



Council Conference Meeting

May 13, 2024

5:30 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

- [1.](#) Changes to Video Production Services and Discussion with North Metro TV
- [2.](#) Public Works Department Updates
- [3.](#) Commons Park Recreation Building Vision and Budget

Accessibility Notice:

- If you need free interpretation or translation assistance, please contact City staff.
- Si necesita ayuda de interpretación o traducción gratis, comuníquese con el personal de la ciudad.
- Yog tias koj xav tau kev pab txhais lus los sis txhais ntaub ntawv dawb, ces thov tiv tauj rau Lub Nroog cov neeg ua hauj lwm.
- Haddii aad u baahan tahay tarjumaad bilaash ah ama kaalmo tarjumaad, fadlan la xiriir shaqaalaha Magaalada.

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



AGENDA REPORT

Meeting Date: May 13, 2024

Meeting Type: City Council Conference Meeting

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Changes to Video Production Services and Discussion with North Metro TV

Background

This July the City of Fridley's (City) Cable Administrator, Brian Strand, will be retiring after 34 years of service. In preparation for this staffing change the Communications and Engagement Division (Division) distributed the attached Request for Proposals: Public Meeting Video Recording and Related Services (RFP) in November of last year. The RFP detailed the scope of services the City was looking to fill, including public meeting recording, ad hoc video projects, equipment maintenance and general consulting.

The City received three responses to the RFP, including one from North Metro TV (NMTV). The Division analyzed all three responses and recommends the City engage with NMTV. NMTV is the public access television production studio that serves other north metro area cities (Blaine, Centerville, Circle Pines, Ham Lake, Lexington, Lino Lakes and Spring Lake Park). They employ video production professionals who are well-versed in local government operations. NMTV's Co-Executive Director, Eric Houston, will be in attendance this evening to meet the Council and answer any questions.

Attachments and Other Resources

- Request for Proposals: Public Meeting Video Recording and Related Services
- Draft Service Agreement

Vision Statement

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



Request for Proposals

Public Meeting Video Recording
and Related Services





Request for Proposals

Public Meeting Video Recording and Related Services

Request for Proposal (RFP) Notice

Notice is hereby given that the City of Fridley (City) will accept proposals for video production services.

Proposals must be submitted to the City as follows:

City of Fridley
Communications and Engagement Division
7071 University Avenue NE
Communications@FridleyMN.gov

Proposals must be submitted no later than 4:30 pm on January 12, 2024. The award of a contract will be made by the Communications and Engagement Division and City Manager on or after April 8, 2024. The City reserves the right to reject any or all proposals, waive nonmaterial irregularities or deviations from RFP instructions, negotiate terms and conditions, and to select the Respondent with the proposal that represents the best approach to meet City needs.

Prior to the submission of proposals to the City, the City reserves the right to request additional information or clarifications from Respondents, and to allow corrections of errors or omissions.

Inquiries or clarifications about the RFP should be directed in writing via email to the City contact listed above.

This notice is posted in the City's Official Publication and on FridleyMN.gov.



Request for Proposals

Public Meeting Video Recording and Related Services

Purpose

The City of Fridley (City) is seeking proposals for providing all services and equipment maintenance for producing high-definition audio and video broadcast and recordings of public meetings or events using integrative technology in the City's Council Chambers and A/V control room.

This Request for Proposals (RFP) and selection of a vendor will be done in compliance with Minnesota Statute § 471.345 (Uniform Municipal Contracting Law).

Proposal Requirements

Respondents must complete and submit all required forms by January 12, 2024. Proposals submitted after the due date will not be considered. Failure to include any required element outlined in this RFP may be grounds for dismissal of a proposal.

In responding to this RFP, all Respondents are notified that proposals, pricing, agreements, and any documents or correspondence submitted by the Respondents to the City may be subject to release pursuant to the Data Practices Act, Minnesota Statute Chapter 13. Only the names of Respondents submitting proposals will be made public until the proposal deadline. All other data in the proposal is private or nonpublic data until the completion of the evaluation process. "Completion of the evaluation process" means that the City has completed negotiating the contract with the selected Respondent. At that time, all proposals will be made public with the exception of trade secret data. If the City rejects the proposals prior to the completion of the evaluation process, all data, other than the names of the Respondents remain private or nonpublic until a re-solicitation of the RFP results in the completion of the evaluation process or a determination is made by the City to abandon the RFP. If the rejection occurs after the completion of the evaluation process, the data remains public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data becomes public.

