



# City Council Conference Meeting

December 08, 2025

5:30 PM

Fridley City Hall, 7071 University Avenue N.E.

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## Agenda

- [1.](#) Youth Commissioner Interview
- [2.](#) Finance Update – November 2025 Year-to-Date
- [3.](#) Commons Park Mediation Agreement

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### 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](mailto:CityClerk@FridleyMN.gov) or (763) 572-3450.



# AGENDA REPORT

**Meeting Date:** December 8, 2025

**Meeting Type:** City Council Conference Meeting

**Submitted By:** Beth Kondrick, Deputy City Clerk  
Melissa Moore, Assistant City Manager

## Title

Youth Commissioner Interview

## Background

This year, City staff have developed a Youth Commissioner Program, for youth ages 15 and older to participate in a City Commission. The program encourages youth to take an active role in their City Government and gives an opportunity for them to earn volunteer hours. Participants must reside in Fridley, be enrolled in high school and have parental consent. The program will run from December through May of 2026.

The program was advertised on the City website and via social media. One application was received for the City Council to consider this evening from Fridley High School student Cash Hasty who has expressed an interest in the Planning Commission.

## Focus on Fridley Strategic Alignment

- |  |   |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places              | <input type="checkbox"/> Community Identity & Relationship Building           |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input checked="" type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence                   |   |

## Attachments and Other Resources

- Cash Hasty Youth Commission Application

## Vision Statement

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

From: [Jotform](#)  
To: [City Clerk](#)  
Subject: Re: Youth Commission Interest Form - Cash Hasty  
Date: Monday, November 17, 2025 7:54:10 PM



## Youth Commission Interest Form

Name Cash Hasty

Email [Redacted]

Address [Redacted]

Phone Number [Redacted]

Are you 18 or older? No, I am 17 or younger.

School Attending Fridley High School

School Phone Number (763) 502-5600

School Address 6000 W Moore lake Dr NE, Fridley, Minnesota, 55432

Planning Commission 1 / 6

Environmental Quality & Energy Commission 6 / 6

Parks & Recreation Commission 3 / 6

Public Arts Commission 6 / 6

Prior related work or volunteer experience: I'm only 15 so I've never had an official job aside from the typical lawn mowing of a neighbors lawn. I'm currently part of the Fridley High school key club which is a student led organization devoted to volunteer work whether it be fundraising, food drives, book drives, and giving back to the community.

Civic, professional and community activities: As a member of key club we take part in such activities: food drives (harvest pack, a time of the year where we pack oatmeal by the hundreds for food insecure families), highway cleanups, book drives, and much more.

Why do you want to be on I think it would be a great way for me to meet new people and to

a Fridley commission? further my teamwork skills. I'd also like to be apart of something important to the community, a group of people who come together to search for what's next. As I get older I realize how much being apart of something means to me, I want to join this group because it would give me a chance to have my voice heard and to hear others.

What strengths, skills and abilities do you believe you will add to the commission? Well I'll probably sound quite egotistical but here's some of my qualities. I listen to others opinions and only speak when spoken to. I am aware of my actions and only act when I feel passionate on a subject or topic. Most of all, I'm a people person, I can work together to solve problems and come up with solutions with people I met 5 minutes ago. Sometimes all it takes is someone to just reach out and be friendly.

Do you have other commitments that may impact your ability to attend commission meetings (e.g., travel for school, etc.)? No

If yes, how often? NA

Additional comments I hope that as reviewing my application you take into account my honesty. I am only human and one of the things that come with being human is the tendency to act rash and wild. But if given the opportunity to be apart of the planning/parks and recreation commission, I will make the most out of it and be a responsible and supportive member of the team.

Did a current City Council member, advisory commissioner or member of staff recommend/refer you apply for a City commission? No

If so, who? NA NA

Please indicate your acknowledgement and permission below: Yes, I give permission for my child to apply and participate if selected.

Please acknowledge if you have read the application notice. Yes, I have read and understand the notice.

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You can [edit this submission](#) and [view all your submissions](#) easily.



# AGENDA REPORT

**Meeting Date:** December 8, 2025

**Meeting Type:** City Council Conference Meeting

**Submitted By:** Joe Starks, Finance Director/City Treasurer

## Title

Finance Update – November 2025 Year-to-Date

## Background

A year-to-date financial update will be provided.

## 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

- November 2025 YTD Financial Update
- November 2025 Investment Summary

## Vision Statement

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



**For the fiscal period ending 11/30/2025**  
**% of Year Remaining: 8.33%**

<b>Revenues</b>	2025 Current Budget	2025 YTD Actual	2025 Balance	% Remaining	Note	2024 YTD Actual	25 vs. 24 YTD
General Fund	\$ 24,293,300	\$ 14,376,371	\$ 9,916,929	41%	A	\$ 14,662,073	\$ (285,702)
Cable TV Fund	\$ 260,000	\$ 151,639	\$ 108,361	42%	B	\$ 177,459	\$ (25,820)
Solid Waste Abatement	\$ 578,500	\$ 482,688	\$ 95,812	17%	C	\$ 445,700	\$ 36,988
Police Activity Fund	\$ 226,000	\$ 171,698	\$ 54,302	24%	D	\$ 157,717	\$ 13,981
SNC Fund	\$ 810,500	\$ 583,129	\$ 227,371	28%	A	\$ 500,758	\$ 82,371
Water Utility Fund	\$ 8,211,200	\$ 4,400,133	\$ 3,811,067	46%	C	\$ 3,686,280	\$ 713,853
Sewer Utility Fund	\$ 7,941,500	\$ 5,853,535	\$ 2,087,965	26%	C	\$ 6,630,885	\$ (777,350)
Storm Water Utility Fund	\$ 3,940,400	\$ 1,706,725	\$ 2,233,675	57%	C	\$ 1,723,223	\$ (16,498)
Liquor Fund	\$ 6,422,400	\$ 5,259,375	\$ 1,163,025	18%		\$ 5,480,662	\$ (221,287)
<b>TOTAL REVENUES</b>	<b>\$ 52,683,800</b>	<b>\$ 32,985,293</b>	<b>\$ 19,698,507</b>	<b>37%</b>		<b>\$ 33,464,757</b>	<b>\$ (479,464)</b>

