



City Council Meeting

June 24, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

The Fridley City Council (Council) requests that all attendees silence cell phones during the meeting. A paper copy of the Agenda is at the back of the Council Chambers. A paper copy of the entire Agenda packet is at the podium. The Agenda and all related materials may also be found on the City's website at FridleyMN.gov/1564/Agenda-Center.

Pledge of Allegiance

Proposed Consent Agenda

The following items are considered to be routine by the Council and will be approved by one motion. There will be no discussion of these items unless a Councilmember requests, at which time that item may be moved to the Regular Agenda.

Meeting Minutes

- [1.](#) Approve the Minutes from the City Council Meeting of June 10, 2024
- [2.](#) Receive the Minutes from the City Council Conference Meeting of June 10, 2024
- [3.](#) Receive the Minutes from the Housing and Redevelopment Authority (HRA) Meeting of April 4, 2024

New Business

- [4.](#) Resolution No. 2024-70, Supporting Anoka County Parks Long-range Plan for the Rice Creek West Regional Trail Corridor
- [5.](#) Resolution No. 2024-84, Approving and Authorizing the Signing of an Agreement with Northwest Metro 916 Intermediate School District for School Resource Officer Services for 2024-2026
- [6.](#) Resolution No. 2024-85, Approving and Authorizing the Signing of an Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open
- [7.](#) Resolution No. 2024-89, Approving Gifts, Donations and Sponsorships Received Between May 18, 2024, and June 14, 2024
- [8.](#) Resolution No. 2024-86, Awarding Danube Pond and Farr Lake Pretreatment Project No. 603-60-23102

- [9.](#) Resolution No. 2024-87, Awarding 2024 Americans with Disabilities Act Improvement Project No. 24-800

Claims

- [10.](#) Resolution No. 2024-88, Approving Claims for the Period Ending June 20, 2024

Open Forum

The Open Forum allows the public to address the Council on subjects that are not on the Regular Agenda. The Council may take action, reply, or give direction to staff. Please limit your comments to five minutes or less.

Regular Agenda

The following items are proposed for the Council's consideration. All items will have a presentation from City staff, are discussed, and considered for approval by separate motions.

New Business

- [11.](#) Resolution No. 2024-83, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21
- [12.](#) Resolution No. 2024-90, Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project

Informal Status Reports

Adjournment

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: June 24, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of June 10, 2024

Background

Attached are the minutes from the City Council meeting of June 10, 2024.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of June 10, 2024.

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

- Minutes from the City Council Meeting of June 10, 2024

Vision Statement

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



City Council Meeting

June 10, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of June 10, 2024, to order at 7:00 p.m.

Present

Mayor Scott Lund
Councilmember Dave Ostwald
Councilmember Tom Tillberry
Councilmember Ryan Evanson
Councilmember Ann Bolcom

Absent

Others Present

Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Joe Starks, Finance Director
Sarah Sonsalla, City Attorney

Pledge Of Allegiance

Proclamations/Presentations

1. Distinguished Budget Presentation Award

Joe Starks, Finance Director, stated that the City has received the Distinguished Budget Presentation Award. He noted that with the two other financial awards the City typically receives, the City is poised to receive the Triple Crown.

Approval of Proposed Consent Agenda

Motion made by Councilmember Tillberry to adopt the proposed Consent Agenda. Seconded by Councilmember Bolcom.

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously.

Approval/Receipt of Minutes

2. Approve the Minutes from the City Council Meeting of May 28, 2024.

3. Receive the Minutes from the Council Conference Meeting of May 28, 2024.

New Business

4. Resolution No 2024-77, Approving Appointment to the Fridley Public Arts Commission.
5. Resolution No. 2024-79, Ordering Preparation of Preliminary Report, Plans, and Specifications for 2025 Street Rehabilitation Project No. ST2025-01.
6. Resolution No. 2024-80, Approving an Easement for CenterPoint Energy Gas Line Through Edgewater Gardens Park.
7. Resolution No. 2024-82, Authorizing Participation of the City of Fridley in the Minnesota Local Performance Measurement Program.

Claims

8. Resolution No. 2024-81, Approving Claims for the Period Ending June 5, 2024.

Open Forum, Visitors: (Consideration of Items not on Agenda – 15 minutes.)

Bob Hossman referred to the neighborhood petition requesting that a bike lane simply be painted on the roadway. He again asked that the Council consider the request from the Sylvan Hills neighborhood.

Adoption of Regular Agenda

Motion made by Councilmember Ostwald to adopt the regular agenda. Seconded by Councilmember Evanson.

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously.

Regular Agenda

New Business

9. Resolution No. 2024-78, Approving and Accepting the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending December 31, 2023.

Mr. Starks introduced the auditor who is present tonight to review the results of the audit.

Rebecca Peterson, Redpath, reported that the City received an unmodified, or clean, opinion on the 2023 financial statements. She stated that there were no internal control findings and no findings of legal noncompliance. She reviewed the communication to those charged with governance. She also reviewed the 2023 financial summary and information on the different funds of the City.

Councilmember Evanson asked for details on the internal control finding from the previous year, recognizing that did not carry over to this year.

Ms. Peterson provided more details on the finding from the previous year, noting that it was the result of finance not receiving information from other departments. She commented that issue was resolved before the presentation was even made to the Council. She also provided additional details on the new GASB 96 regulation.

Mr. Starks thanked Ms. Peterson and her staff, recognizing the work it takes to complete the audit. He also recognized the City accounting staff who were involved in the audit.

Motion made by Councilmember Evanson to approve Resolution No. 2024-78, Approving and Accepting the Annual Comprehensive Financial Report for the Fiscal Year Ending December 31, 2023. Seconded by Councilmember Ostwald.

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously.

Informal Status Reports

Councilmember Bolkcom highlighted some of the different events going on in preparation for '49er Days this weekend. She also noted the need for additional volunteers for the events.

Mayor Lund encouraged residents to volunteer for the events.

Councilmember Bolkcom recognized the recent Moore Lake event, noting that it was a great event.

Councilmember Evanson commented that his kids witnessed a tree fall into the street, blocking traffic. He noted that within 60 minutes the City had that cleared.

Adjourn

Motion made by Councilmember Ostwald to adjourn. Seconded by Councilmember Evanson.

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 7:27 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Roberta S. Collins, Assistant to the City Manager

Title

Receive the Minutes from the City Council Conference Meeting of June 10, 2024

Background

Attached are the minutes from the City Council conference meeting of June 10, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of June 10, 2024.

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

- Minutes from the City Council Conference Meeting of June 10, 2024

Vision Statement

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



Council Conference Meeting

June 10, 2024

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

Present: Mayor Scott Lund
Councilmember Dave Ostwald
Councilmember Tom Tillberry
Councilmember Ryan Evanson
Councilmember Ann Bolkcom

Others Present: Walter Wysopal, City Manager
Becca Hellegers, Director of Employee Resources
Jim Kosluchar, Public Works Director
Joe Starks, Finance Director
Mike Grundman, IT Manager
Danielle Herrick, City Manager Intern

Items for Discussion

1. AI Policy.

Danielle Herrick, City Manager Intern, presented the AI policy to Council. Staff will have Sarah Sonsalla, City Attorney, review the policy, and then schedule it for adoption at a future Council meeting.

2. One-Way Conversion and Trail Project Update.

Jim Kosluchar, Public Works Director, reviewed the project for the City Council.

3. Islands of Peace Regional Park.

Wally Wysopal, City Manager, reviewed the project for the City Council.



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Receive the Minutes from the Housing and Redevelopment Authority (HRA) Meeting of April 4, 2024

Background

Attached are the minutes from the HRA meeting of April 4, 2024.

Financial Impact

None.

Recommendation

Staff recommend Council receive the minutes from the HRA meeting of April 4, 2024.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| ☐ Vibrant Neighborhoods & Places | ☐ Community Identity & Relationship Building |
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Attachments and Other Resources

- Minutes from the HRA Meeting of April 4, 2024

Vision Statement

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



Housing and Redevelopment Authority

April 4, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Chairperson Showalter called the Housing and Redevelopment Authority meeting to order at 7:00 p.m.

Present

Elizabeth Showalter
Troy Brueggemeier
Rachel Schwankl
Kyle Mulrooney

Absent

Gordon Backlund

Others Present

Paul Bolin, HRA Assistant Executive Director

Action Items

1. Approval of Expenditures – February and March 2024.

Motion by Commissioner Mulrooney to approve the expenditures. Seconded by Commissioner Brueggemeier.

Upon a voice vote, all voting aye, Chair Showalter declared the motion carried unanimously.

2. Approval February 1, 2024, Meeting Minutes.

Motion by Commissioner Brueggemeier to approve the meeting minutes of February 1, 2024, as presented. Seconded by Commissioner Schwankl.

Upon a voice vote, all voting aye, Chair Showalter declared the motion carried unanimously.

3. Approval of Amendment to CEE Home Energy Squad Agreement

Paul Bolin, Assistant Executive Director, stated that in 2015, the City began its agreement for the Home Energy Squad visits, and he provided a brief summary of the program which helps residents identify efficiencies that could be made to homes. He stated that CEE has been a partner to the City for many years, and he reviewed the different programs and loan programs the organization has partnered

with the City to facilitate. He stated that there are some uncertainties for the Home Energy Squad program because of a notice that was provided by utility companies. He stated that through the proposed amendment, CEE would continue to administer the program through June 1, 2024, with the same service and discount allowed through the end of May. He stated that this item will come back to the HRA once the details of the new program are known.

Motion by Commissioner Brueggemeier to approve the amendment to the Home Energy Squad Agreement with CEE. Seconded by Commissioner Schwankl.

Upon a voice vote, all voting aye, Chair Showalter declared the motion carried unanimously.

Informational Items

4. Update on Housing Programs

Mr. Bolin reported that the annual open house for homeowner programs was held on March 27, and he provided a summary of the event. He also provided an update on the status of the loan programs.

Adjournment

Motion by Commissioner Mulrooney to adjourn the meeting. Seconded by Commissioner Brueggemeier.

Upon a voice vote, all voting aye, Chairperson Showalter declared the motion carried and the meeting adjourned at 7:14 p.m.

Respectfully submitted,

Paul Bolin
Assistant Executive Director



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Mike Maher, Parks and Recreation Director

Title

Resolution No. 2024-70, Supporting Anoka County Parks Long-range Plan for the Rice Creek West Regional Trail Corridor

Background

A long-range plan has been developed by Anoka County Parks (County) for the Rice Creek West Regional Trail. Four miles of the Rice Creek West Regional Trail run through the City of Fridley (City) connecting Manomin Park, Locke Lake Park, Plaza Park, Community Park, and Locke Park. The Regional Trail and several parks were operated under a Joint Powers Agreement between the County and City. This agreement was terminated by the City in November of 2023. The City has since granted an easement to the County for the Regional Trail. Trail maintenance and planning will remain a function of the County with the City retaining the right to perform plowing or maintenance as is necessary.

The County has completed a community engagement process to gather feedback on the Rice Creek West Regional Trail Corridor and has requested a resolution of support from the Fridley City Council for their long-range plan for the trail corridor. Several key elements of the plan include addressing issues with steep trail grades within 3-5 years, a recommended underpass beneath University Avenue, and improvements to signage and wayfinding.

The resolution of support further indicates that:

- The Long-Range Plan acknowledges the County is no longer responsible for Locke Park, Locke Lake Park and Plaza Park upon termination of a joint powers agreement in November of 2023.
- The City provided easements to the County for segments of the Rice Creek West Regional Trail within Locke Park, Locke Lake Park, and Plaza Park.
- In recognition of its support, the City accepts the planned timeline and cost estimate found in item 10 of the Long-Range Plan pertaining to trail accessibility.

Financial Impact

Improvements to the Rice Creek West Regional Trail will be funded by Anoka County.

Recommendation

Staff recommends approval of Resolution 2024-70, Supporting Anoka County Parks Long-range Plan for the Rice Creek West Regional Trail Corridor.

Vision Statement

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

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 2024-70, Supporting Anoka County Parks Long-range Plan for the Rice Creek West Regional Trail Corridor
 - Finalized Rice Creek West Regional Trail Long-range Plan with Appendix

Vision Statement

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

Resolution No. 2024-70

Supporting a Long-Range Plan for Rice Creek West Regional Trail Corridor

Whereas, the County of Anoka is pursuing the development of a multi-purpose regional trail system that would link local and state trail systems, regional parks, and provide safe and convenient routes for non-motorized traffic to traverse the County; and

Whereas, in 2015, the Metropolitan Council adopted the 2040 Regional Parks Policy Plan, which supports the implementation of corridors which provide access to high quality natural resources, regional parks, park reserves, and local areas of interest; and

Whereas, the proposed alignment of the Rice Creek West Regional Trail Corridor would link the Mississippi River, Rice Creek and the City of Fridley; and

Whereas, the Regional Trail Corridor is strategically located to provide pedestrian access to the recreational resources along its route; and

Whereas, the Long-Range Plan proposes to include improvements to the regional trail and amenities within the corridor that will enhance user experience and improve safety; and

Whereas, improvements within Locke Park have been financed by State of Minnesota bonds; and

Whereas, the Long-Range Plan acknowledges Anoka County is no longer responsible for Locke Park, Locke Lake Park and Plaza Park upon termination of a joint powers agreement in November of 2023; and

Whereas, the City of Fridley provided easements to Anoka County for segments of the Rice Creek West Regional Trail within Locke Park, Locke Lake Park, and Plaza Park; and

Whereas, in recognition of its support, the City of Fridley accepts the planned timeline and cost estimate found in item 10 of the Long-Range Plan pertaining to trail accessibility; and

Now, therefore, be it resolved that the City of Fridley hereby offers its support to Anoka County for the Rice Creek West Regional Trail Long Range Plan in the City of Fridley.