Rights of the City of Fridley

The City reserves the right to amend or revise any element of this RFP at any time, including, but not limited to, adding, deleting, or modifying RFP, including additional specifications, modifying the proposed agreement or terms and conditions, or withdrawing this RFP entirely. The City further reserves the right to choose not to award any Respondents an agreement and contract, enter negotiations and subsequently contract with more than one Respondent, and select a Respondent based on their qualifications and not necessarily their price. The City may modify the terms of any proposed agreement or contract prior to its execution. The City may extend or modify the required RFP schedule (within reason) at its sole discretion.



Request for Proposals

Public Meeting Video Recording and Related Services

How to submit a proposal

Complete proposals must be submitted to the City's Communications and Engagement Division (7071 University Avenue NE, Fridley, MN 55432). Incomplete proposals will be subject to denial.

Timeline

- November 1, 2023 - RFP distributed
- December 29, 2023 - Questions in writing due
- January 12, 2024 - Proposal due date
- March 2024 - Respondent interviews
- April 8, 2024 - Proposal acceptance/contract approval date
- May1, 2024 - Agreement commencement date

Questions

To ensure a fair and objective evaluation of all proposals, all inquiries regarding the RFP must be submitted in writing at Communications@FridleyMN.gov. Inquiries must be received no later than December 29, 2023. Questions will be documented, and the City will issue an addendum with their responses. Such addendum will be emailed to all known RFP recipients and posted to the City's website. It is the responsibility of each Respondent to check the City's website for verification of any issued addenda.

Submission Requirements

All proposals must contain the following:

- Cover letter including:
 1. Name of Respondent, Respondent's address, and name and contact information (phone number and email address) of the person(s) authorized to represent the Respondent regarding all matters related to the proposal.
 2. Short biographies introducing Respondent's key staff members including their names and contact information, resources available to assist in performing their duties, education, experience, current project and any special qualifications, licenses, or certificates they may hold.
 3. Information about the Respondent, its qualifications, capabilities, staffing, areas of service, years in business and its capacity to perform the work detailed in this RFP.
 4. The cover letter must be signed by an individual who has the authority to legally bind the Respondent.
- Detailed breakdown of Cost for Services.
- A minimum of three references specific to similar projects.



Request for Proposals

Public Meeting Video Recording and Related Services

- Signed Acknowledgements.
- Proof of insurance showing that Respondent maintains general commercial liability insurance with policy limits of at least \$1.5 million. All insurance policies must be issued by companies authorized to do business under the laws of the State of Minnesota.
- Any additional information that Respondent feels may be pertinent.

Sample Contract Terms and Conditions

Included with this RFP is a Contract Terms and Conditions. Upon selection of a Respondent, the City and Respondent will negotiate specific services and conditions that will be integrated into the attached Contract Terms and Conditions.

Proposal Withdrawal

The City may consider a request by a proposer to withdraw a proposal if a written request to withdraw is received by the City prior to the due date for the proposals. Any proposal withdrawn cannot be resubmitted. No Respondent may withdraw its proposal for a period of 90 days after the proposal submission deadline.

Proposal Evaluations and Selection Process

The City intends to retain the services of the Respondent evaluated to be the best qualified to perform work for the City. Proposals that comply with the instructions set forth in this RFP will be evaluated by the City. At its discretion, the City may waive irregularities or deviations from the RFP instructions. The evaluation process may reveal additional information that may also be considered by the City.

All proposals received will be evaluated based on the quality of the proposal and on the best value for the City. In determining best value, the City may consider:

- Team qualifications and experience;
- Responsiveness and proposed approach to work scope and the City's needs;
- Demonstrated experience and technical competence in similar situations;
- Capacity and capability of the Respondent and its team to perform the work in question, including specialized services;
- Available resources and Respondent's physical location;
- Qualifications of key personnel assigned;
- Respondent's performance record as relayed by references;
- Past record of performance of the Respondent with respect to working relationships, control of costs, quality of work, and ability to meet schedules;
- Past working relationship with City, if any;
- Completeness of submittal; and
- Any relevant criteria specifically listed in this RFP.