<b>Expenditures</b>	2025 Current Budget	2025 YTD Actual	2025 Balance	% Remaining	Note	2024 YTD Actual	25 vs. 24 YTD
General Fund	\$ 24,293,300	\$ 21,151,315	\$ 3,141,985	13%		\$ 19,383,207	\$ 1,768,108
Cable TV Fund	\$ 442,900	\$ 284,467	\$ 158,433	36%		\$ 354,177	\$ (69,710)
Solid Waste Abatement	\$ 566,200	\$ 478,996	\$ 87,204	15%		\$ 423,874	\$ 55,122
Police Activity Fund	\$ 228,200	\$ 198,652	\$ 29,548	13%		\$ 181,523	\$ 17,129
SNC Fund	\$ 794,100	\$ 710,324	\$ 83,776	11%		\$ 659,806	\$ 50,518
Water Utility Fund	\$ 10,694,000	\$ 3,347,798	\$ 7,346,202	69%		\$ 3,657,618	\$ (309,820)
Sewer Utility Fund	\$ 9,071,800	\$ 7,296,945	\$ 1,774,855	20%	E	\$ 7,952,979	\$ (656,034)
Storm Water Utility Fund	\$ 4,629,600	\$ 2,480,342	\$ 2,149,258	46%		\$ 1,771,848	\$ 708,494
Liquor Fund	\$ 6,496,000	\$ 5,349,543	\$ 1,146,457	18%		\$ 5,551,991	\$ (202,448)
<b>TOTAL EXPENDITURES</b>	<b>\$ 57,216,100</b>	<b>\$ 41,298,382</b>	<b>\$ 15,917,718</b>	<b>28%</b>		<b>\$ 39,937,023</b>	<b>\$ 1,361,359</b>

**GENERAL FUND**

<b>GF Revenue Types</b>	2025 Current Budget	2025 YTD Actual	2025 Balance	% Remaining	Note	2024 YTD Actual	25 vs. 24 YTD
Taxes	\$ 16,118,300	\$ 8,015,841	\$ 8,102,459	50%	A	\$ 7,805,554	\$ 210,287
Special Assessments	\$ 60,000	\$ 19,092	\$ 40,908	68%	A	\$ 36,427	\$ (17,335)
Licenses and Permits	\$ 1,177,600	\$ 1,050,854	\$ 126,746	11%	F	\$ 819,862	\$ 230,992
Intergovernmental	\$ 2,784,500	\$ 2,275,703	\$ 508,797	18%	G	\$ 2,420,990	\$ (145,287)
Charges for Services	\$ 3,069,900	\$ 2,471,730	\$ 598,170	19%		\$ 2,789,843	\$ (318,113)
Fines and Forfeitures	\$ 152,000	\$ 127,597	\$ 24,403	16%		\$ 130,191	\$ (2,594)
Miscellaneous	\$ 364,100	\$ 8,679	\$ 355,421	98%	H	\$ 161,914	\$ (153,235)
Other Financing Sources	\$ 566,900	\$ 406,875	\$ 160,025	28%		\$ 497,292	\$ (90,417)
<b>TOTAL GF REVENUES</b>	<b>\$ 24,293,300</b>	<b>\$ 14,376,371</b>	<b>\$ 9,916,929</b>	<b>41%</b>		<b>\$ 14,662,073</b>	<b>\$ (285,702)</b>

GF Dept. Expenditures	2025 Current Budget	2025 YTD Actual	2025 Balance	% Remaining	Note	2024 YTD Actual	25 vs. 24 YTD
Legislative	\$ 208,400	\$ 164,401	\$ 43,999	21%		\$ 169,123	\$ (4,722)
City Management	\$ 2,140,300	\$ 1,896,498	\$ 243,802	11%		\$ 1,736,152	\$ 160,346
Finance	\$ 2,030,100	\$ 1,784,901	\$ 245,199	12%		\$ 1,647,150	\$ 137,751
Public Safety	\$ 11,961,400	\$ 10,259,950	\$ 1,701,450	14%		\$ 9,480,940	\$ 779,010
Public Works	\$ 5,138,500	\$ 4,644,685	\$ 493,815	10%		\$ 4,052,304	\$ 592,381
Parks & Recreation	\$ 1,009,000	\$ 849,922	\$ 159,078	16%		\$ 823,200	\$ 26,722
Community Development	\$ 1,805,600	\$ 1,550,958	\$ 254,642	14%		\$ 1,474,338	\$ 76,620
<b>TOTAL GF EXPENDITURES</b>	<b>\$ 24,293,300</b>	<b>\$ 21,151,315</b>	<b>\$ 3,141,985</b>	<b>13%</b>		<b>\$ 19,383,207</b>	<b>\$ 1,768,108</b>

Notes:

- A - 2nd half tax settlement was received in December and short settlement will be in January.
- B - Cable franchise fee payments are received quarterly.
- C - Timing of quarterly utility bills and receipt of corresponding payments.
- D - Timing of reimbursement revenue received.
- E - MCES monthly fee billed and paid in advance.
- F - See building permit trend below.
- G - 2nd installment State Aid, Local Government Aid (LGA) & Local Affordable Housing Aid (LAHA) will be received in Dec. LAHA transferred to HRA.
- H - Investment income allocated at year-end, based on average cash balances, as part of year-end process.