Passed and adopted by the City Council of the City of Fridley on June 24th, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



RICE CREEK WEST REGIONAL TRAIL

2024 | [ANOKACOUNTYPARKS.COM](https://anokacountyparks.com)

**ANOKA
COUNTY**
P A R K S

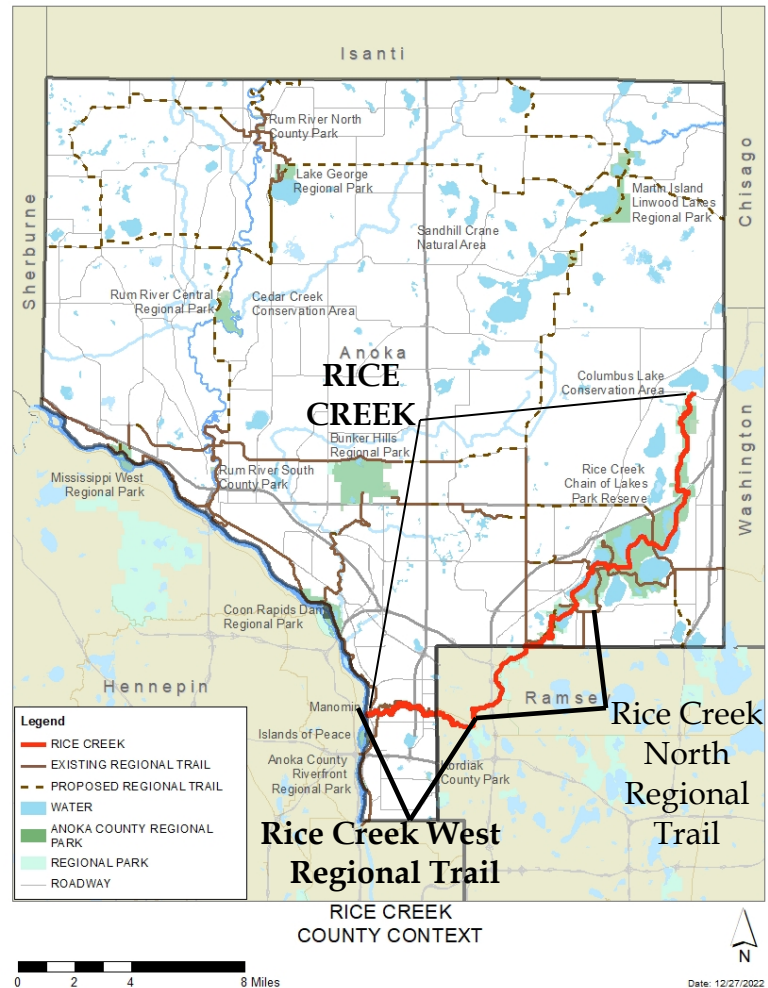
Introduction

Regional Context

The Rice Creek West Regional Trail is an important amenity in the metropolitan regional area because it provides access to Rice Creek, which is a 28-mile scenic creek that travels through the Cities of Columbus, Lino Lakes, Circle Pines, Shoreview, Arden Hills, New Brighton, and Fridley to the Mississippi River.

In the late 1970's and early 1980's, Anoka and Ramsey Counties partnered to develop a 14-mile-long trail along the creek from Lino Lakes to the Mississippi River. The trail was built in the mid-1980's and the regional trail is divided into two sections. One section is from the Mississippi River to Long Lake Regional Park in Ramsey County and is known as Rice Creek West Regional Trail. The other section of trail travels north from Long Lake Regional Park to Lino Lakes and is known as Rice Creek North Regional Trail.

The purpose of this long-range plan is to address the portion of Rice Creek West Regional Trail within Anoka County and the City of Fridley.

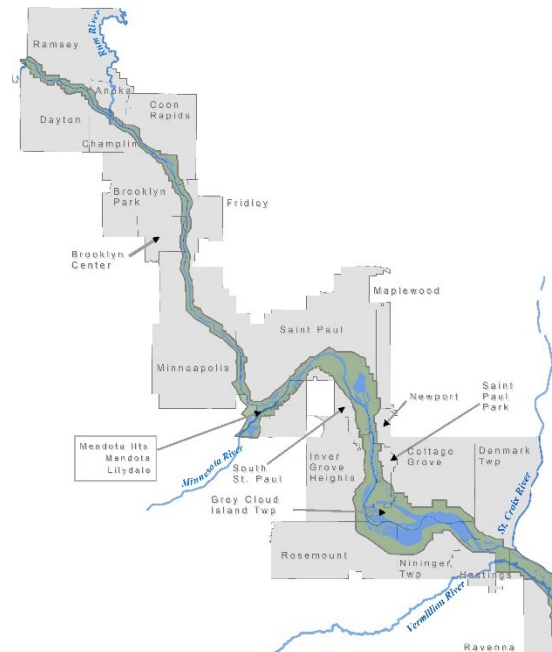


Mississippi River Corridor Critical Area

A portion of the Rice Creek West Regional Trail Corridor does fall within the Mississippi River Corridor Critical Area (MRCCA). The MRCCA is a state, regional and local government program that provides coordinated land planning and regulation for the 72-mile stretch of the Mississippi River through the seven-county metropolitan area. It covers 54,000 acres of land in 30 local jurisdictions and is made of several MRCCA Districts. The purpose of MRCCA is to:

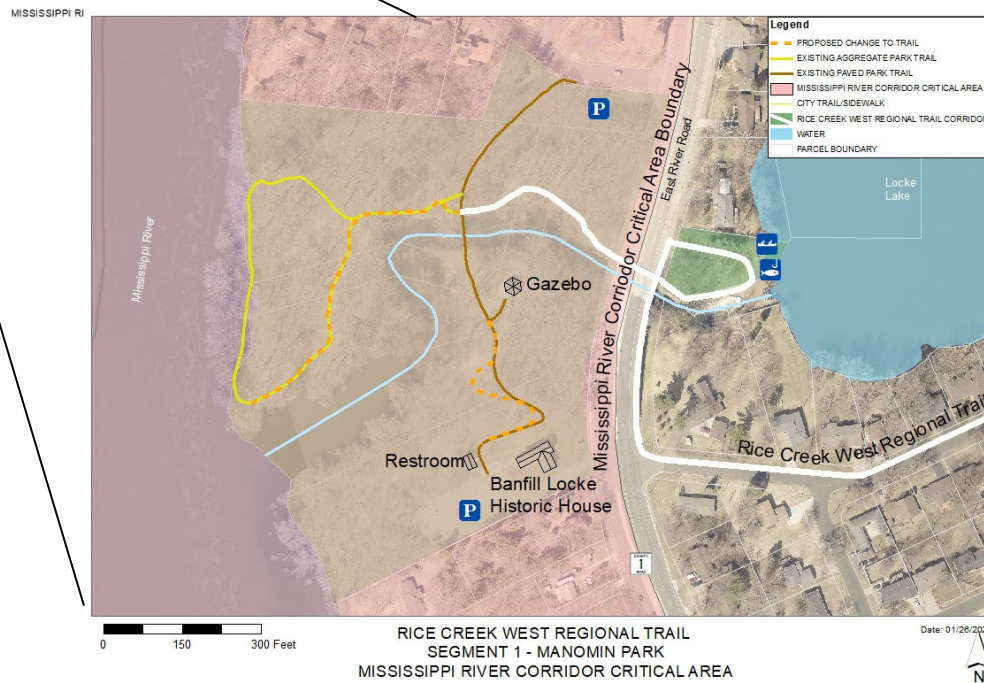
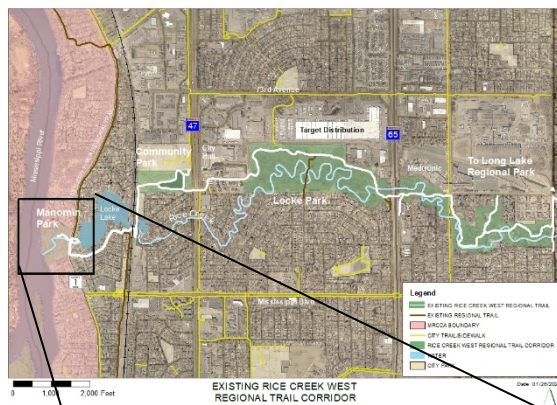
1. Protect and preserve the Mississippi River and adjacent lands that the legislature finds to be unique and valuable state and regional resources for the benefit of the health, safety, and welfare of the citizens of the state, region, and nation.

2. Prevent and mitigate irreversible damages to these state, regional, and natural resources.
3. Preserve and enhance the natural, aesthetic, cultural, and historical values of the Mississippi River and adjacent lands for public use and benefit.
4. Protect and preserve the Mississippi River as an essential element in the national, state, and regional transportation, sewer and water, and recreational systems.
5. Protect and preserve the biological and ecological functions of the Mississippi River corridor.



MRCCA Boundary

The western most terminus for the Rice Creek West Regional Trail is Manomin Park. This park is within the River Neighborhood District with the City of Fridley enforcing the MRCCA zoning requirements. The County acknowledges the standards and criteria for the preservation, protection, and management of the MRCCA.



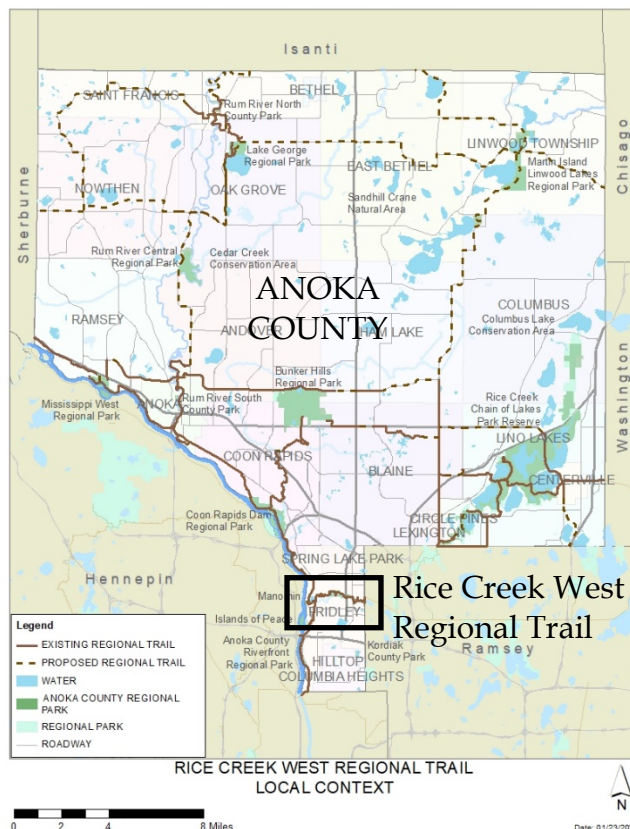
Manomin Park within MRCCA

The County also recognizes that the design and construction of park and trail facilities must comply with MRCCA standards as set forth in Minn. Rules 6106.0130 and that any planning, design and construction of facilities or projects in this area will need to protect primary conservation areas and public river corridor views as identified by the Cities of Fridley, Brooklyn Park, and Anoka County.

Local Context

Located in the City of Fridley, a first ring suburb, the trail follows the Rice Creek to the confluence at the Mississippi River. The trail is approximately 4 miles long and connects Anoka and Ramsey counties. It also provides connections to other regional parks and trails, like the Mississippi River Trail, Long Lake Regional Park, and local parks, such as Community Park in Fridley. The trail provides an important transportation alternative to driving by connecting where people live, work, and recreate.

Public input regarding the trail indicated that the trail is highly important for the access to nature, wildlife, recreation, and transportation opportunities it provides. Many that use the trail noted its location as being key for use, as it connects to several different types of



residential housing. One participant described it as being “away from the city” but still “in the city”.

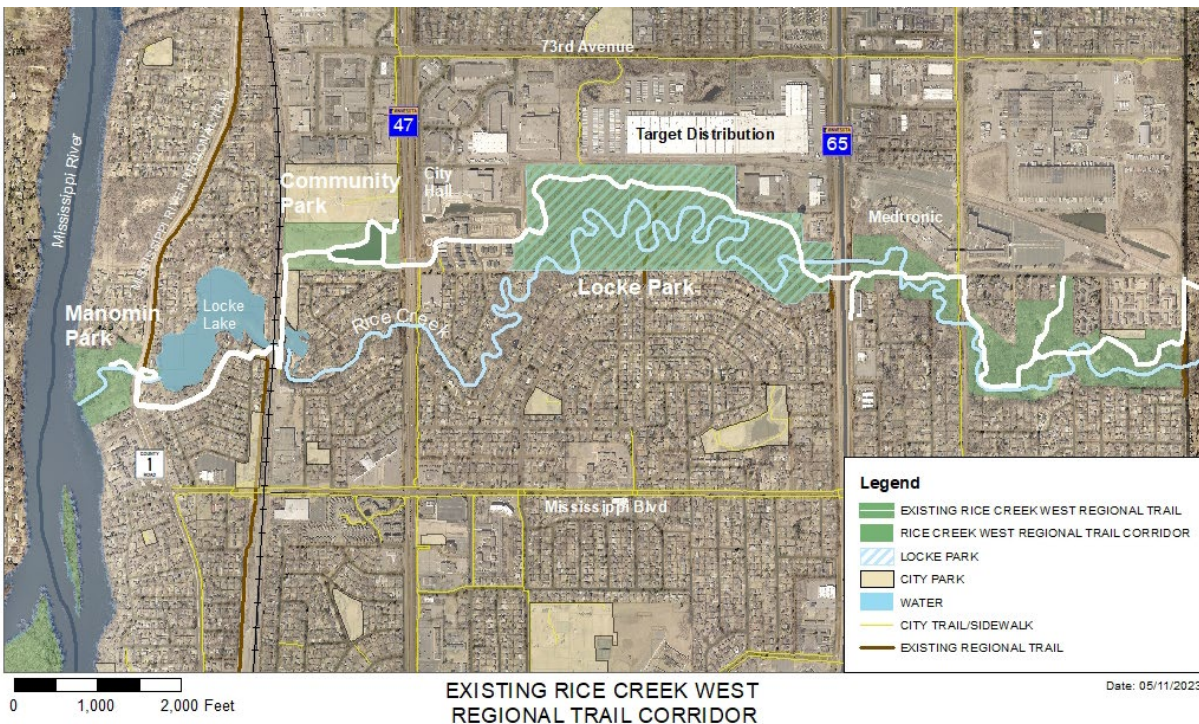
Regional Context

The original long-range plan for the trail dates to 1980. While there was a plan amendment completed in 2010, the Rice Creek West Regional Trail Corridor trail has not been reviewed since. This report is intended to update the long-range plan for the trail to meet the needs of changing populations and demographics in the metropolitan area.