Request for Proposals

Public Meeting Video Recording and Related Services

Review of submitted proposals will be evaluated based on the criteria listed above and any additional criteria that the City may deem necessary.

City staff will undertake preliminary review of all proposals submitted for compliance with the submission requirements and select Respondents for interviews. Follow-up with any Respondents submitting proposals may occur to gather additional information on which to make a decision. After evaluations and Respondent interview, the City will rank the responses and select a Respondent.

The final contract award will be conditioned on the successful Respondent complying with all terms and conditions, mutual agreement on the final work plan, and completion of an agreement agreeable to all parties.

If selected, the Respondent will be required to execute a contract with the City within seven calendar days of notification. The City reserves the right to negotiate with a Respondent.

This RFP does not create any legal obligation of the City to evaluate any proposal that is submitted or to enter into a contract with a Respondent who submits a proposal except on the terms and conditions that the City deems, in its sole and absolute discretion, to be satisfactory and desirable.

Scope of Services

This RFP is seeking a Respondent who can provide all services and equipment maintenance for producing high-definition audio and video broadcast and recordings of public meetings or events using integrative technology in the City's Council Chambers and A/V control room. The Respondent's equipment must interface with the City's existing equipment and set up.

Respondents may not employ any subcontractor to fulfill any of the duties outlined in this RFP.

Public Meetings

The pre-scheduled public meetings of the City Council and advisory commissions typically run one to two hours in length. Occasionally, they may run longer. Set up and take down time are in addition to the actual meeting run times. These meetings always occur at Fridley City Hall. The City requires live and on-demand streaming of the following pre-scheduled public meetings:

- 24 City Council meetings
- Up to 12 Planning Commission meetings
- Up to 12 Parks and Recreation Commission meetings
- Up to 12 Housing and Redevelopment Authority meetings



Request for Proposals

Public Meeting Video Recording and Related Services

Work related to public meeting coverage includes:

- Prepping meeting room and required technology;
- Prepare graphics consisting of staff names, agenda items, meeting names and dates;
- Monitoring equipment during the meeting;
- Troubleshooting and problem solving;
- Streaming meetings live on the City's cable channel;
- Production of audio/video product after the meeting;
- Posting video to the City's servers and repositories for retention; and
- Managing closed captioning of videos.

The City will require the Respondent to assign a primary point of contact for all public meeting coverage. In the event the primary point of contact is not able to cover a meeting, the Respondent must have a contingency plan to ensure recordings and production of public meetings are always covered.

Ad Hoc Work

In addition to public meetings, the City is seeking a Respondent that can provide production of recordings for ad hoc programs and events. Types of events include:

- Community events (concerts, parades); and
- Collecting video footage taken from an aerial drone device.

Equipment Maintenance and General Consulting

The Communications and Engagement Division manages the City's video production equipment. This RFP seeks to find a Respondent who can consult with the City on equipment replacement, installation, and integration of equipment with existing City facilities and infrastructure. A list of existing equipment may be found in the Appendix to this RFP (Specifications). Respondents must be able to come into Fridley City Hall on occasion to work with and maintain the City's video production equipment.

Site visits to City Hall are highly encouraged for Respondents to view the City's existing facility and infrastructure. Visits may be scheduled, in writing, to the Communications and Engagement Division by emailing Communications@FridleyMN.gov.



Request for Proposals

Public Meeting Video Recording and Related Services

Item 1.

Cost for Services

Prices must be inclusive of all costs or billable rates related to video production services (staff, training, travel, material expenses, vehicles, mileage, set up, tear down, equipment use, etc.). Proposals should also address any proposed cancellation fees if a public meeting or ad hoc event is cancelled.

Respondents must attach pricing information to their proposal for all items set forth in the Scope of Services section of this RFP.

Fees must be invoiced monthly based on the actual costs incurred to date and indicate the services provided, time of event, and location.

References

Proposals must be accompanied by three references for similar project work. The list of references is to include organization name, point of contact name, email and phone number.



Request for Proposals

Public Meeting Video Recording and Related Services

Acknowledgements

Specifications

The Scope of Services section of this RFP outlines work equipment specifications and consulting services the City requires in a Respondent. A summarized list of existing equipment used by the City's Communications and Engagement Division is as follows:

- Castus Server and On Demand Cloud Portal
- Ross Carbonite Black Solo and XPression Live CG Software
- Sony remote cameras and camera controller
- Crestron Control System
- Biamp Canvas audio software
- AJA Helo recorder.

