



Council Conference Meeting

June 12, 2023

5:30 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

- [1.](#) Labor Agreement with the Police Technicians for 2023 and 2024
- [2.](#) 73rd Avenue Corridor Project
- [3.](#) City Building Solar Recommendations
- [4.](#) 2023 Legislative Update

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AGENDA REPORT

Meeting Date: June 12, 2023

Meeting Type: City Council Conference Meeting

Submitted By: Rebecca Hellegers, Director of Employee Resources

Title

Resolution No. 2023-62, Approving and Authorizing Signing an Agreement with Certain Employees Represented by Local No. 514 for the City of Fridley Public Safety Department for the Years 2023 and 2024

Background

A two-year tentative agreement has been reached between the City of Fridley (City) and Local #514, which is the newly formed bargaining unit for the Police Technicians, for the contract years 2023 and 2024. This is the first contract established between the City and the Fridley Police Technicians.

On June 7, 2022, the non-licensed employees of the Fridley Police Department certified with the Bureau of Mediation Services to have Law Enforcement Labor Services, Inc. (LELS) as the exclusive representative for the unit.

The contract was designed to memorialize terms and conditions of employment already extended to the unit. Negotiations, which began in November 2022, were positive during the four meetings held to review the articles within the proposed contract, clarify the unit membership to include only the Police Technician position, and refine the contract to reach a tentative agreement between both parties.

A summary of items related directly to this unit is provided below.

- Article 26 – Duration: A two-year contract has been established from January 1, 2023 through December 31, 2024.
- Article 12 – Insurance: Employees in this bargaining unit will receive the same insurance benefit package as all other city employees with includes health, dental, life, and disability insurance, as well as alternatives (cash option or benefit leave in lieu of health insurance). Having the same benefit package for all city employees has been a long-standing pattern and valued practice at the City and remains an important strategy in maintaining fairness between all groups.
- Article 13 – Clothing Allowance: The City will reimburse up to \$400 annually for those who work 32 hours per week or up to \$500 annually for those who work 40 hours per week for clothing allowance, which maintains a benefit already in place with this unit prior to establishment of the bargaining unit.

Vision Statement

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

- Article 14 – Wage Rates: Both parties agreed to maintaining the proposed compensation steps that were developed as part of the compensation study in 2022, as well as step increases awarded on the employee’s anniversary date, until top step. Both parties also agreed to maintain the Police Technician and Police Technician, Sr., role.

Both parties agreed to a general wage increase for 2023 of 3% across all steps and a general wage increase for 2024 of 3% across all steps. The adjustment is in effect beginning January 1, 2023. Additionally, all members of the unit will be awarded their anniversary step if it occurred prior to reaching the tentative agreement.

Financial Impact

The costs for the proposed contract for 2023-2024 are estimated at \$13,171 for wages and \$2,600 for clothing allowance, which is accounted for in the 2023 General Fund budget. In 2024, the General Fund budget will reflect the 3% increase, per the terms of the labor contract.

Recommendation

Staff recommend Council review the attached resolution and Local No. 514 Labor Agreement and provide any further direction.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-62
- Local No. 514 Labor Agreement

Vision Statement

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

Resolution No. 2023 - 62**Approving and Authorizing Signing an Agreement with Police Technicians for the City of Fridley Public Safety Department for the Years 2023 and 2024**

Whereas, the Law Enforcement Labor Services, Inc. as bargaining representative of the Police Technicians, Local #514, of the City of Fridley (Union), has presented to the City of Fridley (City) various requests relating to the wages and working conditions of Police Technicians of the Public Safety Department of the City; and

Whereas, the City presented various requests to the Union and to the employees relating to wages and working conditions of Police Technicians of the Public Safety Department of the City; and

Whereas, representatives of the Union and the City have met and negotiated in good faith regarding the requests of the Union and the City; and

Whereas, representatives of the Union and the City were able to reach an agreement to settle the 2023 and 2024 contract; and

Whereas, the 2023 and 2024 contract is the result of that collective bargaining process.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves said agreement and the Mayor and the City Manager are hereby authorized to execute the Agreement relating to wages and working conditions of Police Technicians of the City of Fridley.

Passed and adopted by the City Council of the City of Fridley this 12th day of June, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

LABOR AGREEMENT

BETWEEN

THE CITY OF FRIDLEY

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 514

(Police Technician)

2023 & 2024

LABOR AGREEMENT BETWEEN
THE CITY OF FRIDLEY AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 514
2023 & 2024
TABLE OF CONTENTS

ARTICLE

PAGE

1. Purpose of Agreement	1
2. Recognition	1
3. Definitions	1
4. Employer Authority	2
5. Union Security	2
6. Employee Rights – Grievance Procedures	2
7. Savings Clause	5
8. Seniority	5
9. Discipline	6
10. Work Schedules	6
11. Overtime	7
12. Insurance	7
13. Clothing Allowance	9
14. Wage Rates	10
15. Probationary Periods	10

16. Annual Leave	10
17. Wellness Leave	11
18. Holidays	11
19. Short Term Disability	12
20. Long Term Disability	12
21. Parental Leave	12
22. Bereavement Leave	12
23. Jury Duty Pay	12
24. Tuition Reimbursement	12
25. Waiver	12
26. Duration	13

Article 1. Purpose of Agreement

This Agreement is entered into between the City of Fridley, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local #514 hereinafter called the Union.