Building Permit Activity

Year	# of Permits	Valuation
2023 YTD	2,500	\$ 65,519,702
2024 YTD	2,285	\$ 29,948,461
2025 YTD	2,543	\$ 43,582,370

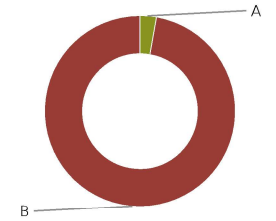


# Portfolio Holdings

as of November 30, 2025

## Summary of Portfolio Holdings

	Cost basis (\$)	Value on 11/30/2025 (\$)	Unrealized gain/loss (\$)	Unrealized gain/loss (%)	Est. annual income (\$)	Current yield (%)	% of portfolio
<b>A Cash</b>	<b>1,477,573.08</b>	<b>1,477,573.08</b>	<b>0.00</b>	<b>0.00%</b>	<b>56,886.54</b>	<b>3.85%</b>	<b>2.78%</b>
Cash	1,477,573.08	1,477,573.08	0.00	0.00%	56,886.54	3.85%	2.78%
<b>B Fixed Income</b>	<b>49,940,280.45</b>	<b>51,622,394.77</b>	<b>1,682,114.32</b>	<b>3.37%</b>	<b>1,895,409.34</b>	<b>3.67%</b>	<b>97.22%</b>
US	49,940,280.45	51,622,394.77	1,682,114.32	3.37%	1,895,409.34	3.67%	97.22%
<b>C Equity</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>NA</b>	<b>NA</b>	<b>0.00%</b>
<b>D Commodities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>NA</b>	<b>NA</b>	<b>0.00%</b>
<b>E Non-Traditional</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>NA</b>	<b>NA</b>	<b>0.00%</b>
<b>F Other</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>NA</b>	<b>NA</b>	<b>0.00%</b>
<b>Total Portfolio</b>	<b>\$51,417,853.53</b>	<b>\$53,099,967.85</b>	<b>\$1,682,114.32</b>	<b>3.27%</b>	<b>\$1,952,295.88</b>	<b>3.68%</b>	<b>100%</b>



Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

Accrued interest, if any, has been included in the total market value.

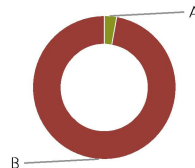


# Executive Summary

as of November 30, 2025

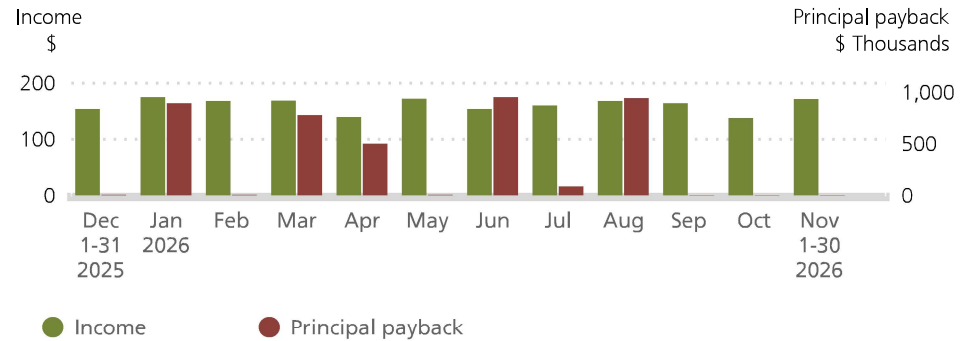
## Asset Allocation Review

	Value on 11/30/2025 (\$)	% of Portfolio
<b>A Cash</b>	<b>1,477,573.08</b>	<b>2.78</b>
Cash	1,477,573.08	2.78
<b>B Fixed Income</b>	<b>51,622,394.77</b>	<b>97.22</b>
US	51,622,394.77	97.22
<b>C Equity</b>	<b>0.00</b>	<b>0.00</b>
<b>D Commodities</b>	<b>0.00</b>	<b>0.00</b>
<b>E Non-Traditional</b>	<b>0.00</b>	<b>0.00</b>
<b>F Other</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Portfolio</b>	<b>\$53,099,967.85</b>	<b>100%</b>



Balanced mutual funds and Insurance & Annuity products are allocated in the 'Other' category

## Expected Cash Flow



**Total taxable income: \$1,927,349.39**  
**Total expected cash flow: \$1,927,349.39**  
**Total principal payback: \$6,309,249.62**

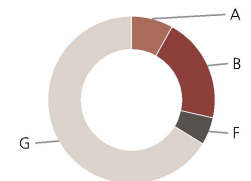
Cash flows displayed account for known events such as maturities and mandatory puts.

## Equity Sector Analysis

Portfolio does not contain applicable holdings - exhibit intentionally left blank.

## Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 11/30/2025 (\$)	% of port.
<b>A</b> Aaa/AAA/AAA	16	4,173,452.22	8.06
<b>B</b> Aa/AA/AA	21	10,487,825.16	20.31
<b>C</b> A/A/A	0	0.00	0.00
<b>D</b> Baa/BBB/BBB	0	0.00	0.00
<b>E</b> Non-investment grade	0	0.00	0.00
<b>F</b> Certificate of deposit	11	2,768,493.07	5.33
<b>G</b> Not rated	28	34,192,624.32	66.29
<b>Total</b>	<b>76</b>	<b>\$51,622,394.77</b>	<b>100%</b>



Accrued interest, if any, has been included in the total market value.



# Bond Summary

as of November 30, 2025

## Bond Overview

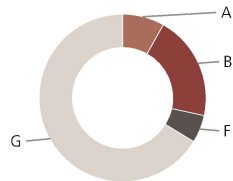
Total quantity	52,140,000
Total market value	\$51,399,899.45
Total accrued interest	\$222,495.32
Total market value plus accrued interest	\$51,622,394.77
Total estimated annual bond interest	\$1,895,409.34
Average coupon	3.69%
Average current yield	3.69%
Average yield to maturity	3.66%
Average yield to worst	3.66%
Average modified duration	1.92
Average effective maturity	3.63

## Investment Type Allocation

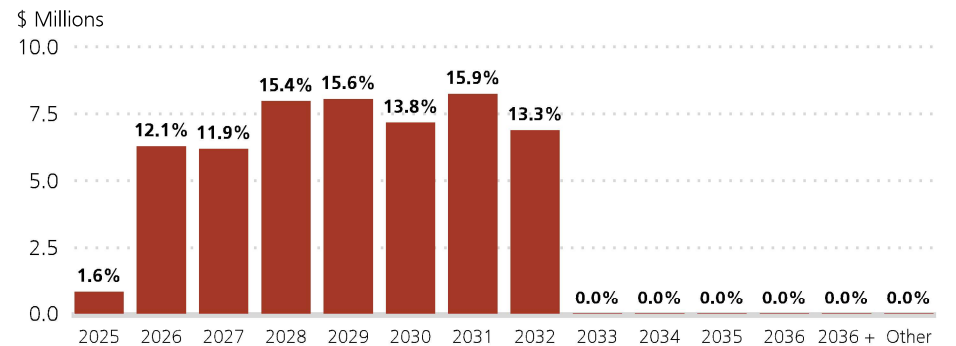
Investment type	Taxable (\$)	Tax-exempt / deferred (\$)	Total (\$)	% of bond port.
Asset/Mortgage	34,848,031.87	0.00	34,848,031.87	67.51
Certificates of deposit	2,768,493.07	0.00	2,768,493.07	5.36
Municipals	11,009,759.57	0.00	11,009,759.57	21.33
U.S. federal agencies	1,748,072.92	0.00	1,748,072.92	3.39
U.S. treasuries	1,248,037.35	0.00	1,248,037.35	2.42
<b>Total</b>	<b>\$51,622,394.78</b>	<b>\$0.00</b>	<b>\$51,622,394.78</b>	<b>100%</b>

## Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 11/30/2025 (\$)	% of port.
<b>A</b> Aaa/AAA/AAA	16	4,173,452.22	8.06
<b>B</b> Aa/AA/AA	21	10,487,825.16	20.31
<b>C</b> A/A/A	0	0.00	0.00
<b>D</b> Baa/BBB/BBB	0	0.00	0.00
<b>E</b> Non-investment grade	0	0.00	0.00
<b>F</b> Certificate of deposit	11	2,768,493.07	5.33
<b>G</b> Not rated	28	34,192,624.32	66.29
<b>Total</b>	<b>76</b>	<b>\$51,622,394.77</b>	<b>100%</b>



## Bond Maturity Schedule



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.



# Bond Holdings

as of November 30, 2025

## Summary of Bond Holdings

Maturity Year	Issues	Quantity	Est. annual income (\$)	Current yield (%)	Yield to maturity (%)	Yield to worst (%)	Modified duration	Adjusted cost basis (\$)	Unrealized gain/loss (\$)	Mkt. value (\$)	% of bond portfolio maturing
2025	1	850,000	3,187.50	0.38%	0.37%	0.37%	0.01	850,000.52	-0.52	851,593.75	1.65%
2026	21	6,753,000	125,182.34	2.00%	3.80%	3.80%	0.51	5,800,285.63	446,291.78	6,283,067.66	12.15%
2027	17	6,272,000	158,474.05	2.57%	3.70%	3.70%	1.45	5,852,729.03	310,436.21	6,188,561.72	11.99%
2028	14	7,859,000	340,506.75	4.30%	3.74%	3.74%	2.45	7,747,983.41	170,647.48	7,966,636.05	15.41%
2029	8	8,065,000	334,882.50	4.17%	N/A	N/A	N/A	7,803,715.3	218,802.95	8,049,494.90	15.61%
2030	4	7,046,000	318,387.60	4.46%	N/A	N/A	N/A	7,066,829.75	73,445.55	7,165,923.19	13.89%
2031	6	8,400,000	317,670.00	3.87%	4.19%	4.19%	5.45	8,018,971.01	189,770.99	8,234,332.08	15.97%
2032	5	6,895,000	297,118.60	4.34%	4.28%	4.28%	5.72	6,799,765.8	50,224.56	6,882,785.42	13.33%
2033	0	0			N/A	N/A	N/A				
2034	0	0			N/A	N/A	N/A				
2035	0	0			N/A	N/A	N/A				
2036	0	0			N/A	N/A	N/A				
2037	0	0			N/A	N/A	N/A				
2038	0	0			N/A	N/A	N/A				
2039	0	0			N/A	N/A	N/A				
2040	0	0			N/A	N/A	N/A				
2041	0	0			N/A	N/A	N/A				
2042	0	0			N/A	N/A	N/A				
2043	0	0			N/A	N/A	N/A				
2044	0	0			N/A	N/A	N/A				
2045	0	0			N/A	N/A	N/A				
2046	0	0			N/A	N/A	N/A				
2047	0	0			N/A	N/A	N/A				
2048	0	0			N/A	N/A	N/A				
2049	0	0			N/A	N/A	N/A				
2050	0	0			N/A	N/A	N/A				
2050 +	0	0			N/A	N/A	N/A				
Other	0	0			N/A	N/A	N/A				
<b>Total</b>	<b>76</b>	<b>52,140,000</b>	<b>\$1,895,409.34</b>	<b>3.69%</b>	<b>3.66%</b>	<b>3.66%</b>	<b>1.92</b>	<b>\$49,940,280.45</b>	<b>\$1,459,619.00</b>	<b>\$51,622,394.77</b>	

