, with potential development or other changes, may not be acceptable in the future. The Interim Use Permit in this case will be reviewed to assure there are no changes needed and that the use continues to be acceptable and all State Building and Fire codes are met.

# **Planning Commission Action**

The Planning Commission made a motion (6/1) to recommend approval of the Resolution for five (5) years as long as the following conditions are met, with the addition of condition #4 in order to ensure continued safety of the site and surrounding area in the event of an emergency.

- 1. The Interim Use Permit for a 32-stall Compressed Natural Gas (CNG) fueling station is not transferrable and shall only be used by Waste Management, and shall discontinue on or be renewed before 5 years from the date of approval (November 18, 2029).
- 2. Upon request of the City, provide testing and calibration records of the monitoring and emergency shut off equipment. These records should available at all times.
- 3. Provide additional matching opaque fencing on north facing section as shown on landscaping plan (northeast section bordering drainage pond).

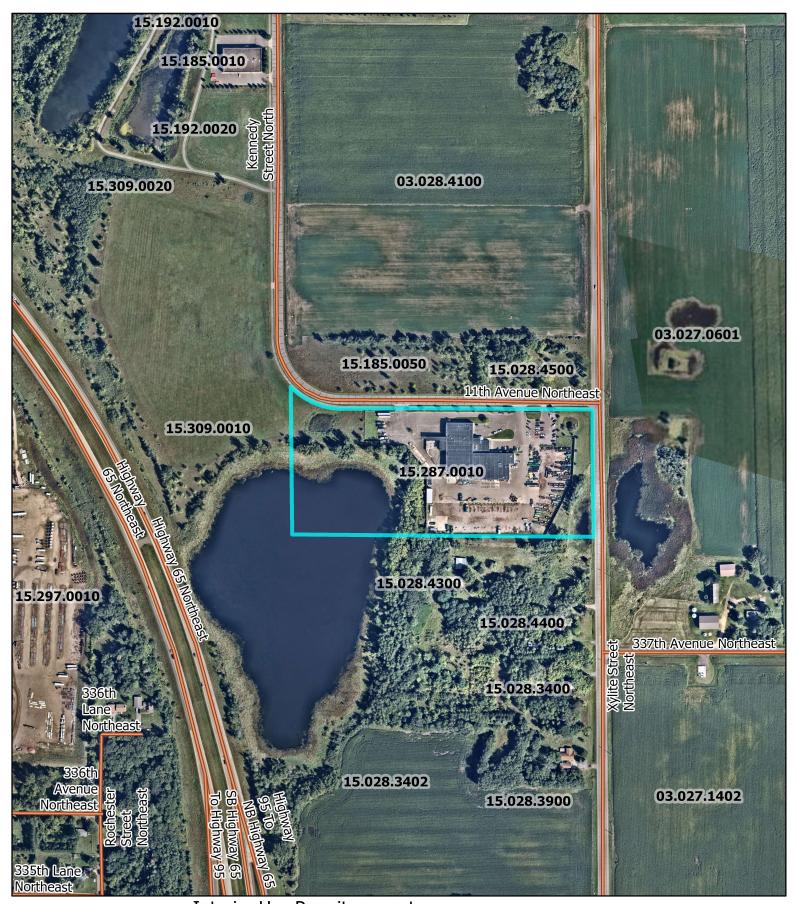
4. Training shall be conducted for the Cambridge Fire Department regarding emergency response prior to the commencement of use of the facility and at a frequency of every three (3) years thereafter.

# **City Council Action**

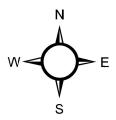
Make a motion to approve Resolution R24-094 as presented with the conditions above.