Since the trail traverses through Anoka County and City of Fridley property, the two agencies previously partnered through a Joint Powers Agreement (JPA) to offer this amenity to the residents in the north

metro area. In November 2022, the City of Fridley terminated the JPA. To ensure grant compliance and the regional trail status, the Metropolitan Council and State of MN have agreed to allow the City of Fridley to become co-grantees with Anoka County on the existing grants that provided bond funding for the park redevelopment. This will allow the City to be responsible for the operations and maintenance of the park, but maintain State compliance with the grants. The City will grant a trail easement for the regional trail and the County will be responsible for the operations and maintenance of the regional trail through City of Fridley property. This plan addresses the regional trail needs, operation and maintenance moving forward.

As shown in the following figure, the easternmost portion of the trail corridor, from Highway 65/Central Avenue to Stinson Boulevard (Ramsey County border) is owned and operated by Anoka County. The 95 acres that make up Locke Park, located in the middle section of the trail, is owned by the City of Fridley. West of Locke Park the trail traverses land owned by the County at Community Park and land owned and operated by the City of Fridley at Plaza and Locke Lake Parks. Trail easements have been provided by the City of Fridley to ensure the integrity of the trail across city property. The trail is on-street on Rice Creek Way NE and then on a sidewalk adjacent to East River Road for a short segment before it terminates at Manomin Park, which is owned and operated by the County.



Rice Creek Water Trail

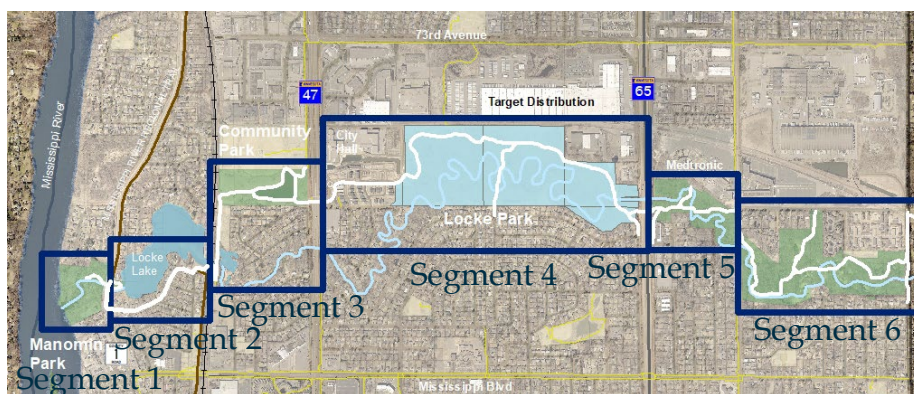
The designated Rice Creek Water Trail is a 15-mile water trail that originates at the outlet of Peltier Lake in Lino Lakes, below the Peltier Lake Dam, and flows approximately 15 miles downstream and terminates at Long Lake Regional Park in New Brighton. The 5 ¼ mile section of Rice Creek that flows through Fridley, between Long Lake and the Mississippi River, cannot be safely and officially designated as a water trail due to consistent public safety issues associated with multiple downed trees in the creek that present public safety hazards for watercraft users. However, the Anoka County Parks Department conducts an annual inspection of downed trees in the Fridley section of the creek, maps the locations, and attempts to remove the identified hazards as resources are available and when stream flows

are safe for water certified chainsaw crews. Certified chainsaw crews have not been available since 2018/19 due to declining staffing shortages at the Conservation Corps Minnesota. Also, stream access to many areas throughout this corridor is hindered by private properties, challenging topography, downed trees, and safely navigable stream flows. Anoka County's Risk Management Department does not support an official designation of a water trail in this portion of the Rice Creek and therefore the County does not encourage public use of the creek, thus the Rice Creek Water Trail through the City of Fridley is not considered part of the Rice Creek West Regional Trail Corridor and not considered in the Long-Range Plan.

Boundaries/Development Concept

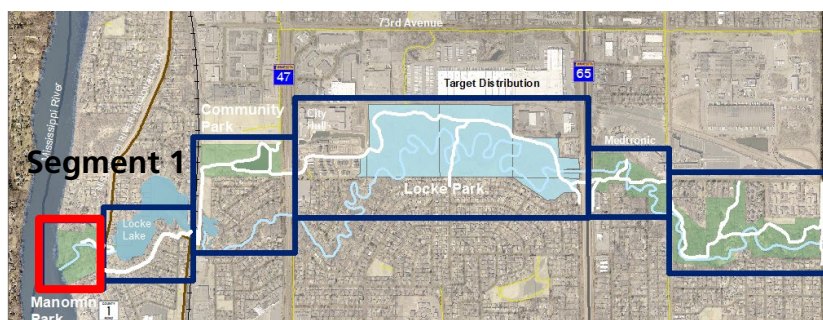
The existing four-mile-long Rice Creek West Regional Trail corridor follows the creek through Anoka County. Locke Park, the Fridley Civic Campus, Community Park, Plaza Park, Locke Lake Park and Manomin Park are a few parks and facilities it connects. The trail also links Rice Creek, the Mississippi River, the Mississippi River Trail, Rice Creek West Regional Trail in Ramsey County, and many residential neighborhoods along its route.

For the purposes of discussion, the trail is divided into six segments from west to east. The segments are as follows:



The trail is already established and the boundaries of the trail corridor are shown in each of the following segments. There are no acquisition parcels proposed within this long range plan and trail easements are discussed segment by segment. There are no active Minnesota Pollution Control Agency monitor sites within the corridor and the corridor is quite suitable for a regional trail as it provides varied topography and varied land cover for a variety of experiences along the trail.

SEGMENT 1



Boundaries of Segment 1

Segment 1 focuses on the westernmost terminus for the Rice Creek West Regional Trail at Manomin Park, which is owned and operated by Anoka County. Manomin Park is approximately 14 acres and sits at the confluence of the Mississippi River and Rice Creek. The park has a historic property, the Banfill Locke Historic House, two parking lots for 40 cars, park trails, a 50-person capacity gazebo for rent, a restroom building, fishing deck and canoe and kayak launch at Locke Lake, as shown in the adjacent map. To provide access from the park to the regional trail, there is an existing pedestrian underpass that provides a safe alternative to crossing East River Road/CSAH 1. The existing regional trail is an 8-foot-wide paved trail within Manomin Park.



The land cover of the park varies from floodplain forest to upland with short perennial grasses and mixed deciduous trees. Since the County owns and operates the 14-acre park, the site suitability for parkland is excellent and provides access to Locke Lake, Rice Creek, and the Mississippi River. There are no acquisition costs related to the trail within Segment 1.

Development Concept for Segment 1

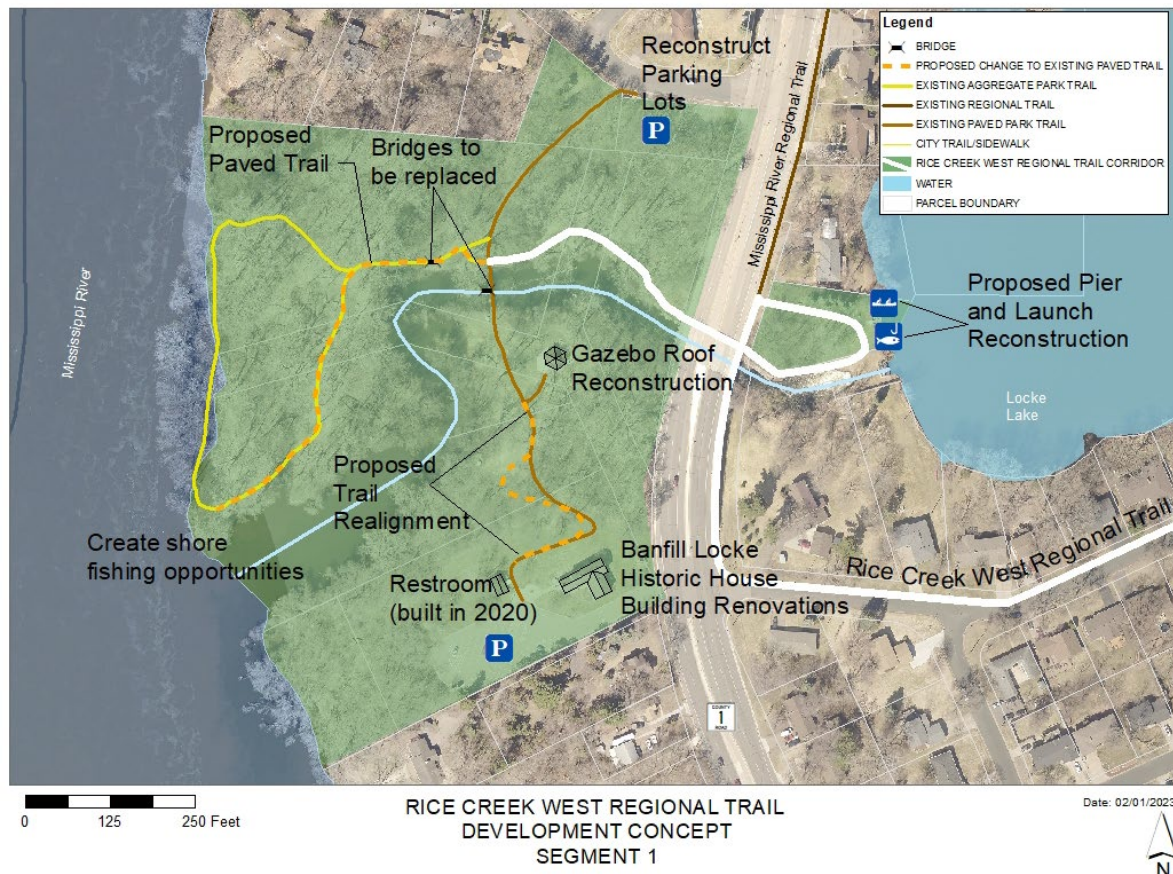
While the park serves has a trailhead location and has parking, a newly rebuilt restroom building and access to drinking water; the remaining facilities and amenities need redevelopment or replacement.

One of the unique features of Manomin Park is the Banfill Locke Historic House, which is a 175-year-old house that is on the National Register of Historic Places. Recognized as one of the oldest structures with Greek Revival style architecture in Anoka County; the house was built in 1847, two years before Minnesota became a territory in 1849.

Banfill Locke House has been a community asset, previously providing space for an art center for more than 30 years. The Art Center moved to a different location, which provided a unique opportunity to renovate the building to ensure its use as a historic community space for the future. Through this amendment, the County is proposing this structure serve as a

staffed Visitor Center and Trailhead Facility for Rice Creek West Regional Trail, which typically has more than 300,000 visitors per year.

The building does need improvements to ensure the structural integrity and energy efficiency of the building envelope, as well as updates to accommodate the new trailhead use. Due to the age of the building, there are foundation issues that will need to be addressed before the siding, roof, windows and doors can be replaced. Interior renovations will be required to accommodate staff and make it a more inviting public building. Most of the building work is anticipated to be completed in the next few years depending on available funding.



Public engagement has shown that there's an appetite for outdoor recreation rental equipment at this location; therefore, Anoka County is proposing to have equipment such as snowshoes and fishing equipment for rental use. The rental program can be expanded as needed based on additional public feedback.

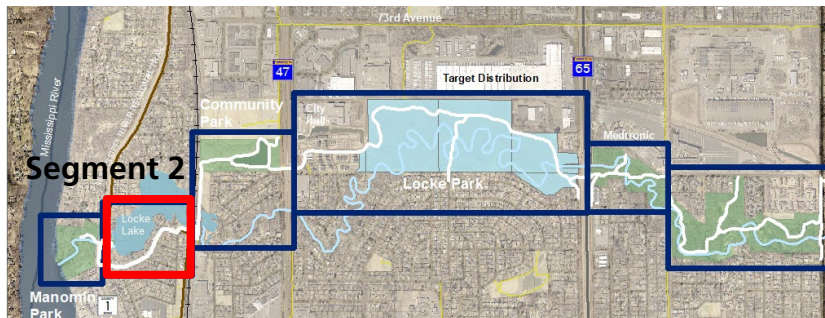
Other proposed improvements to the park include reconstruction of the two parking lots, and trail and bridge improvements and/or reconstruction. A portion of the trails need to be reconfigured and improved for access. The two existing pedestrian bridges providing access to Rice Creek and the Mississippi River are in relatively good condition and under normal weather/water conditions, it is estimated that they would not need to be replaced for approximately 15-20 years. The bridge decking is anticipated to be replaced sooner. In addition, public engagement showed that there's a desire for an accessible trail to the Mississippi River. Currently the trail loop on the north side of the creek is aggregate, so the County is proposing to pave a bituminous trail for access to the river and to create shore fishing opportunities when the bridges are replaced. Since the current bridges are not rated

for heavy construction traffic, this construction would entail creating a temporary land bridge across an oxbow of the creek.

The 50-person capacity metal gazebo is in relatively good condition and will only require a new roof in 5-10 years. With the roof replacement, the County would also improve lighting throughout the park. Other improvements include reconstruction of the fishing deck and canoe/kayak take out structure in the same timeframe as the gazebo roof.

Natural resource management work will include continued buckthorn suppression, reseeding with natives where buckthorn was removed, continued removal of Emerald Ash Borer hazard trees, and continued planting of diverse species of shade trees.