It is the intent and purpose of this Agreement to:

Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

Article 2. Recognition

- 2.1 The Employer recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services, Case No. 22PCE2071 as:

All non-licensed employees, employed by the Fridley Police Department, Fridley, Minnesota, in the job classification of Police Technician, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding essential, supervisory, confidential and all other employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3. Definitions

Union: Law Enforcement Labor Services, Inc., Local #514.

Union Member: A member of the Law Enforcement Labor Services, Inc.

Employee: An employee whose classification is within the exclusively recognized bargaining unit.

Department: The Fridley Police Department.

Employer: The City of Fridley.

Chief: The Public Safety Director of the Fridley Police Department.

Job Classification Seniority: Length of continuous service within any job classification covered by this AGREEMENT.

Employer Seniority: Length of continuous service with the EMPLOYER.

Article 4. Employer Authority

- 4.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Article 5. Union Security

- 5.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Union may designate Employees from the bargaining unit to act as steward(s) and alternate(s) and shall inform the Employer in writing of such choices and changes in the position(s) of steward and/or alternate.
- 5.3 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Article 6. Employee Rights - Grievance Procedure

6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representatives

The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 5.2 of this Agreement.

6.3 Processing of Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance; the facts on which it is based; the provision or provisions of the Agreement allegedly violated; the remedy requested; and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2a

If the grievance is not resolved at Step 2 of the grievance procedure, the parties, by

mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 3 of the grievance procedure. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 3

A grievance unresolved in Step 2 or Step 2a and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue (s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way to application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the

Employer and the Union in each step.

6.7 Choice of Remedy

If, as a result of the written Employer response in Step 2 or 2a, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or to another procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 6. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 3 of Article 6 or an alternate procedure - and shall sign a statement to the effect that the choice of the alternate procedure precludes the aggrieved Employee from making a subsequent appeal through Step 3 of Article 6.

Except with respect to statutes under jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied. 506 U.S. 906. 113 S. Ct. 299(1992), or if *Board of Governors* is judicially or legislatively overruled, this paragraph of this Section shall be null and void.

Article 7. Savings Clause

This Agreement is subject to the laws of the United States and the State of Minnesota and policies and rules of the City of Fridley. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated with the mutual agreement of both parties.

Article 8. Seniority

- 8.1 Seniority shall be determined by Job Classification Seniority and posted in an appropriate location. Seniority rosters may be maintained by the Director of Public Safety on the basis of both Job Classification Seniority and Employer Seniority.
- 8.2 All employees will serve a one-year probationary period. During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer without recourse to the grievance procedure. During the probationary period, a promoted or reassigned Employee may be returned to or replaced in his/her previous position at the sole discretion of the Employer without recourse to the grievance procedure.
- 8.3 A reduction of work force will be accomplished on the basis of Job Classification

Seniority. Employees shall be recalled from layoff on the basis of Job Classification Seniority. An Employee on layoff shall have an opportunity to return to work within the classification from which they were laid off for two (2) years of the time of his/her layoff before any new Employee is hired in the classification. Upon receipt of notice of recall, the employee shall have fourteen (14) days to return to work. It is the employee's obligation to maintain a current address and tele phone number with the EMPLOYER during layoff.

8.4 Employees shall lose their Employer Seniority for the following reasons:

- a. Discharge;
- b. Resignation;
- c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence; or
- d. Retirement.

Article 9. Discipline

9.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:

- a. written reprimand;
- b. suspension;
- c. demotion; or
- d. discharge.

9.2 Suspensions, demotions and discharges will be in written form.

9.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.

9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

9.5 Employees have the right to Union representation during an investigation of disciplinary action.

9.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 6.

Article 10. Work Schedules

10.1 Employees shall have a thirty (30) minute unpaid lunch break and two (2) ten (10) minute paid breaks per shift.

- 10.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Article 11. Overtime

- 11.1 Employees will be compensated at one and one-half (1-1/2) times the Employee's regular base pay rate for hours worked in excess of 40 hours in a 7-day work period.
- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.

Article 12. Insurance

- 12.1 For the calendar year of 2023, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the Base Plan, the Employer will contribute the same amount provided to non-union employees. If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.2 For the calendar year of 2023, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.3 For the calendar year of 2023, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HRA Plan, the Employer will contribute the same amount provided to non-union employees in their HRA VEBA.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.4 For the calendar year of 2023, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose coverage in the HSA Plan, the Employer will contribute the same amount provided to non-union employees in their HSA account.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.5 For the calendar years 2023, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

For the calendar years 2024, for Employees who choose the high deductible health plan and healthcare savings account (H.S.A.), the Employer will contribute an equal amount toward the HSA as is provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

- 12.6 For the calendar year of 2023, for those Employees who choose dental coverage, the Employer will contribute the same amount provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year of 2024, for those Employees who choose dental coverage, the Employer will contribute the same amount provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.7 For the calendar year of 2023, the Employer will contribute the same amount for group term life insurance provided to non-union employees.

If the 2023 employer contribution rates for the non-union employees are less, the

previous year's contribution will remain in effect.

For the calendar year of 2024, the Employer will contribute the same amount for group term life insurance provided to non-union employees.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

- 12.8 For the calendar year 2023 and 2024, in accordance with the Employer's Flexible Benefit Plan, Employees have the option during an open enrollment period or during approved qualifying events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere. In lieu of electing health and dental benefits, Employees may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit (taxable) of \$476.77, or the amount equal to or greater than the amount provided to non-union employees.

For the calendar year 2023, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

If the 2023 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

For the calendar year 2024, for Employees who choose to waive the health and dental programs and elect Benefit Leave Days or the monthly cash option, the Employer will contribute the same amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

If the 2024 employer contribution rates for the non-union employees are less, the previous year's contribution will remain in effect.