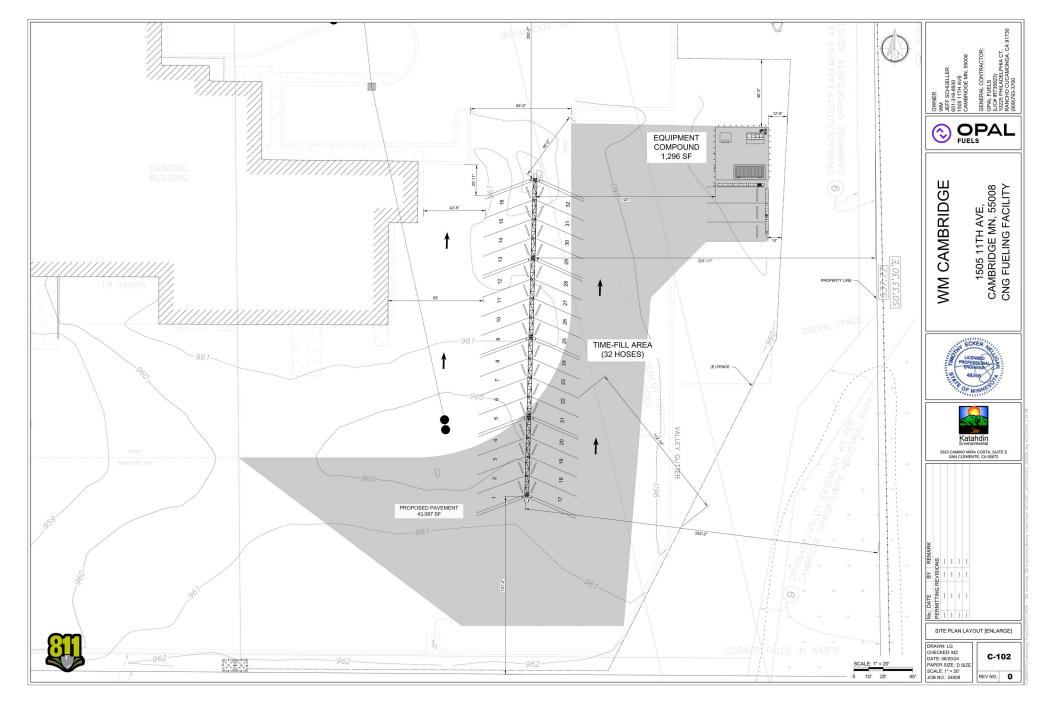
# **Attachments**

- 1. Location Map
- 2. Applicant Submittal (written and site plan)
- 3. Draft Resolution



Interim Use Permit request
Waste Management & Opal Fuels
Private CNG Fuel Station
1505 11th Ave NE





#### Resolution No. R24-094

# RESOLUTION APPROVING AN INTERIM USE PERMIT OPAL FUEL & WASTE MANAGEMENT TO ALLOW A CNG FUELING STATION IN THE I-1 ZONING DISTRICT (SITE ADDRESS: 1505 11<sup>TH</sup> AVE NE)

**WHEREAS,** Opal Fuel, 10225 Philadelphia Ct, Rancho Cucamonga, CA, applicant, and Waste Management, 1505 11<sup>th</sup> Ave NE, Cambridge, MN 55008, property owner; representatives of the property located at:

Lot 1, Block 1, Cambridge Opportunity Industrial Park 5<sup>th</sup> Addition, Isanti County, Minnesota

has applied for an Interim Use Permit to allow a 32-stall Compressed Natural Gas (CNG) fueling station in the I-1 Zoning District; and

WHEREAS, The Planning Agency of the City has completed a review of the application and made a report pertaining to said request, a copy of which has been presented to the City Council; and

**WHEREAS,** The Planning Commission of the City, on the 6<sup>th</sup> day of November, 2024, following proper notice, held a public hearing to review the request and adopted a recommendation that the Interim Use Permit be approved; and