SEGMENT 2



Boundaries for Segment 2

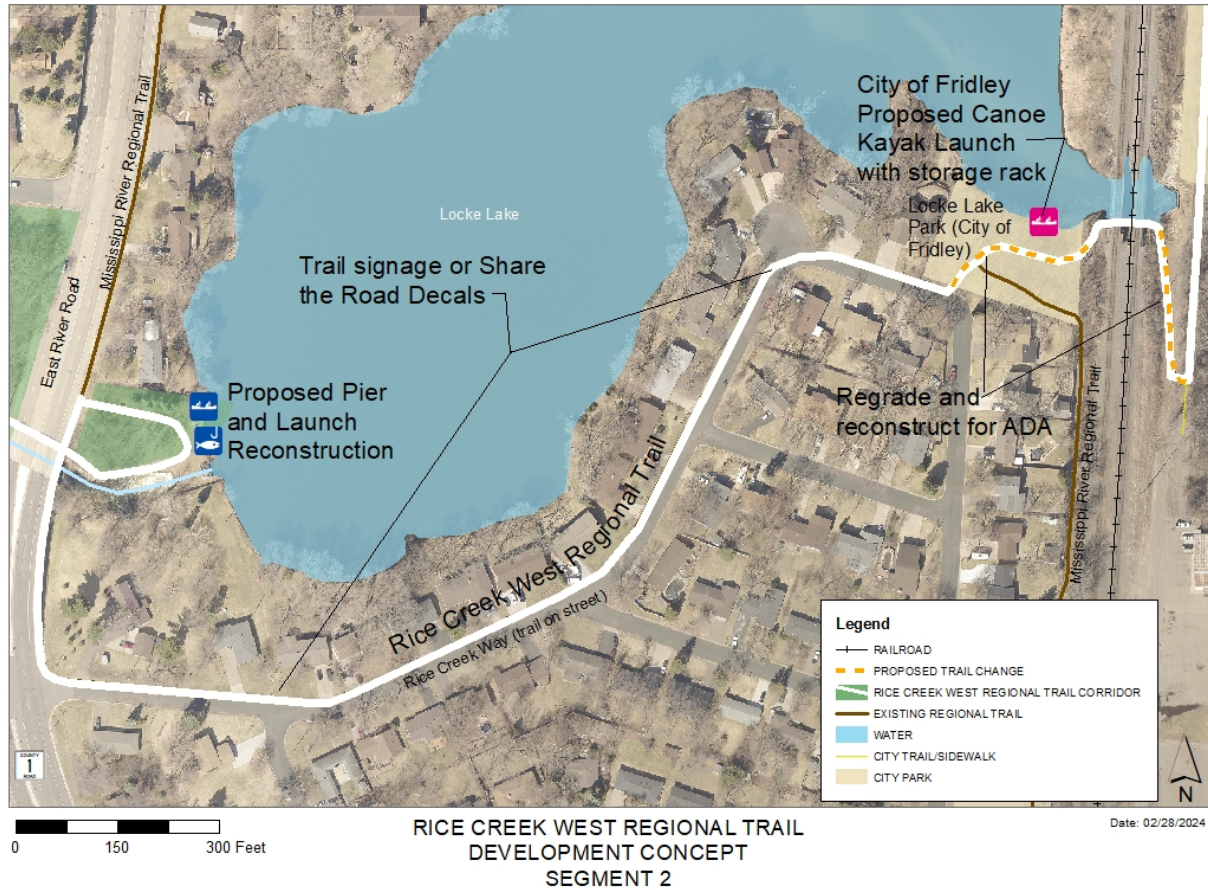
From Manomin Park and utilizing the East River Road pedestrian underpass, the trail travels south on East River Road, back over Rice Creek on an existing 12' sidewalk on the east side, to Rice Creek Way. At the intersection of Rice Creek Way and East River Road, the trail is routed on street following Rice Creek Way to Locke Lake Park, which is owned and operated by the City of Fridley. The trail easements granted from the City of Fridley to Anoka County will ensure the regional trail route is maintained through the city park. From there, the trail travels east under the BNSF railroad and heads south for about 200'. This section of paved trail is 8 feet wide and within the BNSF railroad right of way where space is limited. The County has a limited use agreement with the railroad for the trail and operates and maintains the trail through the railroad right of way. At this point there is a short city connector trail for access to the residents and businesses south of the trail. After a sharp U-turn, the trail travels north over Rice Creek again and through the City of Fridley's Plaza Park.

The land cover through this segment is mostly impervious surface because of the railway, but the Locke Lake Park parcel consists of maintained turf grass with mixed coniferous and deciduous trees. The park provides an access to Locke Lake.

Development Concept for Segment 2

Since most of the trail is on street or sidewalk, the development concept for the trail is relatively simple. The priority would be to work with the City of Fridley to ensure that signage and wayfinding for the trail through this segment is clear and easily understood. Through the City park and Railroad Right of Way, the trail will need to be reconstructed and slope reduced for access as shown in the following map. Temporary easements will be required for trail reconstruction and the trail alignments may be realigned to accommodate

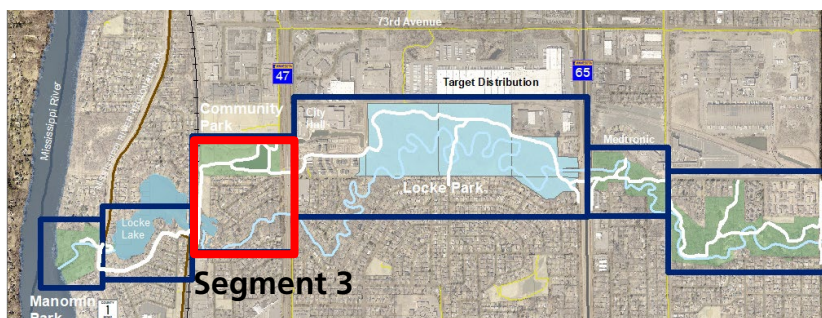
accessibility. New legal descriptions will be determined and updated for the required trail easements.



SEGMENT 3

Boundaries for Segment 3

Segment 3 covers the trail heading north from Rice Creek to and through Plaza Park and Community Park. The north/south segment of the trail is 12 feet wide to allow access for railroad and watershed district maintenance purposes. It travels north along the western fence line for Plaza Park, which is owned by the City of Fridley. Trail easements will ensure the regional trail is maintained through city property. North of Plaza Park the paved trail becomes 8 feet wide and is within the Anoka County owned and operated portion of



Community Park. Within Community Park, the trail travels around a pond and connects to the University Avenue (State Highway 47) and the University Service Road intersection.

The existing trail at University Avenue has an at-grade signalized crossing of a high-speed road. To provide a safe alternative to that crossing, the County is proposing to construct a pedestrian tunnel under University Avenue about 300'-400' south of the intersection with 10' wide paved trails connecting to the existing trail. The proposed work will need to occur within the road right of way, so planning and construction of the tunnel will involve the MN Department of Transportation and the County Transportation Division. It is assumed a trail easement, Right of Entry Agreement, or some other form of contract will be required to install the new trails and tunnel in accordance with MnDOT standards. The cost of a permanent easement from the state is estimated to be about \$0- \$55,000.

From the road intersection, the 10' wide paved trail follows north and east behind curb of the University East Service Road and then east on the south side of Locke Parkway. This section of regional trail is covered by a trail easement granted to the County from the City.

Land cover through this segment is mostly mowed turf immediately adjacent to the trail. Within Community Park, a native prairie has been planted and is currently maintained.

Development Concept for Segment 3

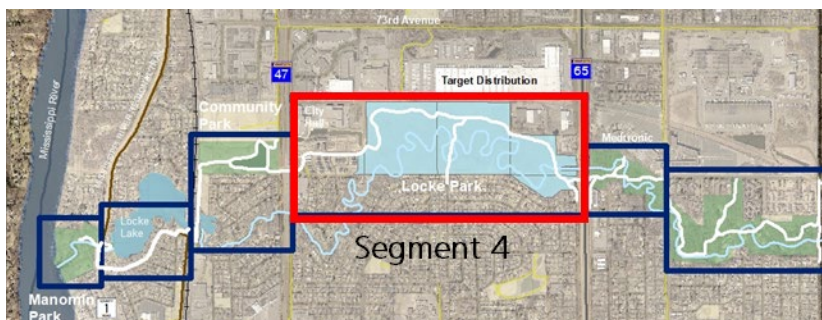
The development concept of Segment 3 consists mostly of trail reconstruction and softening the curves for safety and sight lines as well as increasing the trail to a 10' width in locations where the existing trail is currently 8' wide. In addition, the County is proposing to increase the turning radii of the trail around the pond for safety and access purposes. The east/west approach from the pond to State Highway 47/University Avenue is proposed to be regraded and straightened for safety and to reduce grades for access. Prior to the intersection, the regional trail will veer south about 400 feet to a proposed pedestrian tunnel or bridge for safe crossing of a high-speed road. It is anticipated that the tunnel or bridge will be 10' or 12' wide, although the exact design has yet to be determined. Exiting out of the pedestrian tunnel/bridge, the trail will then head north to connect back up to the existing trail route. The existing segment of trail along 69th Avenue will need to be reconstructed and grades adjusted to allow better access.

From there, the trail follows behind curb along the south side of Locke Parkway to Locke Park. This trail is a 10' wide paved trail that is currently in good condition as it is only about 3 years old. This segment from University to Locke Park has an easement over it in favor of Anoka County for regional trail purposes.



Natural resource management with Segment 3 will continue with prairie restoration best management practices, such as prescribed burning, removal of invasive woody plant species and additional native seeding.

Segment 4



Boundaries for Segment 4

Segment 4 continues along Locke Parkway to Locke Park. Locke Park consists of approximately 95 acres north and south of Rice Creek, which is owned by the City of Fridley. The existing 10' wide paved regional trail traverses through the park. From there the trail travels southeast to an existing pedestrian tunnel that was installed in 1999. The regional trail through Locke Park is covered under an easement granted from City to County for regional trail purposes.

Locke Park provides many amenities for trail users, such as playgrounds, a small and large size shelter, a dog park, a restroom building and additional paved trails and natural surface trails. Amenities in the park were built using State Bond funds and as such must be operated and maintained in accordance with the Met Council grant agreements and State bond funding requirements for 125% of the useful life of the facilities, which is estimated to be 18.75 years.

The active use areas are mostly maintained turf with scattered deciduous trees. There are some native prairie plantings along the roadway and the more natural areas of the park include Oak Forests, Altered Deciduous Forest and temporarily flooded altered deciduous forests, which makes the site suitability for a regional trail excellent.

Development Concept for Segment 4

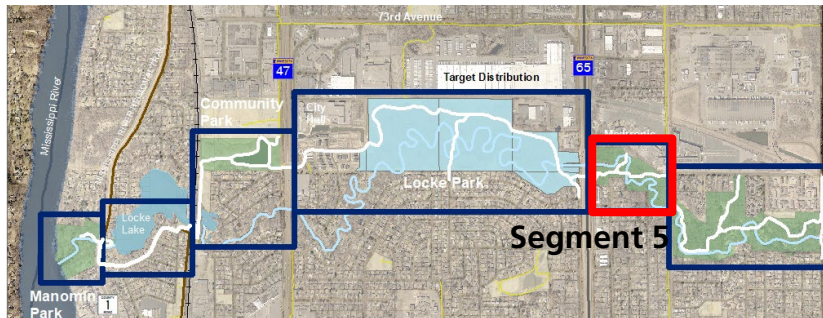
Anoka County is responsible for the regional trail that traverses the park and will have permanent trail easements over the trail to provide access for operations and maintenance. The development concept for Segment 4 provides for the reconstruction of the trail and lessening of slopes to provide greater ADA accessibility. Those trail improvements are scheduled to be completed within 3-5 years, as shown in the Appendix. The City will be responsible for the other trails and amenities within Locke Park. The regional trail pedestrian



bridge will need to be replaced as well, but that is not anticipated to occur for 10-15 years. The Watershed District advises that there are unusual drainage and seepage patterns in the northeast corner of the park and any design for reconstruction should take those factors into

account and avoid routing surface water to the creek bank to ensure its stability. Other improvements through this segment include additional wayfinding and directional signage along the trail.

Segment 5



Boundaries for Segment 5

Segment 5 of the trail goes under Highway 65 through an existing pedestrian tunnel and continues east to County State Aid Highway (CSAH) 35. The trail is a 10' wide paved trail with an 8' wide, 600' long paved connector trail on the east side of State Highway 65 that provides access to the trail for neighborhoods to the south of the trail. The trail crosses over Rice Creek via a pedestrian bridge and currently crosses at grade at the signalized intersection of CSAH 35 and 69th Avenue. The trail then follows on the east side of CSAH 35 south until it traverses east back into the natural area of the creek.