Benefit Leave days are required to be used within in the calendar year and may not be carried into the following year.

Article 13. Clothing Allowance

The Employer shall provide each employee who works 40 hours per week a clothing allowance of \$500 annually and each employee who works 32 hours per week a clothing allowance of \$400 annually.

Article 14. Wage Rates

2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Technician	\$24.81	\$25.63	\$26.48	\$27.35	\$28.25	\$29.19	\$30.15	\$31.15
Police Technician Sr	\$26.80	\$27.69	\$28.59	\$29.54	\$30.52	\$31.52	\$32.56	\$33.64

2024

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Technician	\$25.55	\$26.40	\$27.27	\$28.17	\$29.10	\$30.07	\$31.05	\$32.08
Police Technician Sr	\$27.60	\$28.52	\$29.45	\$30.43	\$31.44	\$32.47	\$33.54	\$34.65

The Employee will qualify to move to the next step from their currently assigned step on their anniversary date in position, until they reach Step 8 (top).

Article 15. Probationary Periods

- 15.1 All newly hired, rehired, or promoted Employees will serve a one-year probationary period.
- 15.2 The Employer may extend a probationary period by 3 additional months with notice to the employee and Union.

Article 16. Annual Leave

- 16.1 Each Employee shall be entitled to annual leave away from employment with pay. Employees who work less than 40 hours per week shall accrue benefits on a pro-rata basis based on FTE. Annual leave may be used for scheduled or emergency absences from employment. Annual leave pay shall be computed at the regular rate of pay to which such an Employee is entitled provided, however, that the amount of any compensation shall be reduced by the payment received by the Employee from workers' compensation insurance, Public Employees Retirement Association disability insurance, or Social Security disability insurance. An Employee's accumulation of annual leave will be reduced only by the amount of annual leave for which the Employee received compensation.
- 16.2 The following annual leave accrual rates for employees regularly scheduled to work 32 hours per week shall be adjusted on a pro rata basis.

Annual leave shall accrue at the rate of eighteen (18) days (144 hours) per year for the

first seven (7) years (84 consecutive months) of employment with the City.

An Employee who has worked seven (7) years (84 consecutive months) shall accrue annual leave at the rate of twenty-four (24) days (192 hours) per year, beginning with the eighty- fifth (85th) month of consecutive employment with the City.

An Employee who has worked fifteen (15) years (180 consecutive months) shall accrue annual leave at the rate of twenty-six (26) days (208 hours) per year, beginning with the one hundred eighty-first (181st) month of consecutive employment with the City.

- 16.3 The maximum total accumulation of annual leave at the end of any given year shall be forty (40) days (320 hours).
- 16.4 Upon separation from employment with the City in good standing with fourteen (14) days' notice, an Employee will be paid for accrued unused annual leave remaining in the Employee's balance.
- 16.5 Sherree Smith shall retain eligibility for the Employer's retirement benefit.

Article 17. Wellness Leave

Employees will be covered by the Employer's Employee Handbook on Wellness Leave.

Article 18. Holidays

- 18.1 Employees will receive the following paid holidays on days designated by the Employer:

New Year's Day	Martin Luther King, Jr. Day	President's Day
Memorial Day	City-Designated Holiday	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day	Floating Holiday

Employees who work less than 40 hours per week shall accrue benefits on a pro-rata basis based on FTE.

- 18.2 In addition to the twelve holidays, Employees shall be paid at one and one-half (1- ½) times their base rate of pay for all hours worked on the holiday. For any overtime hours worked on a holiday, Employees will be paid two (2) times their base rate of pay.
- 18.3 The Employer will designate the holiday schedule and communicate to Employees in advance.

Article 19. Short Term Disability

Employees will be covered by the Employer's Employee Handbook on short term disability.

Article 20. Long-Term Disability

Employees will be covered by the Employer's Employee Handbook on long term disability.

Article 21. Paid Parental Leave

Employees will be covered by the Employer's Policy on Paid Parental Leave.

Article 22. Bereavement Leave

Employees will be covered by the Employer's Employee Handbook on Bereavement Leave.

Article 23. Jury Duty Pay

Employees will be covered by the Employer's Employee Handbook on Jury Duty leave.

Article 24. Tuition Reimbursement

Employees will be covered by the Employer's Tuition Reimbursement Policy.

Article 25. Waiver

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employee and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by the Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

Article 26. Duration

This Agreement shall be effective as of the first day of January 2023, and shall remain in full force and effect through the thirty-first day of December 2024. In witness whereof, the parties hereto have executed this Agreement on this ____ day of ____ 2023.

FOR CITY OF FRIDLEY

_____ Scott J. Lund, Mayor	(Date)
_____ Walter T. Wysopal, City Manager	(Date)
_____ Rebecca A. Hellegers, Human Resources Director	(Date)
_____ Brian T. Weierke, Public Safety Director	(Date)

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

_____ Adam Burnside, LELS Business Agent	(Date)
_____ Julie Johnson, Steward	(Date)
_____ Michelle Zwicky, Steward	(Date)



AGENDA REPORT

Meeting Date: June 12, 2023

Meeting Type: City Council Conference Meeting

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

Title

73rd Avenue Corridor Project

Background

City staff and their design consultant, Bolton & Menk recently hosted an Open House for residents and business owners adjacent to the 73rd Avenue Corridor Project. Attached is a summary of the Open House. We would like to discuss with the City Council the feedback received, potential alternatives, and project schedule.