Probationary Period

The City will require a probationary period to determine if the Respondent can perform in accordance with the requirements of the agreement. The probationary period will be 90 days from the commencement of the Agreement. A performance evaluation will be conducted prior to the end of a probationary period which will be the basis for the decision of the City to continue with the Respondent or select another.

Costs Incurred

The City will not be liable for any costs incurred by Respondents in responding to this RFP, preparing, or completing the proposal package.

Subcontractors

Respondent may not employ any subcontractor to fulfill any of the duties specified in this RFP or resulting agreement.

Non-Exclusive Arrangement

Respondent understands and agrees that the agreement to be entered into between the Respondent and the City may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from other vendors at its sole discretion.



Request for Proposals

Public Meeting Video Recording and Related Services

Acknowledgement

I have read and completely understand the requirements of this Request for Proposals.

Respondent Authorized Agent: _____

Date: _____



Request for Proposals

Public Meeting Video Recording and Related Services

Item 1.

CONTRACT TERMS AND CONDITIONS

The contents of this Request for Proposals will become contractual obligations if a contract ensues. Failure of the selected proposer to accept any of the following contractual obligations and any other obligations set forth in this Request for Proposals may result in the City not entering into a contract with the proposer and selecting an alternative proposer.

A. Independent Contractor.

All services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated in this Agreement.

B. Indemnification.

Contractor, and subcontractors of Contractor, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the services pursuant to this Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this Agreement.

C. Insurance.

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.

D. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.



Request for Proposals

Public Meeting Video Recording and Related Services

E. Data Practices Act Compliance.

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

F. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

G. No Assignment.

This Agreement may not be assigned by either party.

H. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the services under this Agreement.



Request for Proposals

Public Meeting Video Recording and Related Services

Item 1.

Addendum

Pursuant to the original RFP, this addendum documents all questions posed to the City related to its RFP. Questions were submitted in writing no later than December 29, 2023. This addendum will be emailed to all known RFP recipients and posted to the City's website. Respondents must complete and submit all required forms by January 12, 2024. Proposals submitted after the due date will not be considered. Failure to include any required element outlined in this RFP may be grounds for dismissal of a proposal.

Submitted Questions

Question: In the RFP, it says you would like prices to be inclusive. So, just to clarify, does that mean you would like a flat per meeting fee rather than an itemized one? For ad hoc and engineer work, we'd like to propose hourly rates if that's alright with you, since it's impossible to know the scope of those projects in advance.

Answer: Please provide a per meeting fee for public meetings. For ad hoc work, hourly rates are perfectly acceptable.

Question: We notice that there's an acknowledgement page on the RFP with a space for a signature. Do you need us to sign that and send that back to you?

Answer: Please sign it and send it with your proposal.

Question: For the references - would you just like a list of references and contact information or are you looking for full on letters of reference?

Answer: A list of references is sufficient.

Question: Can companies outside of the United States submit a proposal?

Answer: Yes.

Question: Would a vendor be required to attend a meeting in person?

Answer: Yes. The Scope of Services section of the RFP is expounded upon in each sub-section. Performing work for public meetings, which includes preparing the meeting room and required technology and monitoring and troubleshooting equipment issues could not all be done remotely.

Question: Can work related to the RFP be performed outside of the United States?

Answer: Yes and no. Please read closely the Scope of Services section of the RFP. Each sub-section (public meetings, ad hoc work and equipment maintenance and consulting) presents the need for in-person attendance at City Hall.

Question: Can the proposal be submitted via email?

Answer: No. Complete proposals must be submitted to the City's Communications and Engagement Division (7071 University Avenue NE, Fridley, MN 55432).

Public Meeting Recording and Related Services Agreement

This Professional Services Agreement (Agreement) is made and entered into this 1st day of June, 2024, by and between the City of Fridley, a Minnesota municipal corporation (City), and the North Metro Telecommunications Commission, a/k/a North Metro TV, a Minnesota municipal joint powers entity (Contractor). The City and the Contractor may be referred to collectively herein as the "Parties."