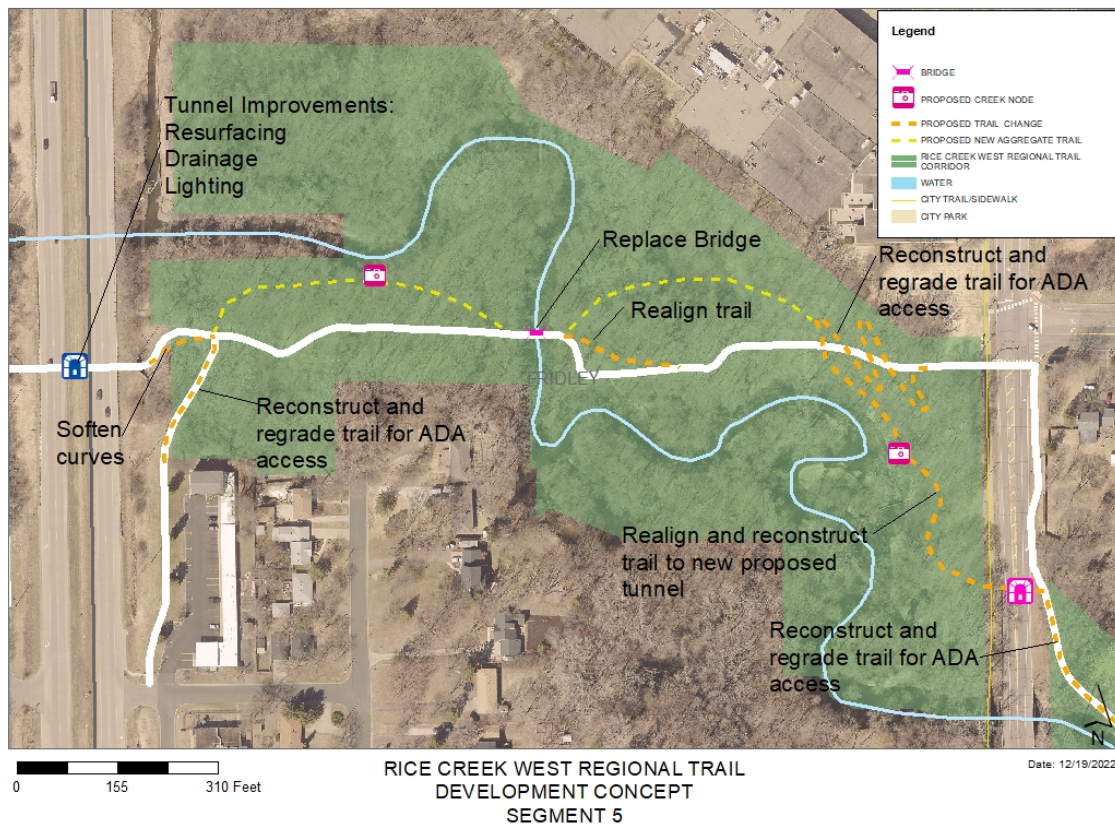
This section of trail crosses through altered temporarily flooded deciduous forest and oak forest making the trail an aesthetically pleasing experience.

There are proposed changes to the trail in this section as discussed in the Development Concept, but those changes occur within the County owned land or right of way. No easements will be required for this segment. The trail corridor in Segment 5 is owned and operated by Anoka County.

Development Concept for Segment 5

The development concept for Segment 5 includes improving the existing pedestrian tunnel through resurfacing, improving drainage, and increasing lighting efficiency. The trail is proposed to be reconstructed to lessen slopes and increase accessibility. Sight lines and safety are an issue on some sharp curves, and in those locations the trail is proposed to be realigned to improve safety and visibility. The trail crosses the Rice Creek with a pedestrian bridge that will eventually need to be replaced and the County is proposing to construct a natural surface trail to offer a different hiking experience in the corridor. Also planned are a few nodes or stopping points for visual and/or physical access to the creek.

A major improvement planned for the trail through this segment is a pedestrian tunnel or bridge underpass to allow safe passage under CSAH 35. The tunnel or bridge underpass is anticipated to serve two purposes. First, it will eliminate the steep slopes involved in getting to and from the existing intersection, which is a grade change of approximately 30 feet. Secondly, it will create a safe crossing under the county highway. Adding the tunnel or bridge underpass will eliminate vehicle conflicts and allow for better trail accessibility. The 30' steep

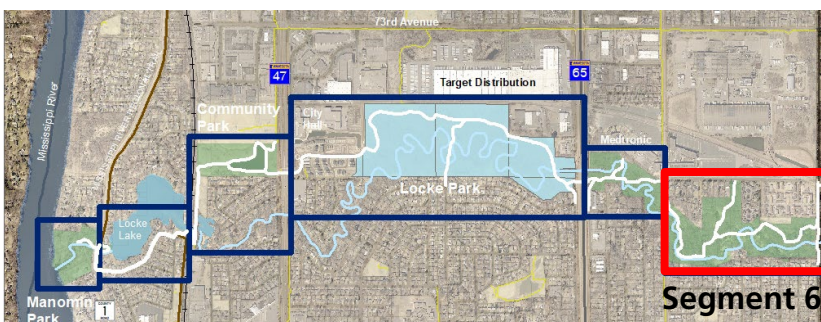


slope is proposed to be addressed through reconstruction of the trail that includes several switchbacks that meet or exceed accessibility requirements.

From the tunnel or bridge underpass, the trail will continue east as discussed in Segment 6.

Natural resource management for Segments 5 and 6 will include continued buckthorn suppression, removal of Emerald Ash Borer hazard trees, removal of other invasive woody plant species with replanting of native species appropriate for the habitat.

Segment 6



Boundaries for Segment 6

From the proposed CSAH 35 tunnel or bridge crossing, the trail traverses east along the north side of the creek. The existing paved trail is 8' wide, but the County is proposing to increase the width to 10' when the trail is reconstructed. There is one connector trail within this segment, that heads north and connects to an existing parking lot off 69th Avenue that is proposed to be removed and reconstructed as part of a new proposed trailhead facility. The existing trail is approximately 900' long by 8' wide and is owned and operated by Anoka County. A second 8' wide paved connector trail is on the eastern end of the trail. Both of these trails are anticipated to be widened to 10' when reconstructed. As the regional trail heads north to connect to Ramsey County's Rice Creek West Regional Trail, a second connector trail heads south, crossing the creek to provide an access to the residential area south of the creek. This trail is approximately 800' long and 8' wide and will be owned and operated by the City of Fridley.

The land cover through this segment is altered. Closest to the creek is the temporarily flooded deciduous forest and as the trail moves away from the creek, the land cover is altered deciduous forest, and deciduous woodland. This type of land cover makes the site very suitable for park and trail purposes. There are no MPCA actively monitored sites within the trail corridor.

There is one .1-acre parcel, #13-30-24-14-0044, that is proposed to be removed from the trail corridor boundary. The parcel is cut off from the trail corridor by City right of way and has become a maintenance nuisance from people dumping their waste on the site. Therefore, through this plan, the County is proposing the parcel be removed from the boundary as it does not serve a regional trail purpose. The County would dispose of the property with any proceeds incurred going back into the regional trail corridor development. The 2024 assessed value of the property is \$8,600. No Council/State dollars have been used on this parcel.

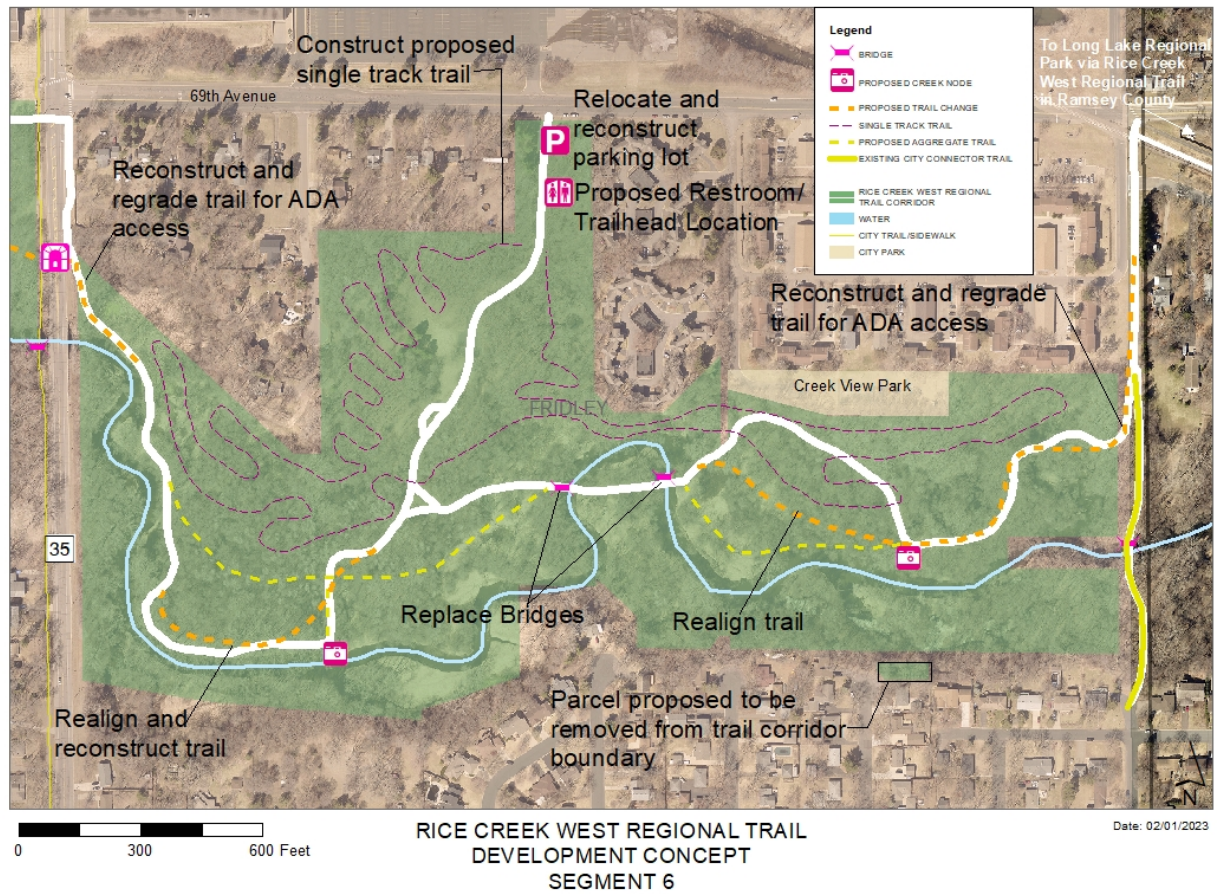
Anoka County will continue to own and operate the trail corridor and land through this segment.

Development Concept for Segment 6

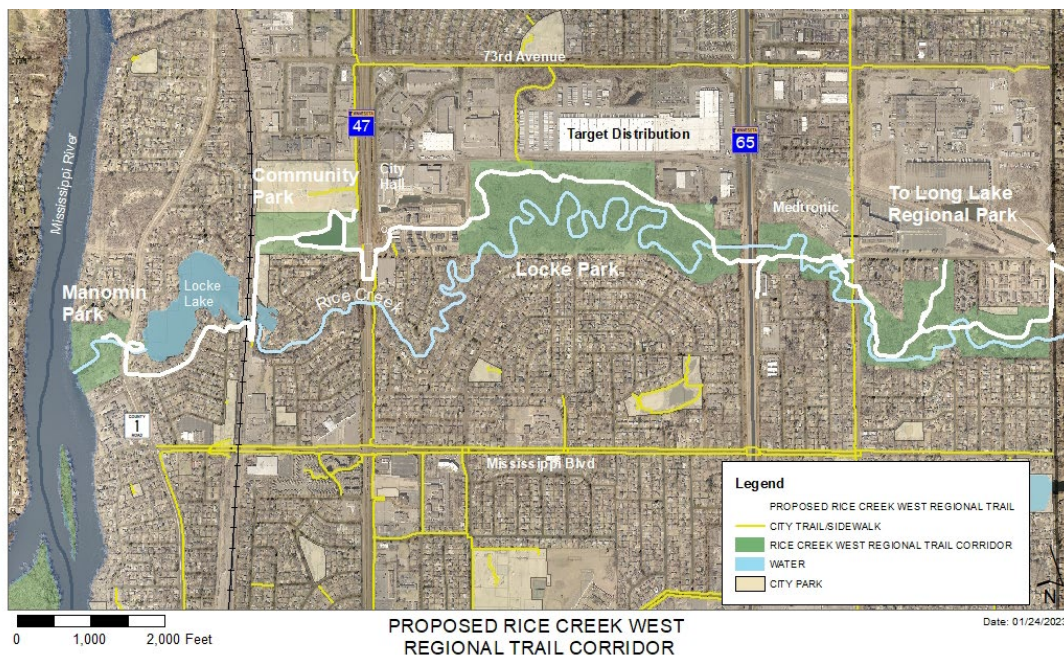
The development concept for Segment 6 includes the reconstruction of the trail to lessen slope grades, widen the trail to 10' and improve accessibility. Sight lines and safety are an issue in some areas of the trail through this segment, so the County is proposing to realign the trail to reduce the sharp curves and provide better visibility. This will also help improve the biking experience through this section.

The County is also proposing to relocate and reconstruct the existing parking lot, with a 20-25 stall capacity, off 69th Avenue along with construction of a new restroom building and trailhead facility with drinking water available. This will support use of the regional trail and will support the County's proposed four-mile-long single-track trail. Public engagement on the long-range plan showed there is demand for a single-track trail in the area. The intent of the trail is to provide a nice easy family-friendly ride, but also offer certain challenges that more experienced riders can choose to experience if they desire. The City of Fridley has some safety concerns with this area and has requested that improvements include gates to restrict access to the parking area after closing, security cameras, lights and emergency telephone connections. The County has incorporated these improvements into these plans.

Also planned are two or three nodes or stopping points for visual and/or physical access to the creek.



The map below illustrates the entire proposed trail alignment once fully reconstructed.



Natural Resources along Trail Corridor

As part of the long-range planning process, the existing natural resources within the trail corridor have been examined and conflicts between the trail and the natural resources in the area have been minimized through the planning process. Anoka County maintains a strong commitment to preserving and restoring natural resources within its park, trails, and open space system. The expansive 11,000-acre park system contains a diverse system of wildlife species and natural areas including upland forests, deciduous woodlands, upland prairies, forested wetlands, shrub wetlands and open wetlands. The existing land cover, consistent with the Minnesota Land Cover Classification System, can be found in the Appendix of this document. There are no sites of significant biological diversity, nor any listed species known to be within the trail corridor. To manage the natural resources and maintain the parks and trail's identity, Anoka County will provide for:

- The protection, restoration, and enhancement of native plant and animal habitats throughout the park.
- Protection and improvement of water and soil resources.
- Increase public awareness regarding the diverse natural resources in the area.
- Implement sustainable practices related to park development, operations, and maintenance.



Prairie in park

General natural resources management strategies include identifying and assessing remnant plant and animal communities, monitoring rare species, controlling invasive species, ecologically restoring native plant and animal habitat, controlling detrimental insects and disease, wildlife management, enhancing water quality, erosion control and cooperative land stewardship.