Financial Impact

No formal activity or financial impact at this time.

Recommendation

Discuss items presented.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Open House Summary Memo

Vision Statement

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



MEMORANDUM

Public Works Department

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

Date: 5/18/2023

PW23-040

To: Wally Wysopal, City Manager

From: Jim Kosluchar, Public Works Director
Brandon Brodhag, Assistant City Engineer

RE: 73rd Avenue Corridor Project Open House Summary

On May 4th, City staff and their design consultant, Bolton & Menk hosted an Open House at the Fridley Council Chambers for residents and business owners adjacent to the 73rd Avenue Corridor Project. The project limits include University Avenue (Trunk Highway 47) to Central Avenue (Anoka County State Aid Highway 35).

In total, twenty-seven (27) community members attended the Open House. Staff in attendance included City Engineer/Public Works Director, Jim Kosluchar, Assistant City Engineer, Brandon Brodhag and Engineering Administrative Assistant, Annie Olson. City Manager, Wally Wysopal and Mayor, Scott Lund were also in attendance. Attendees were able to review the different components of the corridor, discuss the project with City and design consultant staff, and provide feedback via comments on a layout of the corridor or by comments cards for consideration with the corridor project.

Attendees commented on their experiences and observations along the corridor, including:

1. **Traffic Speeds:** Attendees commented about the traffic speeds along 73rd Avenue and how they would like to see the speed limit reduced. A few comments about feeling dangerous when trying to make a turn off of 73rd Avenue and having close calls with speeding cars pulling up behind them.
2. **Access points:** There were a lot of comments on the access points along 73rd Avenue, but most specifically the north side access points which currently include Symphony Street, Jackson Street, and the east access near Baker Street. Some attendees had heard a rumor that the City was proposing to close the access intersection at 73rd Avenue/Symphony Street so there were numerous of comments and concerns about keeping versus relocating the access at Symphony Street.

There were additional comments relating to commercial access points and perceived safety issues specifically with the exit from the fuel/convenience/fast food store on the southeast corner of 73rd and University. There were a couple of attendees that encouraged

connection to be made to 73rd from Locke Park. There were also comments relating safety of the West Highway 65 Frontage Road and its connection to 73rd.

3. **Service Drive:** Many of the attendees commented on the pavement condition of the Service Drive. Staff received many comments about the possibility of removing the Service Drive, mostly against removing the street. A few attendees commented that they would like to see the project eliminate the Service Drive and make a wider parkway corridor.
4. **Roadway configurations:** Attendees were mixed between wanting to keep 73rd Avenue lane configurations the same as existing with four lanes and others were wanting a change to the corridor down to a two-lane roadway with the possibility of expanding the boulevard area between the Service Drive and 73rd Avenue. Many comments were made about the recent changes to Osborne Road with the four-lane to three-lane conversion and how attendees didn't want to configure 73rd Avenue similar to Osborne Road. However, on follow-up with some residents, they indicated that they supported the pedestrian crossing enhancements with Rectangular Rapid-Flashing Beacon (RRFB) signage, and there were indications that some of the dislike for the corridor had to do with lane shifts and drops.
5. **Multi-modal options:** Attendees were interested in having more multi-modal options, specifically adding a trail or sidewalk on the north side of 73rd Avenue. Also, attendees commented on the current condition of the existing bituminous trail on the south side of 73rd Avenue. Attendees added that additional or improved walk connections should be looked at along Central Avenue.
6. **Lighting:** Attendees commented that they would like to see more lighting along the corridor, including roadway lighting and pedestrian scale lighting. Specifically, at all crosswalks and by the Locke Park trail connection on the south side of 73rd Avenue.
7. **Traffic Volumes:** A few attendees were concerned about the traffic volumes during the shift changes at the Target warehouse, if the corridor were to change to one lane.
8. **Roundabouts/Traffic Control:** Attendees were interested in evaluating the addition of adding roundabouts, traffic signals or stop signs along the corridor to help with traffic congestion and speeds.
9. **Crosswalks:** Comments on the current crosswalk locations and feedback on the placement of future crosswalks (i.e., Locke Park trail connection to Madsen Park). Also, a few comments on adding LED Rectangular Rapid Flashing Beacon signs to help enhance pedestrian and bicyclist crossings. Attendees commented about the possibility of bump outs at crossings to allow pedestrians and bicyclists to cross easier and safer.
10. **Trees:** Attendees gave feedback that the trees are great aesthetically, encourage slower driving, block headlight pollution for drivers and residents, and provide a small sound barrier between 73rd Avenue and the neighborhood.

Staff have a project webpage on the City's website that allows community members to learn more about the project and to provide feedback. An online survey is also posted on the website for residents and businesses to continue to provide comments about the corridor.

Overall, the Open House had a good turnout of attendees and attendees were appreciative of the opportunity to give feedback to staff about the potential changes to the corridor. Staff will review the feedback comments presented and will incorporate them into creating different alternative scenarios for the corridor for the next Open House that will take place in late Summer 2023.

JPK/BJB



AGENDA REPORT

Meeting Date: June 12, 2023

Meeting Type: City Council Conference Meeting

Submitted By: James Kosluchar, Director of Public Works
Rachel Workin, Environmental Planner

Title

City Building Solar Recommendations

Background

In 2018, the Fridley City Council approved an Energy Action Plan which established the vision that *"Fridley will continue leading by example and engaging residents, businesses, and institutions to save money and reduce greenhouse gas emissions for the benefit of everyone in the community."* Staff have been exploring options to incorporate onsite solar energy production as a way support this vision. The Public Works building and the new Moore Lake Park Community Building have been identified as potential host sites. Staff have worked with local solar contractors to right-size the solar systems for these buildings to maximize cost-effectiveness based on upfront system costs, overall building electric use, peak building electric use, and Xcel Energy incentivization programs.