Includes all fixed-rate securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.



# AGENDA REPORT

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**Meeting Date:** December 8, 2025

**Meeting Type:** City Council Conference Meeting

**Submitted By:** Wally Wysopal, City Manager

## **Title**

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Commons Park Mediation Agreement

## **Background**

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In 2025, Stephen Britven, Lynn Britven and Jill Hirn filed suit against the City regarding planned modifications to Commons Park located immediately south of their properties. The dispute centered on the City's proposal to expand the north parking lot, add nine parking spaces, construct a vehicle turnaround area and remove existing trees within the disputed area.

Staff will review the agreement with the Council.

## **Attachments and Other Resources**

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- Settlement Agreement Hirn, et al v. City of Fridley

## **Vision Statement**

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

FINAL  
AGMT  
12/4/25

### MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (“Agreement”) is entered into on the latest date executed by and between Stephen Britven, Lynn Britven, and Jill Hirn (collectively, “Britven/Hirn”) and the City of Fridley (“City”) relating to all claims and defenses that were asserted, or that could have been asserted, in that action captioned *Jill Hirn, Stephen Britven, and Lynn Britven v. City of Fridley*; Anoka County District Court File No.: 02-CV-25-2154 (“Lawsuit”), other than those claims that are reserved as stated in Paragraph 5 herein.

The Lawsuit principally concerns disputes arising from the City’s planned design and construction of Commons Park, located immediately south of the Britven/Hirn properties, including the City’s proposal to expand the north parking lot, add nine (9) parking spaces, construct a vehicle turnaround area, and remove existing trees (collectively, the “Park Modification Dispute”) in the portion of Commons Park identified and outlined in a black rectangle on the attached Exhibit A (the “Approximate Disputed Area”). For purposes of this Agreement, the Approximate Disputed Area is referred to hereafter as the “Disputed Area.”

Exhibit A identifies the approximate boundaries of the Disputed Area. Exhibit B generally depicts the City’s planned modifications within that Disputed Area to be made pursuant to this Agreement, including the proposed Turn Around Area, and references the Designated Line for orientation and measurement purposes. In the event of any inconsistency between Exhibit B and this Agreement, the text of this Agreement and the boundaries shown on Exhibit A shall control. Otherwise, the Parties intend that Exhibit B accurately reflects the scope and location of the City’s work to be performed within the Disputed Area.

Exhibits A and B are incorporated by reference. At times in this Agreement, Britven/Hirn and the City may be collectively referred to as “the Parties.”

### MEDIATION AGREEMENT

The Parties acknowledge and agree that they have been advised by their counsel, and the mediator, that this is a binding agreement relating to settlement of claims asserted in the Lawsuit as reached through the process of mediation. The Parties further acknowledge that, pursuant to the requirements of the Minnesota Civil Mediation Act, they have been advised that:

- a. the mediator, Timothy C. Cook, has no duty to protect either of their interests or to provide them with any information about their legal rights;
- b. signing a mediated settlement agreement may adversely affect their legal rights;
- c. the Parties may, and in fact have, consulted with an attorney before signing this Agreement in order that they may be certain of their rights; and
- d. this is a mediated settlement reached pursuant to the provisions and requirements of the Minnesota Civil Mediation Act and case law interpreting the same. The Parties understand and acknowledge that it is a binding and conclusive resolution of the Lawsuit pursuant to the terms of this Agreement. The Parties have mediated for a full session on October 17, 2025, and have reached final agreement with the assistance of the mediator in negotiations following the date of the mediation session.

Now, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions of settlement of the Lawsuit:

1. **Spirit and Intent of this Agreement.** Through this Agreement, the Parties intend to resolve claims and defenses that were asserted, or that could have been asserted in the Lawsuit, including the Park Modification Dispute. Other than their respective rights to enforce any right, term, condition, obligation, or defense under this Agreement, the Parties acknowledge that they shall be fully and finally done with each other regarding the Park Modification Dispute and on all matters asserted, or that could have been asserted, about the Commons Park project in the Lawsuit, except that Britven/Hirn do not waive or release any future claim specifically reserved in Paragraph 5 herein.

2. **Settlement Terms Contingent on City Approval.** The settlement terms and this Agreement are conditioned on approval of the same by the Fridley City Council. The City's legal counsel and staff participating in the mediation process shall make recommendations to the Fridley City Council to approve the settlement. The City's legal counsel shall advise and confirm whether the settlement has been approved as soon as such knowledge is received, and not later than three business days following action by the City Council.