A sustainable development framework is utilized in all new park and trail development and redevelopment to ensure ecologically sound land stewardship with an emphasis on maintaining the longevity of the facilities for public benefit.

The following natural resource management components are an integral part of Anoka County's planning efforts associated with the redevelopment of Rice Creek West Regional Trail Corridor:

Anoka County's Natural Resources Unit will be directly involved with the design, construction, and monitoring of the proposed park projects. A concerted emphasis will be placed on avoiding and minimizing any adverse impacts to the plant and animal habitat, as well as to the creek and wetlands. In addition, Anoka County will focus on incorporating local native seed and plant material that will complement the ecology and function of the surrounding native plant communities.

Protection of the creek, wetlands and surface water resources will be a top priority for projects outlined in the development concept as Rice Creek is an impaired water.

Anoka County will work very closely with the Rice Creek Watershed District, the City of Fridley, the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency (MPCA), and the Metropolitan Council to ensure that the standards and requirements for resource protection are met as these projects proceed. Stormwater management within the park is typically managed on site through vegetated swales and infiltration basins. The County utilizes MPCA's best management practice recommendations in the design and incorporation of storm water pollutant and runoff flow reduction measures constructed in conjunction with park improvements.



Rice Creek is an important water resource

The MPCA best management practices guidance documents can be found at: [Guidance for construction stormwater | Minnesota Pollution Control Agency \(state.mn.us\)](https://www.mn.gov/state.mn.us/guidance-for-construction-stormwater-minnesota-pollution-control-agency). The County also has been working with the Minnesota Department of Natural Resources on an annual basis through a Delegation Agreement to provide aquatic invasive species (AIS) prevention through inspections of water-related equipment. The County currently has 41 public access points that it monitors through this program. The program provides funds to staff launches on a random basis to ensure boat owners are complying with the state laws and regulations as related to AIS. While there are no access points to the creek through the City of Fridley, the County will be providing education information at certain points along the creek and trail regarding aquatic invasive species best management practices.

The overall vegetation management goal for Anoka County is to identify restoration needs and to define and implement adaptive management strategies that will sustain the biological diversity, production, and function of native plant communities. Vegetation management within the park will focus on preserving native plants, introducing local native plants, eradicating invasive species, maintaining water quality within the watershed, and providing for plant and wildlife corridor connections.

Considering that ecosystems are dynamic and continually changing over time and space, an adaptive management approach and framework fits very well with the County's practice of ecological restoration and stewardship. In the context of ecological restoration, the following adaptive management principles will guide the stewardship plan for Rice Creek West Regional Trail Corridor:

- **Problem Assessment:**

Define the scope of degradation to the site, synthesize the existing knowledge about it, and explore the potential outcomes of alternative restoration actions.

- **Design:**

Design a restoration plan and monitoring program that will provide reliable feedback and information about the effectiveness of restoration methods.

- **Implementation:**

Effective restoration is usually a multi-step process, requiring not only installation, but many years of maintenance and monitoring.

- **Monitoring:**

Biological indicators are monitored to determine how effective the restoration methods are in meeting the project objectives.

- **Evaluation:**

The actual outcomes are compared to the anticipated outcomes. In addition, the reasons for the underlying differences are interpreted.

- **Adjustment:**

Practices, objectives, and models used during the restoration process may lead to assessment of the problem, new questions, and new options to try in a continual cycle of improvement for a given project.

Management and stewardship practices for natural resources maintenance in the park will include periodic mowing, prescriptive fire management, invasive species surveys, hazard tree assessments, seed collection and propagation, invasive species removal, turf management, brush and tree maintenance, erosion control, forest health assessments and maintenance, wildlife surveys and management as needed, and interpretive signage.



Seed Collection

Maintenance and stewardship practices also include regular pruning of trees and vegetation along roadways, trail corridors, park facilities and structures.

Priority projects for natural resources within the trail corridor will focus on the following native community restorations:

1. Mesic Prairie
2. Higher Quality Woodlands
3. Higher Quality Riparian Areas

These projects will be conducted in an on-going basis with an average annual cost of \$15,000.

Wayfinding along Trail Corridor

The wayfinding signage plan for the trail will provide the public with orientation and location information to access amenities and services within along the trail. Wayfinding typically includes the following:

Trailhead Signs

These types of signs are provided at trailhead locations where parking lots and restrooms are provided. These signs give park patrons a view of the overall park or trail, amenities, and local trails that can be accessed from the location. These signs also include the standard hours, rules, and etiquette reminders.



Intersection Sign

Intersection/Directional Signs

These types of signs are located at intersections where a decision is to be made. They provide much of the same information as the Trailhead signs, but in a smaller format and on a single post. These signs also contain a location marker for easy map orientation and directional arrows for quick reference.



Trailhead Sign

The County will partner with the Rice Creek Watershed District and others on interpretive signs along the regional trail and the creek. More information on the sign plan can be found in the Appendix of this plan.

The development costs for this plan are approximately \$27m.

Rice Creek West Development Concept Cost Estimate	TOTAL
Banfill Locke Historic House – as new Trailhead Visitor Center for Rice Creek West Regional Trail	\$1,635,000
Parking/Trails Improvements	\$22,560,000
Construct Restroom Building/Trailhead location	\$2,000,000
Amenities	\$205,000
Natural Resource Restoration/Management	\$435,000
Lighting/Security Improvements	\$200,000
Signage	\$95,000
TOTAL	\$27,130,000

Additional information on the timeframe for development and a breakdown of costs can be found in the Appendix.

Demand Forecast

The demand forecast for the trail can be illustrated by looking at trends, public health data and population growth.

Trends

According to the 2023 Outdoor Foundation's Outdoor Participation Trends Report, in 2022, 55 percent of Americans ages 6 and over participated in outdoor recreation at least once, the highest participation rate on record. More than 168 million people participated in outdoor recreation in 2022, with participants becoming more diverse.

Information from one of National Recreation and Parks Association Park Pulse Surveys in 2021 found that 3 in 4 adults in the U.S. want public walking, hiking and biking trails close to home and 84% of millennials say it's important to have access to trails. Other generations were slightly lower, with 74% being the lowest.¹

Public Health

Parks and trails are an integral part of public health. The Covid 19 Pandemic showed the impact and necessity of trails for public health purposes with the significant increase in use. Putting the pandemic aside and looking at other trends in Anoka County, the overall obesity rates increased 6% from 2013 to 2018 and were 7% higher than the State average. The study also found that only 22% of adults meet the recommended physical activity levels for moderate exercise and only 14% meet the vigorous exercise recommendations.² Part of having a healthy community is through access to open space and recreation and this is done through parks and trails. These spaces provide physical and mental benefits to a healthy community. Based on a national report, 92% of U.S. adults experience a positive mental health boost after spending time at their local parks.³

Population

In the metropolitan area, the population is expected to gain 657,000 people by 2050, which will bring the region's population to about 3.8 million people by 2050⁴. Black, Latino and Asian (BIPOC) populations are expected to almost double during the same time period⁵. The population in Anoka County in 2022 was 368,280⁶ and is the fourth most populated county in the State of Minnesota. With a forecasted population of more than 398,489 by 2040⁷, the population is expected to grow by more than 8 percent. As the population grows, so will the demand for trails for recreation and transportation purposes.

¹ [The Value of Local Trails \(nrpa.org\)](https://www.nrpa.org/publications-research/park-pulse/the-value-of-local-trails/) or <https://www.nrpa.org/publications-research/park-pulse/the-value-of-local-trails/>

² [Anoka-County-Community-Health-Improvement-Plan-2020-2022 \(anokacountymn.gov\)](https://www.anokacountymn.gov/DocumentCenter/View/26406/Anoka-County-Community-Health-Improvement-Plan-2020-2022) or <https://www.anokacountymn.gov/DocumentCenter/View/26406/Anoka-County-Community-Health-Improvement-Plan-2020-2022>

³ [At Peace in Local Parks | Park Pulse | Publications & Research | NRPA](#)

⁴ Metropolitan Council – The Regional Forecast, Population and Employment in the Twin Cities in 2050 (2023 Update).

⁵ Metropolitan Council – Metro Stats, Twin Cities Regional Forecasted to Reach Four Million Residents by 2025 (2021 update).

⁶ Minnesota State Demographic Center – Latest annual estimates of MN and its 87 counties population and households, 2022.

⁷ Metropolitan Council – The Regional Forecast, Population and Employment in the Twin Cities in 2050 (2023 Update).

Conflicts

Since the regional trail is already existing and has existed for many years, any conflicts with different adjacent land uses have been addressed. The existing land use surrounding the trail is mostly residential with some industry and civic uses.

The most concerning conflict brought up during the engagement process was related to the trail crossing high-speed roads. As a direct result of these comments, two pedestrian tunnels are proposed in the development concept of this plan.

Other conflicts mentioned were safety related as well. A few people voiced their concern about feeling unsafe on the trail, having to deal with unleashed dogs, homelessness, vandalism, crime, loitering and trash. In discussions with the public, some new ideas to address these issues were shared. Increasing security patrols along the trail and adding lighting along the trail were two items mentioned. To address this, additional lighting is proposed in the plan for higher use area and the County, as part of its natural resource management of the trail corridor, will be working continuously to remove the invasive buckthorn understory and plant natives for better sight lines and provide users a better sense of safety by being able to see their surroundings easier. Additionally, the County proposes to patrol the trail regularly and work with the local agency on any issues that arise. Trash containers are placed strategically at locations that are easily accessible and where most of the garbage is generated, e.g., trailhead locations, parking lots, picnic areas, restrooms. One of the proposed solutions for the trail to provide a better sense of safety, was to create a video of a Rice Creek West Regional Trail “ride along” that can be posted to the trail’s webpage and social media. This would allow people to see what the trail is like before they use it.

Public Services

There is no non-recreation related public services and facilities needed to accommodate the regional trail. The public services required are specifically recreation related, which is to establish a new trailhead facility for the regional trail off 69th Avenue in Fridley. The County has consulted with the City of Fridley’s Engineering and Planning Departments on proposed connections for water and sanitary services and will continue to work with the City on these facilities.

Operations

Ordinance

Anoka County Ordinance dated January 30, 2018, regulates the parks and trails under the jurisdiction of Anoka County. The County will continue to encourage safe and enjoyable user experiences through education, monitoring and collaboration between the County and City of Fridley. Safety and security along the trail will include increased patrols and lighting in strategic places.

Operating Costs

Estimated annual operating costs for the trail are approximately \$40,000. Due to the reduced state funding for operations and maintenance, Anoka County supports the regional parks system with visitor fees, such as daily and annual park pass sales, pavilion rental fees and programming fees, as well as the parks operating budget. While the regional trail use is free of charge, and none of the adjacent parks require entrance fees, some of the other regional parks in the Anoka County system do require vehicle entrance fees.

Energy

Anoka County currently employs a remote building automation system that saves the department \$5,000-10,000 annually compared to traditional energy systems, by realizing energy reductions in heating, cooling, lighting, and domestic water during unoccupied and off-peak periods. The program enables staff to monitor, adjust, and troubleshoot building mechanical systems at all the widespread park facilities from a single location, aiding in prompt management and repair. The County has also undertaken a project to convert lighting in key facilities to LED technology to reduce energy demands. The Maintenance and Parks Services Units utility vehicle fleets include a growing number of electric powered vehicles. Turf irrigation systems employ “rain sensor” technology to avoid using valuable water during periods of precipitation and the County has encouraged employees to go “digital” to reduce the amount of paper in the workplace, by utilizing smaller more portable laptop computers and tablets.

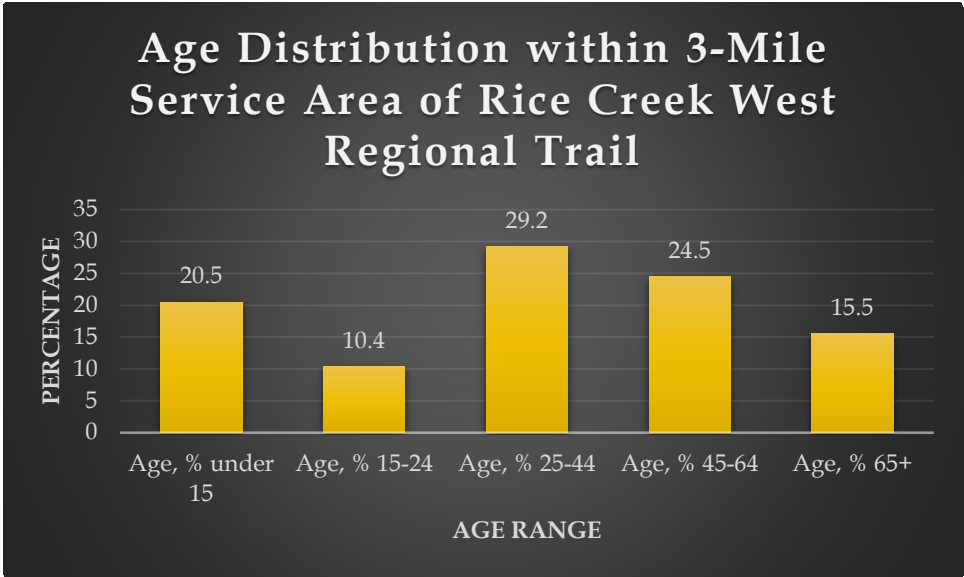
Recycling

The County, through the Recycle & Resource Solutions Department employs a refuse and recycling program that requires recycling of paper, plastics, etc. Trash containers and recycling receptacles are placed along the trail in strategic locations for ease of use for the trail users and maintenance staff. Refuse that cannot be reused or recycled is collected and disposed of consistent with applicable laws and regulations.

Public/Partner Engagement & Participation Equity Analysis

1. Scope of Engagement Area:

Overall, Minnesota Compass reports that Anoka County’s population is more than 350,000 with most of the population being between 25 and 64 years of age. People of color make up only 20% of Anoka County’s population and people with disabilities make up only 12% of the population. That demographic information provides an initial equity analysis of who may be underserved and who should be sought out for feedback: those under the age of 25 and over the age of 65, people of color, and people with disabilities.