The system for the Moore Lake Park Community Building is designed to be approximately 38.5 kW AC which would fit on the roof of the unenclosed portion of the building. The system for the Public Works building was designed to be approximately 187.5 kW AC. It is expected that some modification to the Public Works building will be needed to offset the weight of system, such as removing rock from the ballasted roof. This work would be conducted by the solar contractor who would also be responsible for ensuring that the roof's warranty remains valid.

Changes to the tax code under the Inflation Reduction Act now allow local governments to receive a 30%- 40% payment for the cost of the solar system. Whereas this payment was previously only available as a tax credit, non-taxable entities can now receive these funds as a direct payment. As a result, the payback period on these systems is significantly reduced and they become more cost-effective. Preliminary estimates provided by Cedar Creek Energy for the respective systems are:

Site	Upfront Cost	Net cost after 40% Tax Credit	Payback Period (Years)	Cumulative Savings (Year 30)
Moore Lake	\$ 147,750	\$ 88,650	10.2	\$ 277,336
Public Works ^{1,2}	\$ 454,820	\$ 272,892	8.7	\$ 1,230,874

¹Quotes are preliminary estimates and meant for general comparison, contractors used different assumptions in the modeling of pricing.

²Costs end the PV Credit Program at Year 10.

Vision Statement

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

The Moore Lake Community Building site and a portion of the Public Works site may be eligible for a new grant program included in the State Bonding Bill providing funds for solar systems on public buildings less than 40 kW.

The Public Works building is large enough that it could be financed through a Power Purchase Agreement (PPA) instead of an upfront payment. Under a PPA agreement, a third party would own the solar system and sell the energy back to the City at a rate projected to be lower than the City's current electric rate. Depending on the structure of the agreement, the City would assume ownership of the system after a period of time. Staff have seen arrangements where this occurs at no cost after 20 years or based on the appraised value of the system after a certain period of time. Preliminary quotes provided by iDEAL Energies estimate the system with the City obtaining no-cost ownership at:

Site	Upfront Cost	Net cost after 40% Tax Credit	Payback Period (Years)	Cumulative Savings (Year 30)
Public Works ^{1,2,3}	\$0	\$0	0	\$243,480

¹Quotes are preliminary estimates and meant for general comparison, contractors used different assumptions in the modeling of pricing.

²Costs end the PV Credit Program at Year 10.

³Estimated 15% savings from current utility bill prior to system ownership.

Staff will be presenting details of the possible solar options for these two buildings and requesting feedback from the City Council at the meeting. Provisional projects have been placed in the draft CIP for construction of these two systems in 2024 and 2025, respectively.

Financial Impact

No formal activity or financial impact at this time. Estimated annual cost savings is presented.

Recommendation

Discuss items presented

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Draft Layout for Moore Lake Community Building
- Draft Cash Flow Analysis for Moore Lake Community Building
- Draft Layout Analysis for Public Works Building
- Draft Cash Flow Analysis for Public Works Building

Vision Statement

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

Detailed Layout



Project Details	
AC kW	38.5
DC kW	58.4
Y1 kWh	61,260
Degradation	0.50%
Build Cost	\$ 147,750.00
Build Cost \$/w DC	\$ 2.53
Discount Rate	5.00%
Current Customer Power Rate	\$ 0.1150
Utility Power Inflation	4.00%

Xcel Solar Rewards \$ 0.015

Net Present Value	
NPV (15 Yr)	\$2,193.22
NPV (20 Yr)	\$27,133.40
NPV (25 Yr)	\$50,319.90
NPV (30 Yr)	\$97,186.14

Internal Rate of Return	
IRR (15 Yr)	5.32%
IRR (20 Yr)	7.87%
IRR (25 Yr)	9.17%
IRR (30 Yr)	9.89%