3. **Resolution of Park Modification Dispute.** The Parties agree that the Park Modification Dispute shall be resolved as follows:

- a. The City will no longer expand pavement, remove trees, or otherwise alter the Disputed Area except as provided in this paragraph.
- b. The previously planned expansion of the north parking lot including nine (9) additional parking spaces contemplated in the Disputed Area shall not be installed with the exception of the Turn Around Area described herein.
- c. Referencing Exhibit B for illustrative purposes, the City shall not remove trees, install pavement, or otherwise alter the green space area lying to the East of the

- Designated Line, except (i) for the Turn Around Area; (ii) for planting of additional trees; or (iii) for the limited purpose of completing or connecting the sprinkler system should the City elect to do so.
- d. The City shall install curbing and pavement for a Turn Around Area in a manner where it is approximately centered in the parking lot area extending to the east from the drive lane of the parking lot. The Turn Around Area shall be approximately centered relative to the north and south boundaries of the parking lot, shall extend no more than twenty-one feet (21') to the east of the Designated Line, and shall be no more than twenty feet (20') in width. The Turn Around Area is generally depicted on Exhibit B.
- e. The City will use its best efforts to preserve all trees in the Disputed Area shown on Exhibit B. However, the Parties understand that one or both of the existing 16" and 18" diameter Ponderosa Pines may need to be removed to accommodate installation of the Turn Around Area.
- f. If either of the Ponderosa Pines are destroyed or removed during installation of the Turn Around Area, the City shall replace any such tree(s) with suitable sized trees (but not exact replacements as to size/type). If such trees are destroyed by storm, wind, lightning, or disease, decisions on possible replacement of the same are in the City's discretion.
- g. The City shall also install an additional four (4) trees in areas of the Disputed Area as requested by Britven/Hirn, including areas just south of the Britven/Hirn property line but not in any location that will interfere with the function of the Parking Lot Improvements defined herein. Such additional trees shall be a

minimum of eight feet (8') in height, and when installed, shall be watered and maintained by the City until they are established. Such installation of these additional trees shall be done as soon as reasonably possible and before completion of the Commons Park project.

- h. Britven/Hirn acknowledge that the City has expanded the parking lot to the north, removed a service road, and installed a new drainage system, with rain garden vegetation features, south of their property lines ("Stormwater Quality Filtration Swale"). The City shall mow and maintain all City park land surrounding the Stormwater Quality Filtration Swale.
- i. Except as provided in this Paragraph, the City shall not pave any portion of the Disputed Area for a seven (7) year period beginning December 1, 2025 and ending December 1, 2032.
- j. Except as provided in this Paragraph, the City shall also not remove any trees in the Disputed Area unless such removal is necessitated by storm damage or disease. The City may, but need not, replace any trees in the Disputed Area that die by storm, wind, lightning, or disease.
- k. Due to the Lawsuit, the City did not extend new sprinkler systems into any portion of the Disputed Area. The City may, but need not, install sprinkler lines and heads into the Disputed Area, with such decision in the City's discretion. The City will require its contractor, or staff, to water and maintain the existing trees in the Disputed Area and the newly installed trees, through a standard project warranty period.

4. **Mutual Releases**. Upon approval of this Agreement by the City Council under Paragraph 2, and except only for the Parties' right to enforce any right, term, condition, obligation, or defense under this Agreement, including enforcement of the City's commitments and obligations under Paragraph 3, the Parties, on behalf of themselves and their respective representatives, attorneys, agents, insurers, heirs, successors, elected officials, contractors, and assigns, shall and do hereby release each other from all claims, demands, damages, causes of action, or defenses arising out of the Lawsuit, except that this mutual release does not extend to, and expressly excludes, any future claim specifically reserved in Paragraph 5 herein.

5. **Parking Lot Improvements Claims Reserved**. The City has constructed and is in the process of completing the Stormwater Quality Filtration Swale and has removed the former service road and expanded the parking lot in connection with that work. Consistent with this Agreement, the City will be adding a Turn Around Area to the parking lot. The installation of the Stormwater Quality Filtration Swale, the removal of the former service road, the expansion of the parking lot, and the addition of the Turn Around Area are collectively referenced herein as the "Parking Lot Improvements." The impact of the Parking Lot Improvements on drainage, grading, and water flow remain uncertain.

Britven/Hirn remain concerned about the potential for flooding, erosion, water intrusion, and impacts on drainage of their properties resulting from the Parking Lot Improvements. Britven/Hirn therefore expressly reserve, and do not release, any future claims of any kind (including but not limited to claims for property damage, trespass, nuisance, or negligence) related to flooding, erosion, water intrusion, or impacts on drainage or similar injury to their properties arising out of or relating to the design, construction, removal, installation,

maintenance, operation, or performance of the Parking Lot Improvements . Britven/Hirn further reserve all equitable and legal remedies available.

6. **Severability**. The Parties acknowledge that the City's overall Commons Park project involves other areas beyond the Disputed Area, including property or facilities located west of the Britven/Hirn properties. If any portion of the City's plans, agreements, or obligations relating to such other areas — including any portion found to violate zoning, land-use, or other legal requirements applicable to those areas — is determined by any court, agency, or authority to be invalid or unenforceable, such determination shall not affect the validity, enforceability, or performance of this Agreement as between Britven/Hirn and the City. This Agreement shall remain binding and fully enforceable as to all of its terms and obligations relating to the Disputed Area, the Park Modification Dispute, and the commitments made by the City to Britven/Hirn herein.