Boundaries considered for public engagement for this master plan include adjacent City of Fridley neighborhoods along the trail corridor up to one mile away, including part of Ramsey County. In looking at the demographic information in this area and using the Regional Park Equity Tool, Anoka County was able to identify population groups to engage for feedback on the Master Plan. Within a 1-mile radius around the trail corridor, those under 25 comprise up to 37% of the population, which is a substantial number of future stakeholders who should be engaged in the planning process. Those over age 65 are up to 24% of the population and 8% of the population in the area are people with disabilities. The City of Fridley is more racially diverse than elsewhere in the county with Black, Indigenous, People of Color (BIPOC) making up anywhere from 14% to 53% of the surrounding population. These identified stakeholders should be engaged to provide the County a better understanding of their needs and wants for parks and recreation.

In addition, the County reached out to the City of Fridley through their Parks Commission, Fridley Police Citizens Advisory Committee, Fridley Environmental Quality & Energy Commission and City Council, as well as Outdoor Latino, Outdoor Afro, the Disability and Aging Network, Rice Creek Watershed District, County Highway Department and MN Department of Transportation.

2. Context:

To ensure the legacy and stewardship of parks, trails, and open space, it is important to provide memorable experiences for the younger population that they can carry forward throughout their lives. Other stakeholders and underserved populations may not feel welcome in the parks, or they may not know what to do in the parks. Reaching out to and engaging with the underserved populations and seeking a dialogue with them regarding parks, trails and recreation can provide an introduction the Regional Park System and promote the activities and opportunities that the system offers. This also allows for changes and improvements to those parks, trails and recreation activities that would make them more welcoming and inviting to underserved populations. This makes it important for Rice Creek West Regional Trail to be welcoming and inclusive to provide access for all to enjoy its recreational opportunities and natural resources.

3. Public Engagement and Participation:

a. Participants:

The County worked with the Outdoor Latino, Outdoor Afro groups as well as the Disability and Aging Network, along with several City Commissions and Committee's, including the Parks Commission, the Fridley Police Citizen Advisory Committee, the Environmental Quality and Energy Commission and the Fridley Community Network to engage the public. The County also reached out to the Target Distribution Center and Medtronic as they are large job centers near the trail. In all, we reached more than 15,000 people through the in-person meetings, online surveys, and social media for the engagement efforts for this plan.

b. Engagement:

Using the International Association for Public Participation's Public Participation Spectrum, the County's approach for public engagement was to inform and consult with the public. According to the spectrum, this allows the County to listen to and acknowledge concerns and aspirations about certain projects and keep the public informed as to how their feedback influenced the plan.

The County engaged with the public several times during the long-range planning process and used a variety of methods, including in-person meetings, events, surveys, and social media, depending on the group's preference. The County asked for initial feedback on the trail, reported back to the community what was said and then sought additional input and feedback on the development concept. Lastly, the long-range plan report was sent out for public input for a 30-day comment period. While the surveys and social media posts were great for engaging the public, the in-person meetings and events were best for the targeted population groups.

c. Public Participation:

For engagement process, the County received a lot of feedback from the public. Most notable was trail safety. Every group brought up some aspect of safety along the trail corridor. All groups, but specifically the Disability and Aging Network, brought up the steep grades and vehicle conflicts at major road crossings, which make the trail less accessible to people with mobility restrictions or other disabilities. The high-speed road crossings of are great concern to the city and residents in the area. These issues are specifically addressed in the development concept of the plan through the proposed regrading and reconstruction of the trail in certain sections and the proposed pedestrian tunnels. Bikers had concerns about sharp curves, sight lines, visibility in certain areas, while walkers had more safety concerns regarding trash, graffiti, homelessness, loitering. The Fridley Parks Commission would like to see the creek maintained better to allow for water recreation and this issue is specifically discussed in the plan as it relates to the Rice Creek Water Trail. The County did not get great feedback from Outdoor Latino or Outdoor Afro but was informed that providing park and trail information in Spanish would help make the Latino population more welcome and comfortable using the trail.

4. Evaluation Summary:

a. Transparency:

Overall, the public participation and engagement conducted for this long-range plan provided valuable information that influenced the plan. Most improvements proposed are a direct result of that engagement and include proposed pedestrian tunnels under high-speed roads, trail segment reconstruction for access, and a single-track trail.

Since the City of Fridley has invoked the termination clause of the Joint Powers Agreement with the County, as of November 15, 2023, the City will be taking over the operations and maintenance of Locke Park and will be providing those services. Therefore, the long-range plan does not address any public input and/or improvements related to Locke Park.

The Rice Creek Watershed did provide comment on the plan and reviewed their various rules the improvements would fall under. The County will continue to work with the district as the projects move forward. One comment of note is the sediment accumulation in Locke Lake, which is outside the County's jurisdiction, but within the City of Fridley's. There have been on-going discussions with the city regarding the eastern lobe of Locke Lake that has been maintained as a sedimentation basin by the watershed district in the past, but future maintenance is unclear. In addition, the district has completed some streambank restoration projects upstream that will perhaps slow the sedimentation but called out that the sedimentation could influence the City's plans for a canoe/kayak launch at the Locke Lake Park.

b. Accountability:

The public engagement and planning efforts have created a long-range plan that will provide a better regional trail that will be smoother, safer, and more aesthetically pleasing. The trail should draw more people locally and from the region and provide them with a unique trail experience. The long-range plan, once approved, will be shared with the public and the specifically identified groups the County has worked with. The planning process should create better outcomes since most of the proposed improvements are a direct result of public engagement. The engagement process allowed the public to learn how the County plans its parks and that everyone's input matters. The County will continue to work with the public and groups as resources become available and implementation of the improvements occur. The intent is that by seeing the improvements as they are implemented, the public can feel a sense of ownership of those improvements and realize that the County listens and responds to public input.

Public Awareness

Public awareness is an important component of the regional parks and trails system. The County will continue to work with the Metropolitan Council's regional parks and trails system program to create awareness of the regional system through public information maps, websites, social media, publications, and brochures. Community engagement activities will continue throughout the year to receive feedback on long-range plans and provide information on park amenities and recreational opportunities throughout the Anoka County Parks and trails system. The Anoka County Parks website will also host transit route information for easy access into the regional parks and trails.

Accessibility

Anoka County continually strives to provide equal access to all residents of Anoka County and the region. The regional trails, such as Rice Creek West Regional Trail, are free to use.

There are several transit stops near the trail located mostly at major road intersections. Access to the trail can be gained through transit stops at East River Road and Harmon Circle on Route 852; at Highway 47 and 69th Avenue on Routes 10, 824, and 854; at Highway 65 and 68th Avenue; and along CSAH 35 and 69th Avenue.

While transit access to the trail is available, the Anoka County Traveler Transit Link and Metro Mobility dial-a-ride services also provide transportation for a minimal fee. Transit Link will pick up and drop off passengers anywhere there is an address or cross street, or anywhere along the regional trail if the vehicle does not have to back up. Currently all the vehicles are equipped with bike racks so passengers wishing to bike on the trail could use Transit Link to preschedule a trip to/from anywhere along the trail that a large vehicle can access.



Transit Link Vehicle

The County is currently undertaking an update to the Parks ADA Transition Plan, with the intent to ensure that any new development along the trail will eliminate existing barriers, to the extent feasible, and ensure that the trail and any facilities and amenities will conform to or surpass the standards mandated by the Americans with Disabilities Act. In this plan, several sections of the trail are called out to be redeveloped, and the pedestrian bridges along the trail are all proposed to be replaced in order to update those to current ADA requirements. In addition, any other issues found will be addressed when reconstructed. The ADA Transition Plan is expected to be completed in 2024.

Rice Creek West Development Concept Timeline and Cost Estimate	1-2 years	3-5 years	5-10 years	10-20 years	TOTAL
Trail Segment 1 (Manomin)					
Banfill Locke Historic House – as new Trailhead Visitor Center for Rice Creek West Regional Trail					\$1,635,000
Exterior renovation:					
Foundation	\$500,000				
Roof	\$100,000				
Windows/Doors	\$350,000				
Siding	\$175,000				
Interior Renovations	\$500,000				
Equipment rental	\$10,000				
Parking/Trails:					\$2,750,000
Reconfigure and reconstruct trail from Banfill to bridge for ADA		\$300,000			
Pave ADA access to "island"				\$400,000	
Reconstruct north parking lot		\$300,000			
Reconstruct Banfill lot				\$300,000	
Two Bridge Replacements				\$950,000	
Reconstruct trails				\$500,000	
Amenities:					\$205,000
Gazebo Roof Replacement			\$50,000		
Lighting Improvements			\$50,000		
Shorefishing opp's. - boulder steps			\$15,000		
Reconstruct the fishing deck on Locke Lake			\$50,000		
Reconstruction the Kayak/Canoe take out			\$40,000		
Natural Resource Restoration/Management	\$10,000	\$20,000	\$20,000	\$50,000	\$100,000
Signage:					\$20,000
Wayfinding	\$5,000				
Interpretive - historical/cultural, natural resource	\$10,000				
Trailhead signage	\$5,000				
SUBTOTALS	\$1,665,000	\$620,000	\$225,000	\$2,200,000	\$4,710,000

Rice Creek West Development Concept Timeline and Cost Estimate	1-2 years	3-5 years	5-10 years	10-20 years	TOTAL
Trail Segment 2 (ERR, Rice Creek Way, Locke Lake Park)					
Trail Easement - City of Fridley	\$0				\$0.00
Trail Improvements:					\$900,000
Reconstruct Trail/Improve trail grades & safety				\$600,000	
Reconfigure RCW/MRT intersection				\$300,000	
Signage					\$20,000
Directional signage improvements along East River Road and Rice Creek Way or street striping - share the road	\$5,000				
Safety signs for sharp curves/steep grades	\$5,000				
Intersection sign/directional wayfinding	\$5,000				
Lake/creek interpretative info		\$5,000			
SUBTOTALS	\$15,000	\$5,000	\$0	\$900,000	\$920,000
Trail Segment 3 (Plaza Park, Community Park to across 47):					
Trail Easement - City of Fridley/Limited Use Agreement - BNSF & MNDOT	\$55,000				\$55,000.00
Trail Improvements					\$4,000,000
Construct safe pedestrian crossing at SH47.			\$1,500,000		
Build new trail to/from proposed tunnel.			\$950,000		
Reconstruct trail					
Soften curves, re-align sections				\$200,000	
Increase turning radii of trail around pond				\$200,000	
Reconfigure/regrade approach to service rd/69th (both sides of 47)			\$200,000		
Reconstruct, regrade trail intersection at 69th and 47			\$175,000		
Reconstruct remaining trail				\$750,000	
Vegetation management around pond for visual access		\$25,000			
Natural Resource Restoration/Management		\$10,000	\$20,000	\$25,000	\$55,000
Signage:					\$15,000
Update park signage					
Wayfinding	\$5,000				
Interpretive - historical/cultural, natural resource	\$10,000				
SUBTOTALS	\$70,000	\$35,000	\$2,845,000	\$1,175,000	\$4,125,000

Rice Creek West Development Concept Timeline and Cost Estimate	1-2 years	3-5 years	5-10 years	10-20 years	TOTAL
Trail Segment 4 (47 to 65 includes Locke Park):					
Trail Easements - City of Fridley					\$0
Trail Improvements					\$4,505,000
Reconstruct trail / Accessibility Improvements	\$500,000	\$2,500,000	\$500,000		
Bike fix-it station/Bike Rack	\$5,000				
Replace one trail pedestrian bridge				\$1,000,000	
Signage					\$10,000
Interpretive signage		\$5,000			
Directional/intersectional signage	\$5,000				
Lighting Improvements			\$100,000	\$50,000	\$150,000
SUBTOTALS	\$510,000	\$2,505,000	\$600,000	\$1,050,000	\$4,665,000
Trail Segment 5 (65 to Old Central)					
Existing Tunnel Improvements					\$525,000
Resurfacing				\$150,000	
Drainage Improvements			\$300,000		
Lighting improvements				\$75,000	
Trail Improvements					\$2,825,000
Reconstruct and regrade trail for ADA access				\$1,250,000	
Soften curves/improve sight lines				\$300,000	
Visual/Physical access sites to creek				\$75,000	
Replace bridge				\$950,000	
Natural surface trail addition (900+ LF)				\$250,000	
Construct safe crossing at Old Central			\$1,500,000		\$1,500,000
Natural Resource Restoration/Management	\$10,000	\$10,000	\$20,000	\$100,000	\$140,000
Signage					\$15,000
Intersection/directional signage	\$10,000				
Interpretive signage		\$5,000			
SUBTOTALS	\$20,000	\$15,000	\$1,820,000	\$3,150,000	\$5,005,000

Rice Creek West Development Concept Timeline and Cost Estimate	1-2 years	3-5 years	5-10 years	10-20 years	TOTAL
Trail Segment 6 (Old Central to county line):					
Trail Improvements					\$4,075,000
Safety improvements along Old Central and trail connection				\$75,000	
Make old road a trail connection.				\$100,000	
Remove benches/concrete walls				\$50,000	
Replace three pedestrian bridges				\$2,500,000	
Reconstruct & realign trail to remove unsafe curves and grades. Regrade to allow accessibility.				\$950,000	
Natural Surface Trail addition (1700+ LF)				\$300,000	
Visual/Physical access sites to creek				\$100,000	
Construct Restroom Building/Trailhead location				\$2,000,000	\$2,000,000
Remove old parking lot/road. Reconstruct 50 stall parking lot closer to 69th Ave.				\$750,000	\$750,000
Construct 4 mile single track trail				\$675,000	\$675,000
Natural Resource Restoration/Management	\$10,000	\$10,000	\$20,000	\$100,000	\$140,000
Signage					\$15,000
Intersection/directional signage	\$10,000				
Interpretive signage		\$5,000			
Safety/Security Improvements at proposed trailhead location.				\$50,000	\$50,000
SUBTOTALS	\$20,000	\$15,000	\$20,000	\$7,650,000	\$7,705,000
TOTALS	\$2,300,000	\$3,195,000	\$5,510,000	\$16,125,000	\$27,130,000