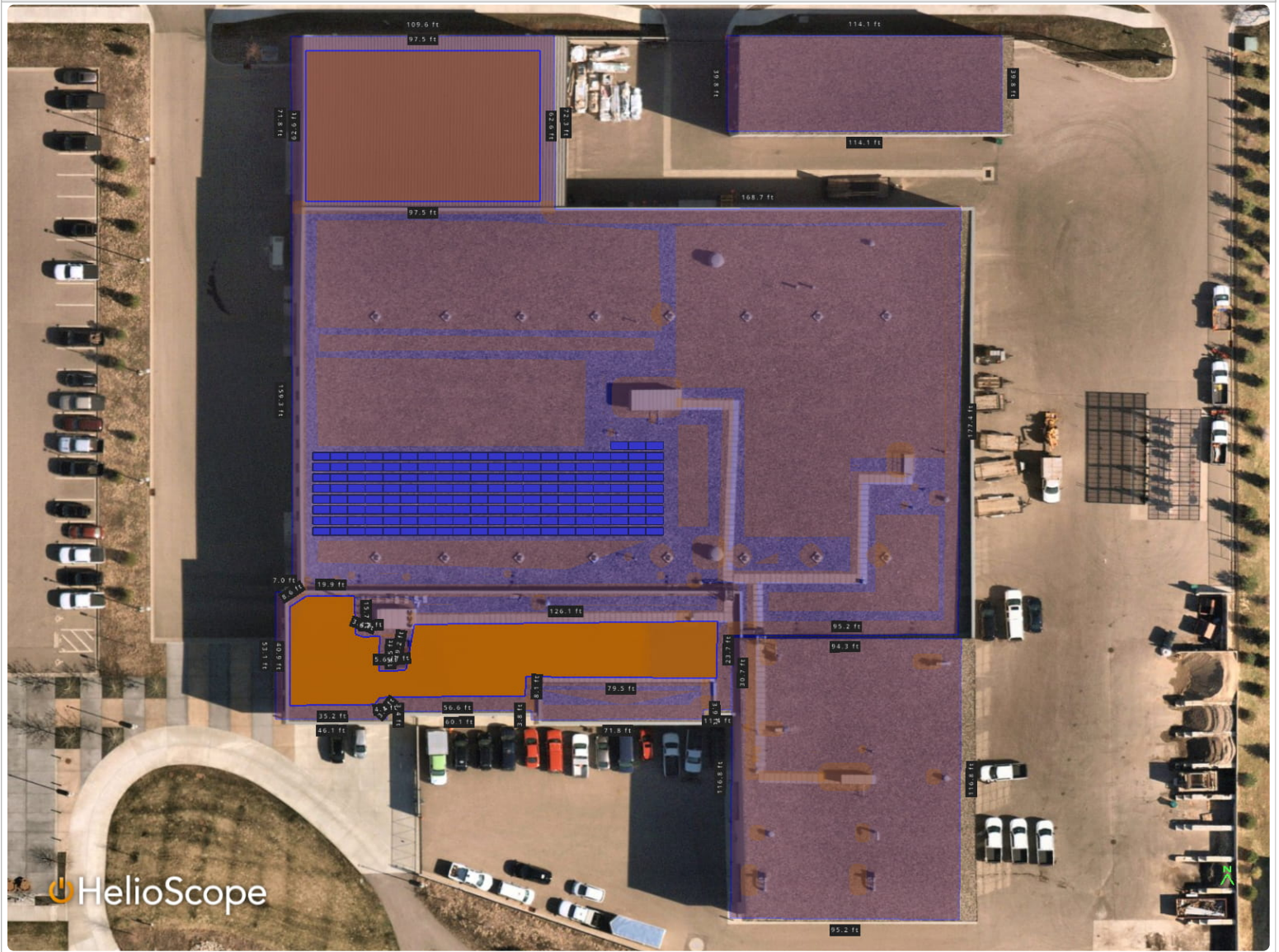


Payback	10.2	Years
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Cash Flow: City of Fridley Moore Lake Park- Direct attachment solar array

Year	System Cost		PV Array kWh Generated	\$/kWh Generated	Power Savings	Xcel Energy Solar Rewards	Federal Tax Credit (40%)**		Annual Cash Flow	Cumulative Savings	Year
Year 0	\$ (147,750.00)		-	\$ -			\$ -		\$ (147,750.00)	\$ (147,750.00)	Year 0
Year 1			61,260	\$ 0.1150	\$ 7,044.90	\$ 358.37	\$ 59,100.00		\$ 66,503.27	\$ (81,246.73)	Year 1
Year 2			60,954	\$ 0.1196	\$ 7,290.06	\$ 356.58			\$ 7,646.64	\$ (73,600.09)	Year 2
Year 3			60,649	\$ 0.1244	\$ 7,543.76	\$ 354.80			\$ 7,898.55	\$ (65,701.53)	Year 3
Year 4			60,346	\$ 0.1294	\$ 7,806.28	\$ 353.02			\$ 8,159.30	\$ (57,542.23)	Year 4
Year 5			60,044	\$ 0.1345	\$ 8,077.94	\$ 351.26			\$ 8,429.20	\$ (49,113.04)	Year 5
Year 6			59,744	\$ 0.1399	\$ 8,359.05	\$ 349.50	\$ -		\$ 8,708.55	\$ (40,404.49)	Year 6
Year 7			59,445	\$ 0.1455	\$ 8,649.95	\$ 347.75	\$ -		\$ 8,997.70	\$ (31,406.79)	Year 7
Year 8			59,148	\$ 0.1513	\$ 8,950.96	\$ 346.01	\$ -		\$ 9,296.98	\$ (22,109.81)	Year 8
Year 9			58,852	\$ 0.1574	\$ 9,262.46	\$ 344.28	\$ -		\$ 9,606.74	\$ (12,503.07)	Year 9
Year 10			58,558	\$ 0.1637	\$ 9,584.79	\$ 342.56	\$ -		\$ 9,927.35	\$ (2,575.72)	Year 10
Year 11	\$ -		58,265	\$ 0.1702	\$ 9,918.34		\$ -		\$ 9,918.34	\$ 7,342.63	Year 11
Year 12	\$ -		57,974	\$ 0.1770	\$ 10,263.50		\$ -		\$ 10,263.50	\$ 17,606.12	Year 12
Year 13	\$ -		57,684	\$ 0.1841	\$ 10,620.67		\$ -		\$ 10,620.67	\$ 28,226.79	Year 13
Year 14	\$ -		57,395	\$ 0.1915	\$ 10,990.27		\$ -		\$ 10,990.27	\$ 39,217.06	Year 14
Year 15	\$ -		57,108	\$ 0.1991	\$ 11,372.73		\$ -		\$ 11,372.73	\$ 50,589.79	Year 15
Year 16	\$ -		56,823	\$ 0.2071	\$ 11,768.50		\$ -		\$ 11,768.50	\$ 62,358.29	Year 16
Year 17	\$ -		56,539	\$ 0.2154	\$ 12,178.04		\$ -		\$ 12,178.04	\$ 74,536.34	Year 17
Year 18	\$ -		56,256	\$ 0.2240	\$ 12,601.84		\$ -		\$ 12,601.84	\$ 87,138.18	Year 18
Year 19	\$ -		55,975	\$ 0.2330	\$ 13,040.38		\$ -		\$ 13,040.38	\$ 100,178.56	Year 19
Year 20	\$ -		55,695	\$ 0.2423	\$ 13,494.19		\$ -		\$ 13,494.19	\$ 113,672.75	Year 20
Year 21	\$ -		55,416	\$ 0.2520	\$ 13,963.79		\$ -		\$ 13,963.79	\$ 127,636.54	Year 21
Year 22	\$ -		55,139	\$ 0.2621	\$ 14,449.73		\$ -		\$ 14,449.73	\$ 142,086.27	Year 22
Year 23	\$ -		54,864	\$ 0.2725	\$ 14,952.58		\$ -		\$ 14,952.58	\$ 157,038.84	Year 23
Year 24	\$ -		54,589	\$ 0.2834	\$ 15,472.93		\$ -		\$ 15,472.93	\$ 172,511.77	Year 24
Year 25	\$ -		54,316	\$ 0.2948	\$ 16,011.39		\$ -		\$ 16,011.39	\$ 188,523.16	Year 25
Year 26	\$ -		54,045	\$ 0.3066	\$ 16,568.58		\$ -		\$ 16,568.58	\$ 205,091.74	Year 26
Year 27	\$ -		53,775	\$ 0.3188	\$ 17,145.17		\$ -		\$ 17,145.17	\$ 222,236.91	Year 27
Year 28	\$ -		53,506	\$ 0.3316	\$ 17,741.82		\$ -		\$ 17,741.82	\$ 239,978.73	Year 28
Year 29	\$ -		53,238	\$ 0.3449	\$ 18,359.24		\$ -		\$ 18,359.24	\$ 258,337.96	Year 29
Year 30	\$ -		52,972	\$ 0.3586	\$ 18,998.14		\$ -		\$ 18,998.14	\$ 277,336.10	Year 30
	\$ (147,750.00)	\$ -	1,710,573		\$ 362,481.96	\$ 3,504.14	\$ 59,100.00	\$ -	\$ -	\$ 277,336.10	