**WHEREAS,** the City Council, on the 18<sup>th</sup> day of November, 2024, reviewed the Planning Commission's recommendation and the information prepared by the Planning Agency of the City and finds that the proposed Interim Use is compatible with the City's Comprehensive Plan.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of Cambridge, Minnesota, approves the Interim Use Permit for a 32-stall Compressed Natural Gas (CNG) fueling station and associated equipment in the I-1 Zoning District at the location listed above for five (5) years, upon satisfying the conditions listed below:

- 1. The Interim Use Permit for a 32-stall Compressed Natural Gas (CNG) fueling station and associated equipment is not transferrable and shall only be used by Waste Management, and shall discontinue on or be renewed before 5 years from the date of approval (November 18, 2029).
- 2. Upon request of the City, provide testing and calibration records of the monitoring and emergency shut off equipment. These records should available at all times.
- 3. Provide additional matching opaque fencing on north facing section as shown on landscaping plan (northeast section bordering drainage pond).

4.	Training shall be conducted for the Cambridge Fire Department regarding emergency
	response prior to the commencement of use of the facility and at a frequency of every
	three (3) years thereafter.

Adopted by the Cambridge City Council This 18<sup>th</sup> day of November, 2024

	James A. Godfrey, Mayor	
Evan C. Vogel, City Administrator	_	

Prepared by: Alex Smith, Deputy City Administrator

# Background:

The annual contract for HVAC maintenance for the library is coming to an end, effective Dec 19<sup>th</sup> with Air Conditioning Associates (ACA). As staff have been unhappy with the services and quality of work from ACA, a quote was requested from NAC who is the company that handles our systems in our other city owned buildings. Staff is requesting approval to enter into a quarterly maintenance contract with NAC for the library HVAC system for 2025.

2024 ACA Annual Rate: \$5,420.00 2025 NAC Annual Rate: \$6,300.00

#### Recommendation:

Approve the quarterly maintenance contract with NAC for the library for 2025

# **Attachments:**

1. NAC Mechanical Customer Support Agreement – Cambridge Library



**Customized For** 

# Cambridge Public Library

111 N Dellwood Street Cambridge, MN 55008



Term
January 1, 2025 through December 31, 2025

Prepared By:

Stephen Kotzmacher Account Manager

11/12/20224



# Introduction

Cambridge operations staff will be responsible for the day to day operations of the building automation and managing the HVAC system. The facility staff has been trained and is experienced in managing the different areas of HVAC and temperature controls. Because of this, they do not require a high level of support from vendors; but use Customer Support Agreements (CSA) to augment their current knowledge and protect their equipment investment and maximize utility efficiency use over the long term.

# **Customer Support Agreement (CSA) Goals**

- Develop a maintenance relationship with Client to promote the use of automated operation and proactive maintenance of systems to maximize facility staff throughput and utility savings.
- Support facility staff with pre-season performance testing and maintenance.
- Extend the life of the owner's mechanical assets beyond industry standards and thus reducing downtime and repair cost and maximizing Client ROI.
- Allow Client to focus on their core competencies to execute their mission.
- Constant improvement through Continuous Commissioning. Always looking to improve the benchmark that has been set.

# **Proposal Contents**

- NAC Custom Service Plan Features (based upon customer request/input)
- Schedule of Services
- Customer Support Agreement Pricing Summary/Signature Page
- Terms and Conditions

# \*Specific Cost Saving Facts

- If you are overheating your space by just 3Deg, due to miscalibrated controls, this will cause an increase in your fuel consumption by over 16% when it is below 50Deg outside.
- Temperature control systems out of calibration cause increased operational cost of 5-15% per year. This is based on servicing hot and cold calls throughout their shifts.
- Setting back the temperature 10Deg in a building, unoccupied 12 hours per day and 41 hours per weekend, results in utility savings of approximately 24%.
- Dirty air filters in air handling units increase the total static pressure .5" and generates the need for 10% additional horse power.
- One millimeter of scale will raise the energy consumption of a chiller 10% at full load.
  - \*Source (Terry A. Thompson "Preventive Maintenance Save Energy Dollars" Engineered Systems)



# **NAC Customer Support Agreement**

The following is a comprehensive list of the Support Services NAC offers to maximize the value of your investment in your Mechanical and your Building Control Systems. Following this list of Support Services is a detailed description of each offering and the value that it provides.