Whereas, the City is interested in contracting with the Contractor to provide all services and equipment maintenance for producing high-definition audio and video broadcast and recordings of public meetings or events using integrative technology in the City's Council Chambers and A/V control room; and

Whereas, the Contractor represents that it has the necessary skill, equipment, licensing, and personnel to provide such technical and video production services to the City; and

Whereas, the City desires to contract with the Contractor to provide, and the Contractor desires to provide, said video production services in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Scope of Services

(A) Public Meetings

- i. The following are the City's pre-scheduled meetings (Public Meetings):
 - (a) 24 City Council meetings
 - (b) Up to 12 Planning Commission meetings
 - (c) Up to 12 Park and Recreation Commission meetings
 - (d) Up to 12 Housing and Redevelopment Authority meetings
- ii. Services provided for each Public Meeting include:
 - (a) Live and on-demand streaming;
 - (b) Prepping meeting room and required technology;
 - (c) Prepare graphics consisting of staff names, agenda items, meeting names and dates;
 - (d) Monitoring equipment during the meeting;
 - (e) Troubleshooting and problem solving;
 - (f) Streaming meetings live on the City's cable channel;
 - (g) Production of audio/video product after the meeting;
 - (h) Posting video to the City's servers and repositories for retention; and
 - (i) Managing closed captioning of videos.

- iii. Cost: \$500 per Public Meeting for up to four hours. Any additional hours shall be billed at \$250 per hour billed in one-hour segments.

(B) Equipment Maintenance and General Consulting.

- i. Contractor agrees to provide general consulting and maintenance services regarding the City's equipment, as provided in **Exhibit A**. Additional examples include equipment maintenance, consulting, and general engineering services.
- ii. Cost: \$250 per hour, billed in one-hour segments.

(C) Ad Hoc Work. The Contractor may provide additional production of recording for ad hoc programming and events, including, but not limited to:

- i. Truck Shoot – Cost: \$10,000.
Includes three camera operators, replay, graphics, sound, and a director for up to six hours of event time. Events have the option of being live streamed. Examples: Sports, parades, etc.
- ii. Drone Video – Cost: \$500 for the first hour and \$125 per hour for any additional hours, billed in one-hour segments.
Includes drone operation by a licensed and insured drone pilot.
- iii. General Video Production – Cost: \$125 per staff per hour, billed in one-hour segments.
Includes camera operation, editing, graphics, etc. Additional examples include Council meeting recap videos, City department highlights, meet a staff member, internal training videos, etc.

(D) Point of Contact. The Contractor must assign a primary point of contact for all Public Meeting coverage. The initial primary point of contact is Danika Peterson, Interim Co-Executive Director/News Director [Name, Title]. The primary point of contact may be updated by informing the City in writing. In the event the primary point of contact is unable to cover a Public Meeting, the Contractor has a contingency plan to ensure records and production of public meetings is always covered.

2. Video Programming Content

The Contractor shall not be responsible for the content of any video programming produced for City. The City shall be solely responsible for such content. The Contractor shall not edit, alter or manipulate such content.

3. Term of Agreement

The term of this Agreement is from its effective date until its termination in accordance with this section. Either party may, 12 months following the effective date, terminate this Agreement at any time, for any reason, upon 90 days' advance written notice to the other party. Additionally, the City may terminate this Agreement immediately upon a finding that Contractor fails to complete tasks consistent with direction from the City and this Agreement. On the anniversary date of this Agreement, all rates shall be adjusted by the consumer price index for the Minneapolis-St. Paul Area.

4. Compensation

The Contractor will be paid according to the following:

- A) The City is responsible for paying for the five Public Meetings per month, unless the City provides notice of the meeting's cancellation at least 72-hours prior to the Public Meeting's scheduled start time.
- B) The Contractor will submit invoices monthly. Monthly invoices must include an itemized list of actual costs incurred for the services provided, including the time, date, and location of the event. The City must pay an invoice within 30 days of receipt. Total late fees of \$25 plus 5% of the unpaid bill shall be due if the City fails to make payment within 30 days of receipt.

5. Independent Contractor

All services provided pursuant to this Agreement will be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the services pursuant to this Agreement, are and will not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of services pursuant to this Agreement, are not the obligation or responsibility of the City. Contractor, its employees, subcontractors, or agents will not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated in this Agreement.

6. Insurance

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy must provide coverage for each occurrence in the minimum amount of \$1.5 million. Upon request

of the City, Contractor must provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.