Figures for solar offset account for module degradation and utility inflation as listed above. Prospective customer is assumed to be a taxable entity and able to take full advantage of the tax benefits. Cedar Creek Energy has used good faith efforts to represent the available tax incentives for the proposed solar system. Your Company's specification tax situation may impact your ability to benefit from these incentives. Please consult your tax advisor regarding your specific situation. We have assumed PV Demand credit to remain in place for next 10 years.



 Detailed Layout



Project Details	
AC kW	187.5
DC kW	209.8
Y1 kWh	249,580
Degradation	0.50%
Build Cost	\$ 454,820.00
Build Cost \$/w DC	\$ 2.17
Discount Rate	5.00%
Current Customer Power Rate	\$ 0.1150
Utility Power Inflation	4.00%
Xcel Solar Rewards	\$0.015
Xcel PV Demand Credit	\$ 0.069

86,980
162600

Net Present Value	
NPV (15 Yr)	\$105,258.22
NPV (20 Yr)	\$206,867.28
NPV (25 Yr)	\$301,331.65
NPV (30 Yr)	\$493,113.04

Internal Rate of Return	
IRR (15 Yr)	9.57%
IRR (20 Yr)	11.58%
IRR (25 Yr)	12.55%
IRR (30 Yr)	13.05%



Payback	8.7	Years
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Cash Flow: City of Fridley Public Works Building- Ballasted solar array