# 1. Mechanical, Electrical, and Plumbing Preventive Maintenance and Performance Testing Services

- Mechanical Systems
- Electrical Systems
- Plumbing Systems

# 2. Emergency Response Services (Standard or Premium)

• On-Site Response

# 3. General Services; Included in All Support Agreements

- Account Management
- Documentation of All Services Provided
- Quality Assurance Program



# **NAC Customer Support Agreement Detailed Description**

# 1. Mechanical, Electrical, and Plumbing Preventive Maintenance and Performance Testing Services

# Air Handling / MAU/ Rooftop Maintenance and Performance Testing

Air Handling systems are one of the single largest operating expenses that a company has. NAC will provide a complete operational performance test to include heating, cooling delta tees, bearings, and belts, verify safeties are working properly, and that set points are optimized for the highest level of utility savings.

		• •	•	•	
☑ Included in this	Suppor	t Aareemei	nt		
Condenser Coil					

# Misc. HVAC Equipment Maintenance and Performance Testing

Complex and even simple buildings can have many different mechanical systems that need to be maintained to ensure that building is running at optimum performance. NAC will verify the operation and performance test each of the items listed below per manufacture's recommendations.

$\boxtimes$	Condensing	Unit(s)
$\boxtimes$	Exhaust Fan	S

## AIR HANDLING SECTION - ROOFTOP UNIT

- Audio and visual inspection
- Change filters with high efficiency **Pleated style** filters per contract
- Check belt condition and tension, Replace per contract
- Check sheaves alignments and security
- Inspect bearings, collars and set screws
- Visual inspection of dampers, linkage and positioning
- Check controllers, operations and settings
- Inspect contactor and relays

# A.C. CHECK - ROOFTOP AND CONDENSING UNIT

- Check suction and discharge pressures
- Verify refrigerant charge
- Check compressor contactors
- Electrically test compressor motor windings where applicable
- Inspect condenser fan motor and blades
- Lubricate condenser fan and motor bearings
- Clean condenser coil per contract
- Check safety and operating controls
- start-up
- Summer Operational Check

## **HEATING CHECK – ROOFTOP**

- Visually inspect condition of heat transfer surfaces for corrosion or cracks. Clean as needed
- Check for gas leaks in and around heating unit immediate area
- Check pilot assembly
- Run heating cycle
- Adjust pressure regulator
- Check and adjust all safety controls
- Check fan operating control
- Check out complete furnace cycle
- Check and adjust thermostat
- Report all findings and deficiencies
- Winter operational check



# **EXHAUST FANS**

- Audio and visual inspectionLubricate fan and motor bearings as applicable
- Replace belt one time per year