7. Indemnification

Contractor, and subcontractors of Contractor, will indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the services pursuant to this Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation), which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this Agreement.

8. Assignment

This Agreement may not be assigned by either party.

9. Entire Agreement; Amendments

This Agreement will constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.

10. Applicable Law

This Agreement is governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement will be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

11. Data Practices

Data provided, produced, or obtained under this Agreement will be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

12. Compliance with Laws

Contractor will exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the services under this Agreement.

13. Disclaimer of Warranties and Limitation of Liability

Except as expressly provided in this Agreement, neither Party makes any warranty in connection with the subject matter of this Agreement, and hereby disclaims any and all express, implied and statutory warranties, to the maximum extent permitted by law. In no event shall either Party be liable to the other for any special, exemplary, punitive, incidental or consequential damages of any kind (including without limitation lost profits, lost revenue or lost savings), whether based in contract, tort or otherwise, regardless of whether that Party has been advised of the possibility of such damages. The foregoing disclaimer and limitation of liability shall survive the termination or expiration of this Agreement.

14. Audit/Records Access

The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement, pursuant to Minnesota Statutes, section 16C.05, subdivision 5.

15. Notices

Any written notices permitted or required by this Agreement will be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

The City:	The City of Fridley 7071 University Ave., N.E. Fridley, MN 55432 Attn: Communications Manager
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The Contractor:	North Metro TV 12520 Polk Street NE Blaine, MN 55434-3148
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Or such other address as either party may provide to the other by notice given in accordance with this provision.

16. Waiver

Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of the Agreement.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives in duplicate and effective as of the date first written above.

CITY OF FRIDLEY

By: _____
Scott Lund
Its: Mayor

By: _____
Walter T. Wysopal
Its: City Manager

**NORTH METRO TELECOMMUNICATIONS
COMMISSION**

By: _____
[Name]
Its: [Title]

EXHIBIT A

Contractor Acknowledgement



AGENDA REPORT

Meeting Date: May 13, 2023

Meeting Type: City Council Conference Meeting

Submitted By: James Kosluchar, Public Works Director

Title

Public Works Department Update

Background

Public Works Department staff will present an update to the City Council on staffing and future of the department generally. No action by the Council is requested, but feedback is welcome.

Financial Impact

None.

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

- None

Vision Statement

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



AGENDA REPORT

Meeting Date: May 13, 2024

Meeting Type: City Council Conference

Submitted By: Mike Maher, Parks and Recreation Director
Jim Kosluchar, Public Works Director
Joe Starks, Finance Director

Title:

Commons Park Recreation Building Vision and Budget

Background

Commons Park will receive significant improvements as the second of two community park renovations funded through the City's Park System Improvement Plan. Building and site design will be substantially completed in 2024, with construction expected to begin in 2025. HCM Architects have been brought on board to design the park facility and the selection process is underway to hire a landscape architect.

Central to the park design will be an interconnected complex featuring a park building, splash pad, inclusive playground, parking, plazas, and winter recreation area. The recreation building budget, established in the Park System Improvement Plan document, was set at \$4 million. Staff has developed a vision for the building to be the central amenity in the park complex and to serve as an operational hub for Fridley Parks and Recreation programming and community events. The building concept features interior and exterior-facing restrooms, warming and gathering areas, classrooms, and an indoor play space. The design team projects park building construction costs be \$5 million plus "soft costs" such as furnishings and security systems to fully realize the vision for this central hub of the park project and staff is entering into a key phase of the design development process. This would require an increase in project costs of \$1.3 million for the building. Additionally, relocation of the ballfields has not been factored into the planned budget for the park and we are estimating this cost to be at \$500,000.

Parks and Recreation Director Mike Maher, Public Works Director Jim Kosluchar and Finance Director Joe Starks will present the project vision and finances and answer questions from the Council.

Financial Impact

Attached is a sources and uses summary for the plan implementation to date, along with projections to complete the plan. It is notable that additional costs and funding related to grants and additions at Moore Lake Park are shown. It is recommended that an additional \$1.8 million is allocated to Commons Park from the Community Investment Fund to meet the vision described above.

Vision Statement

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

Recommendation

Staff recommends that Council provide feedback and direction on the vision presented for Commons Park and the project's proposed recreation and amenity hub.