7. **Dismissal of Lawsuit With Prejudice**. Upon City Council approval of this Agreement, the Parties authorize their counsel to electronically execute and file separate stipulation for dismissal and order for dismissal documents. Such documents shall be in the approximate forms provided by the mediator, with final forms to be determined by counsel and the court. The dismissal pleadings shall also extinguish all injunctive relief issued in the Lawsuit. By this paragraph, all counsel authorize having their electronic signatures appended to the dismissal stipulation.

8. **No Admission of Liability**. Nothing in this Agreement shall constitute an admission of fault or responsibility by any of the Parties to any of the other Parties. This settlement is made in compromise of disputed claims. The Parties expressly deny all liability for

the other's claims. The Parties are settling their disputes to avoid the time, uncertainty, and expense of litigation and to simply buy their peace with each other.

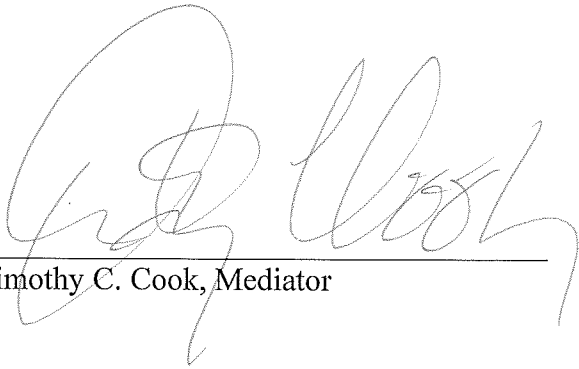
9. **Attorneys' Fees and Costs / Mediator's Fee.** The Parties shall each pay their own attorneys' fees and costs incurred in the Lawsuit. Upon final approval of this Agreement, the City shall pay the entire mediator's fee.

10. **Signatory Authority/Voluntary Execution.** Each of the signatories to this Agreement acknowledge that they are signing the same of their own free act and deed, after having had full benefit of legal counsel, and without being under any coercion, promise, or commitment, except as those expressly contained herein. Each of the signatories represent that they have secured the necessary authorizations or approvals of their boards, councils, clients, and agents to execute this Agreement on their behalf and to bind themselves, their owners in title to the Hirn/Britven properties, and the City. Signatures of counsel are as to approval of form only.

11. **Execution in Counterpart.** This Agreement may be signed in counterpart, meaning that not all signatures need appear on the same page of the Agreement for it to be effective. Electronic or facsimile signatures shall be deemed to operate as originals.

**[SIGNATURES APPEAR ON SEPARATE PAGE]**

Dated: 12/4/25

  
\_\_\_\_\_  
Timothy C. Cook, Mediator

Dated: \_\_\_\_\_

\_\_\_\_\_  
**JILL HIRN**

\_\_\_\_\_  
**LYNN BRITVEN**

\_\_\_\_\_  
**STEPHEN BRITVEN**

\_\_\_\_\_  
Attorney-Kristine L. Britven

**CITY OF FRIDLEY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Party Representative

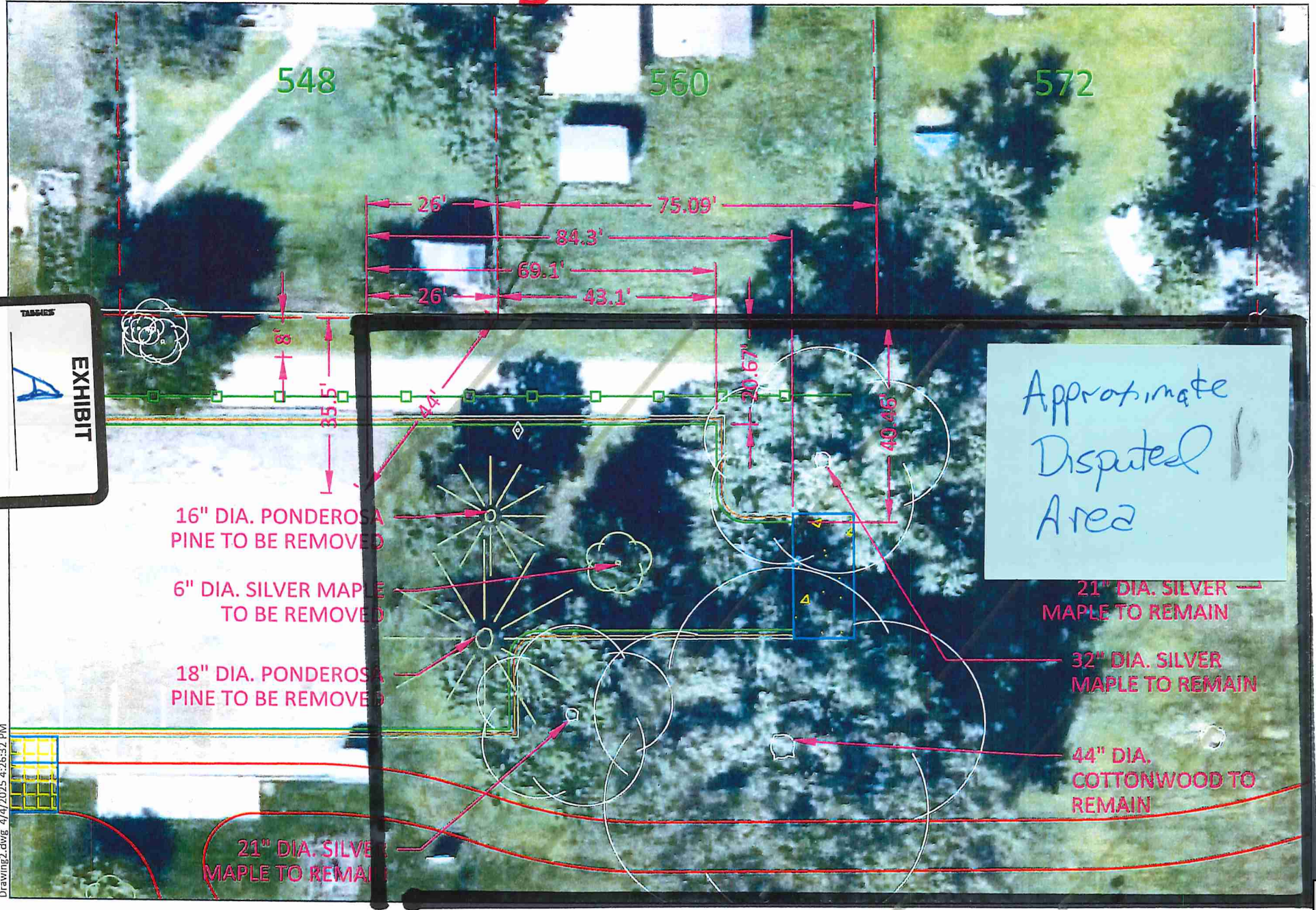
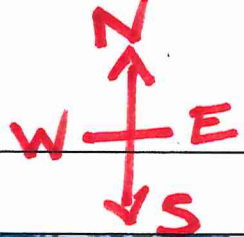
\_\_\_\_\_  
Attorney-Justin L. Templin