# **ENERGY RECOVER UNIT**

- Inspect ERV core
- Clean ERV core
- Replace filters
- Verify operation



# 2. Emergency Response Services

On-site Emergency Response
Mechanical ☑ Electrical ☐ Plumbing ☐  If during our On-line Emergency response we are unable to resolve the situation we will dispatch a Service Professional to your facility. Non-emergency calls, as determined by your staff and NAC will be incorporated into the next scheduled service visit.
☑ <b>Standard Emergency On-site Response Time</b> – NAC will be on site by the end of the next business day; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays
<b>Emergency Response Services</b> Services listed above guarantees response time to an emergency situation <b>only</b> . The use of on-line and/or on-site emergency service is not included in the scope of this contract and will be billed at the applicable time &
material rates.
After-Hours Support  Emergencies can and usually happen when you least expect it and many times on the weekends or after 5:00 PM. It is very important to NAC to provide support in all emergency situations for all of our customers. To address this concern NAC has a 24-7-365 emergency answering service. You can utilize this service in an after-hours emergency situation by calling 651-490-9868 or by emailing <a href="mailto:service@nac-hvac.com">service@nac-hvac.com</a> . After receiving the call or email we will first attempt to solve the issue on-line as described in the On-line Emergency Response section of this proposal. If the problem persists we will discuss it with you and upon your approval dispatch a service technician to your site.
3. General NAC Customer Support Agreement Features
Account Manager - A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
☑ Dedicated Service Team - Our Service Team knows controls and mechanical systems; they are trained on all aspects of maintaining and troubleshooting your systems interoperability to maximize uptime and energy efficiency.
$\boxtimes$ <b>Documentation</b> - All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.
System and Service Log - NAC will provide you with a log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.



Checked items are included as detailed under "Customer Support Agreement Detailed Description"

		Winter		Spring		Summer		er	Fall				
M	echanical, Plumbing and Electrical Services												
х	Mechanical Maintenance / Performance Testing	Х			x x		Х	x		х			
	Electrical Maintenance / Performance Testing												
	Plumbing Maintenenance / Performance Testing												
	Flex Hours Support	To be used as directed by customer staff			taff								
	Customer Training												
	Emergency Response												
	General Services												
Other Services		Coverage Code						Basic		Full			
х	Limited Troubleshooting and Diagnostics	Mechanical System*			Х		Т						
х	Account Management	Electrical System*											
Х	Emergency Response Services	Plumbing System*											

<sup>\*</sup>Please refer to "Equipment List" for complete equipment coverage details.

# **Customer Support Agreement Pricing Summary**

**Billing Period in Advance:** 

Quarterly

Pricing for these features is based on a 1-year program with a start date of January 1, 2025.

Year 2025: \$ 6,300.00 (Six Thousand Three Hundred Dollars and no/100)

Quarterly pre-billed amount: \$ 1,575.00

NAC believes that this proposal is in the best interests of City of Cambridge and is based on your input. Please feel free to contact me if you have any changes. If accepted, please sign, date below and return to NAC with purchase order or billing information.

This proposal is valid for 30 days from the time that it is signed by an authorized NAC Mechanical & Electrical employee. Contract will renew year on year after the original term unless NAC Mechanical & Electrical Services receives writing notification to cancel this agreement 30 days prior to the end of the contract term.

CITY OF CAMBRIDGE	NAC MECHANICAL & ELECTRICAL SERVICES
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# **Attachment A**



# **Equipment Included (Covered Equipment)**

This agreement assumes that the equipment listed below is in good maintainable condition. If repairs are found to be necessary upon initial inspection or initial seasonal startup, repair charges will be submitted for approval by the client prior to the repairs being performed.

Quantity	Equipment	Model Number	Serial Number	Manufacturer	
1 RTU		580JP08D1802ADAAA	3913P31324	BRYANT	
1 RTU		582KP07N110A2A0AAA	1319C76648	BRYANT	
1	RTU	580JP06A115A2A0AAA	5017C86842	BRYANT	
1	RTU	581JP06a115A2A0AAA	4018C82353	BRYANT	
1	RTU	580JP14D224A3A0ADA	3418P34243	BRYANT	
1	RTU	580JP08D180A2A0ADA	2919P35448	BRYANT	
1	RTU	581JP06A115A2A0AAA	3718c86710	BRYANT	
1	RTU	581JP06A116A2A0AAA	4018c82238	BRYANT	
6	FAN COIL	FT4B	TBD	BRYANT	
6	CONDENSOR	186CNV	TBD	BRYANT	
2 MINI SPLIT DHP36CSB		DHP36CSBN21S	NA	BRYANT	
1 ERV		TBD	TBD	RENEWAIRE	



### TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of NAC Mechanical & Electrical (referred to herein as "NAC") Customer Support Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "CSA Agreement".