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

- PSIP Sources and Uses Summary Table
- Community Investment Fund Projections

Vision Statement

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

	2022 Actual	2023 Actual	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	Total
Funding Sources									
Bond Proceeds	20,000,000								20,000,000
Bond Proceeds - Bond Premium	1,107,000								1,107,000
Community Investment Fund (CIF)					2,785,391	719,000	4,856,000	1,420,000	9,780,391
CIF Proposed for Commons					1,800,000				1,800,000
Interest Authorized for Moore Lake	142,929	392,071							535,000
Commons Inclusive Playground Grant				500,000					500,000
Sylvan Stormwater Grant			300,000	1,200,000					1,500,000
Total Funding Sources	21,249,929	392,071	300,000	1,700,000	4,585,391	719,000	4,856,000	1,420,000	35,222,391
Expenditures									
Moore Lake	194,947	6,305,583	1,330,000						7,830,530
Creek View	-	352,869	5,000						357,869
Ed Wilmes	-	254,096	4,000						258,096
Skyline	-	427,374	26,000						453,374
Edgewater Gardens	-	15,694	560,000	5,000					580,694
Plymouth Square	-	12,511	470,000	20,000					502,511
Sylvan Hills (With Stormwater)	-	15,578	776,000	1,205,000					1,996,578
Logan	-	8,995	454,000	5,000					467,995
Madsen	-	7,150				211,000	2,406,000	300,000	2,924,150
Commons (With All-Inclusive Grant)	-	12,180	755,000	6,800,000	4,500,000	200,000			12,267,180
Commons Proposed Additions	-	-	-		1,800,000				1,800,000
Oak Hill	-	-	15,000	134,000	10,000				159,000
Jubilee	-	-	16,000	220,000	20,000				256,000
Flannery	-	-		16,000	963,000	90,000			1,069,000
Summit Square	-	-	9,000	29,000	271,000	28,000			337,000
Briardale	-	-				30,000	360,000	50,000	440,000
Hackmann Circle	-	-				20,000	290,000	30,000	340,000
Ruth Circle	-	-				90,000	1,100,000	60,000	1,250,000
Harris	-	-				35,000	350,000	40,000	425,000
Creekridge Park	-	-				15,000	280,000	30,000	325,000
Innsbruck							25,000	360,000	385,000
Jay							20,000	160,000	180,000
Terrace							25,000	390,000	415,000
Staff Time Chargeback	67,415	135,000	*Factored into park project costs for projections						202,415
Total Expenditures	262,362	7,547,028	4,420,000	8,434,000	7,564,000	719,000	4,856,000	1,420,000	35,222,391
	262,362	7,809,391	12,229,391	20,663,391	28,227,391	28,946,391	33,802,391	35,222,391	
Interest (Not Yet Applied)	-	99,214	119,748	**Includes YTD interest as of 3/31/24 ***Does not include <u>unrealized</u> gains					218,962

	2023 Actual	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected
Cash Received (Or Transferred In)								
WWTP Interfund Loan Payment	422,030	422,030	422,030	422,030	422,030	422,030	422,030	
WWTP Interfund Interest	97,181	68,586	57,983	47,062	35,813	24,227	12,292	
Conduit Issuance Fee - Moon Plaza	452,110							
Other Revenue	20,292							
Interest Earnings	170,567							
Unrealized Gain	406,410							
Aerial Truck Interfund Loan Payment				340,000	340,000	340,000	340,000	340,000
Aerial Truck Interfund Interest				42,500	34,000	25,500	17,000	8,500
TOTAL CASH RECEIVED	1,568,590	490,616	480,013	851,592	831,843	811,757	791,322	348,500
Cash Paid (or Transferred Out)								
Interfund Loan to Equipment Fund			1,700,000					
Expenditures	25,577							
Park System Improvement Plan				4,585,391	719,000	4,856,000	1,420,000	-
TOTAL CASH PAID	25,577	-	1,700,000	4,585,391	719,000	4,856,000	1,420,000	-
Beginning Cash	9,537,066	11,226,984	11,717,600	10,497,613	6,763,814	6,876,657	2,832,414	2,203,736
Ending Cash	11,226,984	11,717,600	10,497,613	6,763,814	6,876,657	2,832,414	2,203,736	2,552,236