**APPROVED BY FRIDLEY CITY COUNCIL:**

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

*and*

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



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Designated line  
(East line of existing  
parking lot pavement)



Expanded parking lot

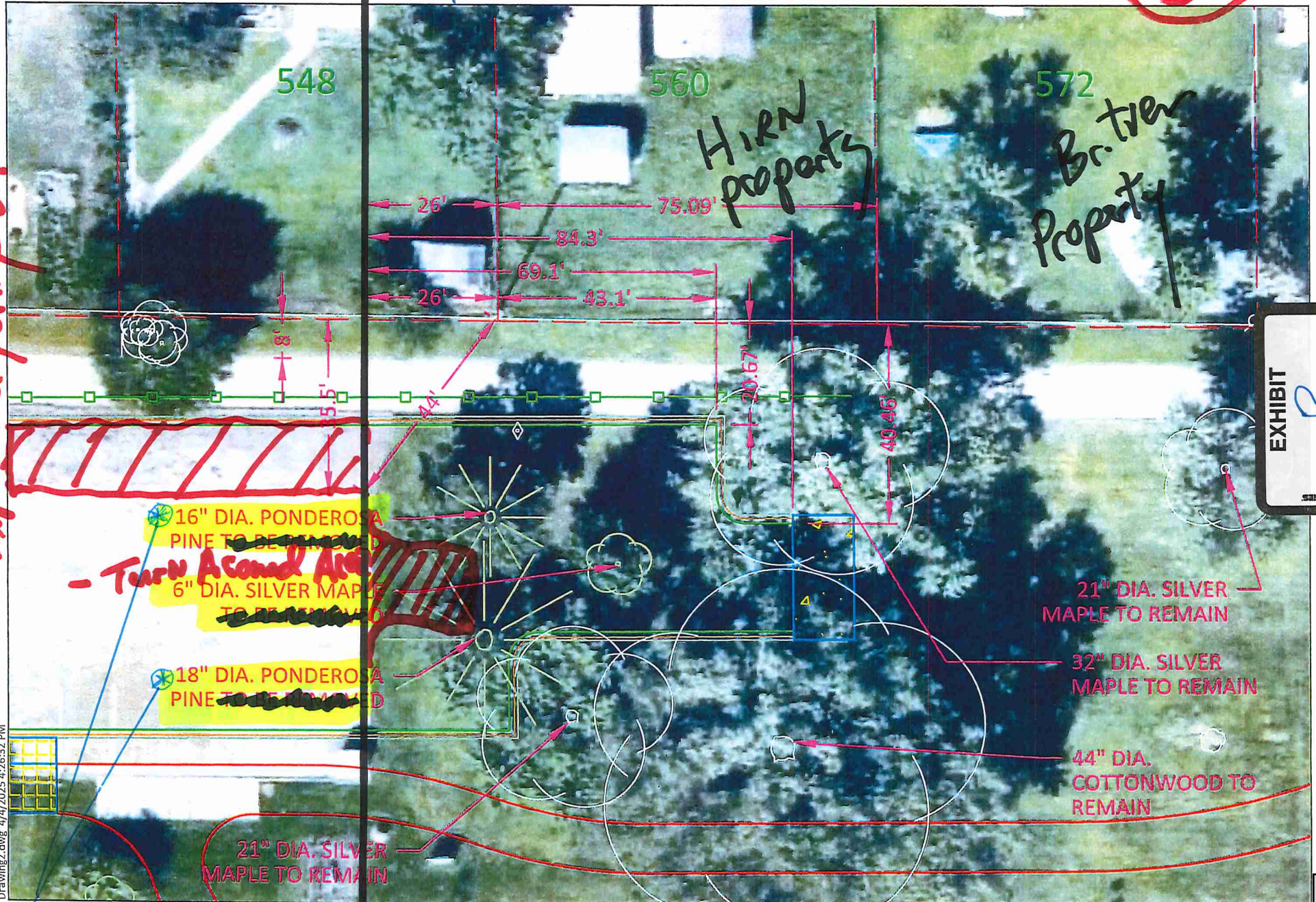


EXHIBIT  
B

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\* PINES TO BE PRESERVED / NOT REMOVED