## Article 1: General

- 1.1 a) The CSA Agreement, when accepted in writing by the Customer and approved by an authorized representative of NAC shall constitute the entire, complete and exclusive agreement between the parties relating to a technical support program ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the CSA Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the CSA Agreement. The CSA Agreement and any rights or obligations thereunder may not be assigned by either party without the advance written consent of the other.
- (b) The terms and conditions of this CSA Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of NAC. NAC's performance under this CSA Agreement is expressly conditioned on Customer's assenting to all of the terms of this CSA Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to NAC by Customer relating to this subject matter.
- c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.
- 1.2 This CSA Agreement shall automatically renew for successive one (1) year periods beginning on the anniversary date of the original term as set forth in the Proposal, unless stated otherwise in the CSA Agreement.
- 1.3 Either party may terminate or amend this CSA Agreement by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew after the original term.
- $1.4\ {\rm This}\ {\rm CSA}\ {\rm Agreement}\ {\rm shall}\ {\rm be}\ {\rm governed}\ {\rm by}\ {\rm and}\ {\rm enforced}\ {\rm in}\ {\rm accordance}\ {\rm with}\ {\rm the}\ {\rm laws}\ {\rm of}\ {\rm the}\ {\rm State}\ {\rm of}\ {\rm Minnesota}.$
- 1.5 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide NAC with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and NAC will, in its discretion, act accordingly.
- 1.6 NAC will be permitted to control and/or operate all Equipment necessary to perform the Services.

## Article 2: Equipment Testing, Inspection and Maintenance

- 2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this CSA Agreement or the first scheduled inspection, NAC will have inspected all the Equipment.
- 2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. NAC will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of NAC.

## Article 3: Charges, Fees and Invoices

- 3.1 Payments to be made under this CSA Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this CSA Agreement; (b) Services performed other than during NAC's normal working hours; and (c) Service performed on equipment not covered by this CSA Agreement.
- 3.2 Invoices are due net 30 days or otherwise as may be set forth therein. If any payment is not received net 30, NAC may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

#### Article 4: Allocation of Risk

- 4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by NAC or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this CSA Agreement is warranted for 90 days after the work is performed.
- 4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than NAC or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per NAC's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by NAC or not bearing NAC's nameplate.
- 4.3 NAC will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from NAC's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. NAC's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than NAC.

# Article 5: Customer Responsibilities

- 5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.
- 5.2 Customer will promptly notify NAC of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.
- 5.3 Customer will provide NAC with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.



# Article 6: Limitations of Maintenance or Service Obligations

- 6.1 NAC will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. NAC assumes no responsibility for any service performed on any Equipment other than by NAC or its agents.
- 6.2 NAC shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.
- 6.3 NAC is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.
- 6.4 NAC shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.

Prepared by: Ross Benzen, Deputy Fire Chief

# Background:

FEMA (Federal Emergency Management Agency) has announced they have opened the AFG (Assistance to Firefighter Grant) grant for this cycle. Cambridge Fire Department hired a grant writer the last cycle to assist in writing this grant. Though it was unsuccessful, there were record numbers of applications submitted. When these large grants open, I believe that it is best to apply every time and also to hire a grant writer. There are many steps that go into filling out the application and that is why I am making the request.

Cambridge Fire is still in need of vehicle extrication equipment. The intention is to apply for approximately \$70,000 towards this project. With this grant, there will be up to a 10% match from the city. I will use my FIRE budget to pay this fee if awarded. The fee for the grant writer will be no more than \$1,000.

FISCAL NOTE: The matching funds will come from the FIRE budget.

Strategic Plan Connection: This request is consistent with core strategy #2—deliver exceptional public service with an emphasis of providing proper equipment to effectively and safely perform job duties.