Year	System Cost	PV Array kWh Generated	\$/kWh Generated	Power Savings	Xcel Energy PV Demand Credit	Xcel solar rewards	Federal Tax Credit (40%)**	Annual Cash Flow	Cumulative Savings	Year
Year 0	\$ (454,820.00)	-	\$ -				\$ -	\$ (454,820.00)	\$ (454,820.00)	Year 0
Year 1		249,580	\$ 0.1150	\$ 28,701.70	\$ 2,625.34	\$ 1,304.70	\$ 181,928.00	\$ 214,559.74	\$ (240,260.26)	Year 1
Year 2		248,332	\$ 0.1196	\$ 29,700.52	\$ 2,612.21	\$ 1,298.18		\$ 32,312.73	\$ (207,947.53)	Year 2
Year 3		247,090	\$ 0.1244	\$ 30,734.10	\$ 2,599.15	\$ 1,291.69		\$ 33,333.25	\$ (174,614.28)	Year 3
Year 4		245,855	\$ 0.1294	\$ 31,803.64	\$ 2,586.16	\$ 1,285.23		\$ 34,389.80	\$ (140,224.48)	Year 4
Year 5		244,626	\$ 0.1345	\$ 32,910.41	\$ 2,573.23	\$ 1,278.80		\$ 35,483.64	\$ (104,740.84)	Year 5
Year 6		243,403	\$ 0.1399	\$ 34,055.69	\$ 2,560.36	\$ 1,272.41	\$ -	\$ 36,616.05	\$ (68,124.79)	Year 6
Year 7		242,186	\$ 0.1455	\$ 35,240.83	\$ 2,547.56	\$ 1,266.05	\$ -	\$ 37,788.39	\$ (30,336.40)	Year 7
Year 8		240,975	\$ 0.1513	\$ 36,467.21	\$ 2,534.82	\$ 1,259.71	\$ -	\$ 39,002.03	\$ 8,665.63	Year 8
Year 9		239,770	\$ 0.1574	\$ 37,736.27	\$ 2,522.15	\$ 1,253.42	\$ -	\$ 40,258.42	\$ 48,924.04	Year 9
Year 10		238,571	\$ 0.1637	\$ 39,049.49	\$ 2,509.53	\$ 1,247.15	\$ -	\$ 41,559.03	\$ 90,483.07	Year 10
Year 11	\$ -	237,378	\$ 0.1702	\$ 40,408.42			\$ -	\$ 40,408.42	\$ 130,891.49	Year 11
Year 12	\$ -	236,191	\$ 0.1770	\$ 41,814.63			\$ -	\$ 41,814.63	\$ 172,706.12	Year 12
Year 13	\$ -	235,010	\$ 0.1841	\$ 43,269.78			\$ -	\$ 43,269.78	\$ 215,975.89	Year 13
Year 14	\$ -	233,835	\$ 0.1915	\$ 44,775.57			\$ -	\$ 44,775.57	\$ 260,751.46	Year 14
Year 15	\$ -	232,666	\$ 0.1991	\$ 46,333.76			\$ -	\$ 46,333.76	\$ 307,085.22	Year 15
Year 16	\$ -	231,503	\$ 0.2071	\$ 47,946.17			\$ -	\$ 47,946.17	\$ 355,031.39	Year 16
Year 17	\$ -	230,345	\$ 0.2154	\$ 49,614.70			\$ -	\$ 49,614.70	\$ 404,646.08	Year 17
Year 18	\$ -	229,193	\$ 0.2240	\$ 51,341.29			\$ -	\$ 51,341.29	\$ 455,987.37	Year 18
Year 19	\$ -	228,047	\$ 0.2330	\$ 53,127.97			\$ -	\$ 53,127.97	\$ 509,115.34	Year 19
Year 20	\$ -	226,907	\$ 0.2423	\$ 54,976.82			\$ -	\$ 54,976.82	\$ 564,092.15	Year 20
Year 21	\$ -	225,773	\$ 0.2520	\$ 56,890.01			\$ -	\$ 56,890.01	\$ 620,982.17	Year 21
Year 22	\$ -	224,644	\$ 0.2621	\$ 58,869.78			\$ -	\$ 58,869.78	\$ 679,851.95	Year 22
Year 23	\$ -	223,521	\$ 0.2725	\$ 60,918.45			\$ -	\$ 60,918.45	\$ 740,770.40	Year 23
Year 24	\$ -	222,403	\$ 0.2834	\$ 63,038.41			\$ -	\$ 63,038.41	\$ 803,808.82	Year 24
Year 25	\$ -	221,291	\$ 0.2948	\$ 65,232.15			\$ -	\$ 65,232.15	\$ 869,040.97	Year 25
Year 26	\$ -	220,185	\$ 0.3066	\$ 67,502.23			\$ -	\$ 67,502.23	\$ 936,543.20	Year 26
Year 27	\$ -	219,084	\$ 0.3188	\$ 69,851.31			\$ -	\$ 69,851.31	\$ 1,006,394.51	Year 27
Year 28	\$ -	217,988	\$ 0.3316	\$ 72,282.13			\$ -	\$ 72,282.13	\$ 1,078,676.64	Year 28
Year 29	\$ -	216,898	\$ 0.3449	\$ 74,797.55			\$ -	\$ 74,797.55	\$ 1,153,474.19	Year 29
Year 30	\$ -	215,814	\$ 0.3586	\$ 77,400.51			\$ -	\$ 77,400.51	\$ 1,230,874.70	Year 30
	\$ (454,820.00)	\$ -	6,969,063	\$ 1,476,791.49	\$ 25,670.50	\$ 12,757.32	\$ 181,928.00	\$ -	\$ -	\$ 1,230,874.70

Figures for solar offset account for module degradation and utility inflation as listed above. Prospective customer is assumed to be a taxable entity and able to take full advantage of the tax benefits. Cedar Creek Energy has used good faith efforts to represent the available tax incentives for the proposed solar system. Your Company's specification tax situation may impact your ability to benefit from these incentives. Please consult your tax advisor regarding your specific situation. We have assumed PV Demand credit to remain in place for next 10 years.



AGENDA REPORT

Meeting Date: June 12, 2023

Meeting Type: City Council Conference Meeting

Submitted By: Paul Bolin, Asst. Exec. Director - HRA

Title

Update on 2023 Legislative Efforts

Background

The City of Fridley had a successful legislative session in 2023. Special legislation included in the tax bill provides the Housing & Redevelopment Authority with the ability to collect 25% of the excess tax increment from the Northern Stacks project for its housing programs. This is expected to generate approximately \$600,000 per year.

The bonding bill included a \$4M allocation for the City to finalize the engineering and design of the Northtown Rail Yard Overpass connecting University Avenue with East River Road via 57th Avenue. Utility planning is also included in this allocation.

Separate from our special legislation, the housing bill included a new .25% sales tax for the seven-county metropolitan area to fund affordable housing projects. A portion of the proceeds will be directly allocated to the counties and individual cities. The sales tax will go into effect on October 1, 2023. The City is expected to receive approximately \$310,000 to spend on qualifying affordable housing projects, based on the distribution factors included in the law.

Staff will provide an overview of the legislation and discuss next steps.

Attachments and Other Resources

- None

Vision Statement

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