**Recommendation:** Approve the request to apply for the FEMA AFG Grant and hire a grant writer to assist.

# Cambridge Planning Commission Meeting Minutes Wednesday, November 6, 2024

\*Special note: There was an error in recording audio for this meeting, this is the best recreation of the meeting according to staff recollection.

Pursuant to due call and notice thereof, a regular meeting of the Cambridge Planning Commission was held at Cambridge City Hall, 300 3rd Avenue NE, Cambridge, Minnesota.

Members Present: Commissioners Jessica Kluck (Chair), Robert Boese (Vice Chair), Joe Morin,

Michael Liddy, Julie Immel, David Redfield, and Mark Ziebarth (City Council

Representative)

Staff Present: Community Development Director Marcia Westover, City Planner Jacob

Nosbush

# Call to Order and Pledge of Allegiance

Kluck called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

# **Approval of Agenda**

Immel moved, seconded by Boese, to approve the agenda. All voted aye, no nays. Motion carried unanimously.

# **Approval of Minutes**

Liddy moved, seconded by Morin, to approve the September 4, 2024 meeting minutes. All voted aye, no nays. Motion passed unanimously.

# **Public Comment**

Kluck opened the public comment at 7:01 pm. No one approached to speak.
Kluck closed the public comment at 7:02 pm.

# **Unfinished Business**

No unfinished business

# **New Business**

# A PUBLIC HEARING Newcomb Chicken IUP- 671 Elins Lake Rd

Nosbush presented the request from Breanna Newcomb, 671 Elins Lake Rd SE, to keep up to six chickens at the 0.57-acre property through an Interim Use Permit (IUP). Properties with less than three acres are allowed up to six chickens.

Nosbush noted there have been concerns raised related to free roaming chickens that caused a code enforcement case to be opened on this property. Once the owner was made aware, they promptly applied for a permit and became compliant with the City's ban on free ranging. If approved, the applicant will be required to have leg bands on chickens, allowing complaints to be differentiated

between existing owners with IUPs, such as this site, and other non-permitted site owners in the area.

Nosbush noted that coop pictures were submitted, but it is unclear if the coop as shown meets the required setbacks as identified for accessory structures. The coop needs to be 10 feet from the side property line and 30 feet from any adjacent residential dwellings.

# **Public Hearing**

Kluck opened the public hearing at 7:08 pm.

Mary Sarault, 695 Elin's Lake Rd SE. Sarault expressed concerns regarding the chickens going into their yard and garage. They noted that since the City has become aware of the issue, it has improved.

Tom Maassen, 698 Elin's Lake Rd SE. Maassen said they had concerns about odors and would like the coop to be cleaned regularly. He stated there should not be roosters on the property and the coop needs a run. He feels the chickens attract other animals, such as bears and coyotes, to the area. They noted that since the City has become aware of the issue, it has improved.

Kluck closed the public hearing at 7:11 pm.

Immel encouraged residents to continue to bring complaints to the City as they arise.

Kluck and Redfield questioned if there were regulations on coop size, Liddy replied there were no rules regarding this.

Morin motioned, seconded by Liddy, to recommend approval of the draft resolution as presented to allow an Interim Use Permit for two years to allow up to six chickens on the property as long as the conditions listed can be met.

Redfield requested changing the expiration to one year. Morin and Liddy agreed to amend the motion to a one-year IUP.

Upon vote, all voted aye, no nays. Motion carried.

## B **PUBLIC HEARING** Waste Management CNG CUP- 1505 11th Ave NE

Nosbush said Opal Fuels requested an Interim Use Permit (IUP) on behalf of property owner Waste Management. The request is for a 32-unit Compressed Natural Gas (CNG) fueling station and associated equipment. The proposal would add over 43,000 square feet of pavement atop currently existing gravel lot for truck travel. CNG is said to be an environmentally clean and economic alternative to diesel fuel. This CNG station will serve Waste Management's trucks and other vehicles for their refueling purposes.

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Nosbush noted a site plan review is underway and a number of items have been addressed. Items not yet completed are included in the recommended conditions of approval. Considerations made during site plan review included site security, visibility from Opportunity Blvd N, drainage, and fire and emergency safety and access. Staff are comfortable with the project since the system will be monitored by a corporate security team 24 hours per day and will have a fire detection system. Security gates will have a key or a code. The Cambridge Fire Department will be trained on operations of the facility.

Nosbush said the City Code does not directly address CNG fueling stations, but does provide that other uses may be considered by the Planning Commission on an interim basis. The IUP in this case will be reviewed to assure there are no changes needed and that the use continues to be acceptable and all State Building and Fire codes are met.

# **Public Hearing**

Kluck opened the public hearing at 7:23 pm.

Brandon Rapallo, Opal Fuels representative, approached for questions. Boese asked if CNG was safer than propane, Rapallo said CNG is lighter and disperses quickly, there are safety features on the fittings, and no above ground tanks. Commissioners also discussed concerns regarding the close proximity to the hospital and near-by farm fields, and the extra burden this would place on firefighters. Morin recommended adding a condition that firefighter training needs to be completed before the site opens, and refreshed every three years.

Kluck closed the public hearing at 7:40 pm.

Immel motioned, seconded by Ziebarth, to recommend approval of the draft resolution with the amendment to add the firefighter training requirements as discussed. Upon vote, Kluck, Boese, Liddy, Immel, Redfield, and Ziebarth voted aye. Morin voted nay. Motion carried 6/1.

# C **PUBLIC HEARING** Leaf's Towing IUP- 791 Garfield St S

Westover presented the request by Leaf's Towing & Recovery, 791 Garfield St S, Cambridge, MN 55008, for an extension on their Interim Use Permit (IUP) to continue to allow an impound lot and outdoor storage in the I-1 Zoning District. The initial IUP was granted on November 17, 2014 and extended on December 2, 2019. In 2023 they expanded their lot with asphalt, curb and gutter, and improved stormwater ponding requirements in the area. They have been responsible property owners and work with staff if issues arise.

Westover continued, the MPCA does not regulate impound lots; they leave it up to individual cities to regulate them in their communities. The MPCA suggested to have Best Management Practices in place for the impound lot. The same conditions of approval as in the previous years will be listed to identify Best Management Practices. All towed and impounded vehicles are being stored outside on improved surface and behind a screen fence. Outdoor storage is allowed by an IUP in all industrial zoning districts.

Westover noted staff find the towing use and outdoor storage in this location still acceptable and that no anticipated development has presented itself for the area. The IUP allows staff, the Planning

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Commission, and City Council to review the use, study the area, and determine any issues or concerns that may arise. It is recommended to allow the IUP extension request for another five years.

# **Public Hearing**

Kluck opened the public hearing at 7:47 pm No one approached for comment. Kluck closed the public hearing at 7:47 pm

Immel motioned, seconded by Boese, to recommend approval of the draft resolution for the extension of an Interim Use Permit to continue to allow an impound lot for towed vehicles and for outdoor storage in the I-1 Low Impact Business-Industrial District at 791 Garfield St. S as long as the conditions listed are met. All voted aye, no nays. Motion carried.

# **Other Business/Miscellaneous**

Ziebarth updated Commissioners on City Council actions taken since the last meeting and voting results for the open City Council seats in the recent election.

Westover said the Snowflake Parade will be on November 23<sup>rd</sup>, and the third annual Winter Fest is scheduled for February 22<sup>nd</sup>.

# **Adjournment of Planning Commission Meeting**

Being no further business before the Commission, Immel moved, seconded by Liddy, to adjourn the regular meeting at 7:54 pm. All voted aye, no nays. Motion carried unanimously.

		Jessica Kluck, Chair Cambridge Planning Commissioner
ATTEST:		
Marcia Westove	er relopment Director	

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