C_NUM	C_TEXT	C_ALPHA
10000	Artificial surfaces and associated areas	1.
13000	Artificial surfaces with herbaceous dominant vegetation (25% to 96% vegetation cover)	1.hh.
13200	Artificial surfaces with perennial grasses	1.hh.CG.
13210	4% to 10% impervious cover with perennial grasses	1.hh.CG.i10.
13214	Dry prairie with 4-10% impervious cover	1.hh.CG.i10.cDP.
13212	Non-native dominated long grasses with 4-10% impervious cover	1.hh.CG.i10.cGL.
13211	Short grasses with 4-10% impervious cover	1.hh.CG.i10.cGS.
13213	Mesic prairie with 4-10% impervious cover	1.hh.CG.i10.cMP.
13220	11% to 25% impervious cover with perennial grasses	1.hh.CG.i25.
13224	Dry prairie with 11-25% impervious cover	1.hh.CG.i25.cDP.
13222	Non-native dominated long grasses with 11-25% impervious cover	1.hh.CG.i25.cGL.
13221	Short grasses with 11-25% impervious cover	1.hh.CG.i25.cGS.
13223	Mesic prairie with 11-25% impervious cover	1.hh.CG.i25.cMP.
13230	26% to 50% impervious cover with perennial grasses	1.hh.CG.i50.
13234	Dry prairie with 26-50% impervious cover	1.hh.CG.i50.cDP.
13232	Non-native dominated long grasses with 26-50% impervious cover	1.hh.CG.i50.cGL.
13231	Short grasses with 26-50% impervious cover	1.hh.CG.i50.cGS.
13233	Mesic prairie with 26-50% impervious cover	1.hh.CG.i50.cMP.
13240	51% to 75% impervious cover with perennial grasses	1.hh.CG.i75.
13244	Dry prairie with 51-75% impervious cover	1.hh.CG.i75.cDP.
13242	Non-native dominated long grasses with 51-75% impervious cover	1.hh.CG.i75.cGL.
13241	Short grasses with 51-75% impervious cover	1.hh.CG.i75.cGS.
13243	Mesic prairie with 51-75% impervious cover	1.hh.CG.i75.cMP.
13300	Artificial surfaces with cultivated herbaceous vegetation (Gardens)	1.hh.CN.
13310	4% to 10% impervious cover with cultivated herbaceous vegetation	1.hh.CN.i10.
13312	Forbs (flowers) with 4-10% impervious cover	1.hh.CN.i10.cFB.
13311	Vegetables with 4-10% impervious cover	1.hh.CN.i10.cVG.
13320	11% to 25% impervious cover with cultivated herbaceous vegetation	1.hh.CN.i25.
13322	Forbs (flowers) with 11-25% impervious cover	1.hh.CN.i25.cFB.
13321	Vegetables with 11-25% impervious cover	1.hh.CN.i25.cVG.
13330	26% to 50% impervious cover with cultivated herbaceous vegetation	1.hh.CN.i50.
13332	Forbs (flowers) with 26-50% impervious cover	1.hh.CN.i50.cFB.
13331	Vegetables with 26-50% impervious cover	1.hh.CN.i50.cVG.
13340	51% to 75% impervious cover with cultivated herbaceous vegetation	1.hh.CN.i75.
13342	Forbs (flowers) with 51-75% impervious cover	1.hh.CN.i75.cFB.
13341	Vegetables with 51-75% impervious cover	1.hh.CN.i75.cVG.
13100	Artificial surfaces with perennial grasses with sparse trees	1.hh.CT.
13110	4% to 10% impervious cover with perennial grasses and sparse trees	1.hh.CT.i10.
13113	Aspen openings with 4-10% impervious cover	1.hh.CT.i10.cAO.
13115	Long grasses and mixed trees with 4-10% impervious cover	1.hh.CT.i10.cGL.
13114	Short grasses and mixed trees with 4-10% impervious cover	1.hh.CT.i10.cGS.
13111	Jack pine barrens with 4-10% impervious cover	1.hh.CT.i10.cJB.
13112	Oak savanna with 4-10% impervious cover	1.hh.CT.i10.cOS.
13120	11% to 25% impervious cover with perennial grasses and sparse trees	1.hh.CT.i25.
13123	Aspen openings with 11-25% impervious cover	1.hh.CT.i25.cAO.
13125	Long grasses and mixed trees with 11-25% impervious cover	1.hh.CT.i25.cGL.
13124	Short grasses and mixed trees with 11-25% impervious cover	1.hh.CT.i25.cGS.
13121	Jack pine barrens with 11-25% impervious cover	1.hh.CT.i25.cJB.
13122	Oak savanna with 11-25% impervious cover	1.hh.CT.i25.cOS.
13130	26% to 50% impervious cover with perennial grasses and sparse trees	1.hh.CT.i50.
13133	Aspen openings with 26-50% impervious cover	1.hh.CT.i50.cAO.
13135	Long grasses and mixed trees with 26-50% impervious cover	1.hh.CT.i50.cGL.
13134	Short grasses and mixed trees with 26-50% impervious cover	1.hh.CT.i50.cGS.
13131	Jack pine barrens with 26-50% impervious cover	1.hh.CT.i50.cJB.
13132	Oak savanna with 26-50% impervious cover	1.hh.CT.i50.cOS.
13140	51% to 75% impervious cover with perennial grasses and sparse trees	1.hh.CT.i75.
13143	Aspen openings with 51-75% impervious cover	1.hh.CT.i75.cAO.
13145	Long grasses and mixed trees with 51-75% impervious cover	1.hh.CT.i75.cGL.
13144	Short grasses and mixed trees with 51-75% impervious cover	1.hh.CT.i75.cGS.

13141	Jack pine barrens with 51-75% impervious cover	1.hh.CT.i75.cJB.
13142	Oak savanna with 51-75% impervious cover	1.hh.CT.i75.cOS.
14000	Artificial surfaces with less than 25% vegetation cover	1.mv.
14100	Buildings and/or pavement	1.mv.BP.
14110	76% to 90% impervious cover	1.mv.BP.i90.
14111	Buildings with 76-90% impervious cover	1.mv.BP.i90.cBD.
14113	Buildings and pavement with 76-90% impervious cover	1.mv.BP.i90.cBP.
14112	Pavement with 76-90% impervious cover	1.mv.BP.i90.cPV.
14120	91% to 100% impervious cover	1.mv.BP.i99.
14121	Buildings with 91-100% impervious cover	1.mv.BP.i99.cBD.
14123	Buildings and pavement with 91-100% impervious cover	1.mv.BP.i99.cBP.
14122	Pavement with 91-100% impervious cover	1.mv.BP.i99.cPV.
14200	Exposed earth	1.mv.EE.
14210	0% to 10% impervious cover-exposed earth	1.mv.EE.e10.
14213	Landfill with 0-10% impervious cover	1.mv.EE.e10.cLF.
14211	Mines with 0-10% impervious cover	1.mv.EE.e10.cMN.
14214	Other exposed/transitional land with 0-10% impervious cover	1.mv.EE.e10.cOE.
14212	Sand and gravel pits with 0-10% impervious cover	1.mv.EE.e10.cSG.
14220	11% to 25% impervious cover-exposed earth	1.mv.EE.e25.
14223	Landfill with 11-25% impervious cover	1.mv.EE.e25.cLF.
14221	Mines with 11-25% impervious cover	1.mv.EE.e25.cMN.
14224	Other exposed/transitional land with 11-25% impervious cover	1.mv.EE.e25.cOE.
14222	Sand and gravel pits with 11-25% impervious cover	1.mv.EE.e25.cSG.
14230	26% to 50% impervious cover-exposed earth	1.mv.EE.e50.
14233	Landfill with 26-50% impervious cover	1.mv.EE.e50.cLF.
14231	Mines with 26-50% impervious cover	1.mv.EE.e50.cMN.
14234	Other exposed/transitional land with 26-50% impervious cover.	1.mv.EE.e50.cOE.
14232	Sand and gravel pits with 26-50% impervious cover	1.mv.EE.e50.cSG.
12000	Artificial surfaces with coniferous and/or deciduous shrub dominant vegetation (25% to 96%)	1.ss.
12200	Artificial surfaces with coniferous and/or deciduous shrubs with sparse trees	1.ss.CE.
12210	4% to 10% impervious cover with coniferous and/or deciduous shrubs and sparse trees	1.ss.CE.i10.
12212	Other coniferous and/or deciduous shrubs and trees with 4-10% impervious cover	1.ss.CE.i10.cOR.
12211	Oak woodland brushland with 4-10% impervious cover	1.ss.CE.i10.cOW.
12220	11% to 25% impervious cover with coniferous and/or deciduous shrubs and sparse trees	1.ss.CE.i25.
12222	Other coniferous and/or deciduous shrubs and trees with 11-25% impervious cover	1.ss.CE.i25.cOR.
12221	Oak woodland brushland with 11-25% impervious cover	1.ss.CE.i25.cOW.
12230	26% to 50% impervious cover with coniferous and/or deciduous shrubs and sparse trees	1.ss.CE.i50.
12232	Other coniferous and/or deciduous shrubs and trees with 26-50% impervious cover	1.ss.CE.i50.cOR.
12231	Oak woodland brushland with 26-50% impervious cover	1.ss.CE.i50.cOW.
12240	51% to 75% impervious cover with coniferous and/or deciduous shrubs and sparse trees	1.ss.CE.i75.
12242	Other coniferous and/or deciduous shrubs and trees with 51-75% impervious cover	1.ss.CE.i75.cOR.
12241	Oak Woodland brushland with 51-75% impervious cover	1.ss.CE.i75.cOW.
12100	Artificial surfaces with coniferous and/or deciduous shrubs	1.ss.CS.
12110	4% to 10% impervious cover with coniferous and/or deciduous shrubs	1.ss.CS.i10.
12112	Long grasses with planted coniferous and/or deciduous shrubs, 4-10% impervious cover	1.ss.CS.i10.cGL.
12111	Short grasses with planted coniferous and/or deciduous shrubs, 4-10% impervious cover	1.ss.CS.i10.cGS.
12113	Other coniferous and/or deciduous shrubs with 4-10% impervious cover	1.ss.CS.i10.cOB.
12120	11% to 25% impervious cover with coniferous and/or deciduous shrubs	1.ss.CS.i25.
12122	Long grasses with planted coniferous and/or deciduous shrubs, 11-25% impervious cover	1.ss.CS.i25.cGL.
12121	Short grasses with planted coniferous and/or deciduous shrubs, 11-25% impervious cover	1.ss.CS.i25.cGS.
12123	Other coniferous and/or deciduous shrubs, 11-25% impervious cover	1.ss.CS.i25.cOB.
12130	26% to 50% impervious cover with coniferous and/or deciduous shrubs	1.ss.CS.i50.
12132	Long grasses with planted coniferous and/or deciduous shrubs, 26-50% impervious cover	1.ss.CS.i50.cGL.
12131	Short grasses with planted coniferous and/or deciduous shrubs, 26-50% impervious cover	1.ss.CS.i50.cGS.
12133	Other coniferous and/or deciduous shrubs, 26-50% impervious cover	1.ss.CS.i50.cOB.
12140	51% to 75% impervious cover with coniferous and/or deciduous shrubs	1.ss.CS.i75.
12142	Long grasses with planted coniferous and/or deciduous shrubs, 51-75% impervious cover	1.ss.CS.i75.cGL.
12141	Short grasses with planted coniferous and/or deciduous shrubs, 51-75% impervious cover	1.ss.CS.i75.cGS.
12143	Other coniferous and/or deciduous shrubs, 51-75% impervious cover	1.ss.CS.i75.cOB.
11000	Artificial surfaces with trees as the dominant vegetation cover	1.tt.

11100	Artificial surfaces with coniferous trees	1.tt.CC.
11110	4% to 10% impervious cover with coniferous trees	1.tt.CC.i10.
11111	Jack pine (forest or woodland) with 4-10% impervious cover	1.tt.CC.i10.cJP.
11115	Northern conifer (woodland) with 4-10% impervious cover	1.tt.CC.i10.cNW.
11119	Other planted conifers with 4-10% impervious cover	1.tt.CC.i10.cPC.
11116	Planted red pine with 4-10% impervious cover	1.tt.CC.i10.cPR.
11118	Planted spruce/fir with 4-10% impervious cover	1.tt.CC.i10.cPS.
11117	Planted white pine with 4-10% impervious cover	1.tt.CC.i10.cPW.
11114	Eastern red cedar (woodland) with 4-10% impervious cover	1.tt.CC.i10.cRC.
11113	Spruce-fir (forest) with 4-10% impervious cover	1.tt.CC.i10.cSF.
11112	White/red pine (forest) with 4-10% impervious cover	1.tt.CC.i10.cWF.
11120	11% to 25% impervious cover with coniferous trees	1.tt.CC.i25.
11121	Jack pine (forest or woodland) with 11- 25% impervious cover	1.tt.CC.i25.cJP.
11125	Northern conifer (woodland) with 11- 25% impervious cover	1.tt.CC.i25.cNW.
11129	Other planted conifers with 11- 25% impervious cover	1.tt.CC.i25.cPC.
11126	Planted red pine with 11- 25% impervious cover	1.tt.CC.i25.cPR.
11128	Planted spruce/fir with 11- 25% impervious cover	1.tt.CC.i25.cPS.
11127	Planted white pine with 11- 25% impervious cover	1.tt.CC.i25.cPW.
11124	Eastern red cedar (woodland) with 11- 25% impervious cover	1.tt.CC.i25.cRC.
11123	Spruce-fir (forest) with 11- 25% impervious cover	1.tt.CC.i25.cSF.
11122	White/red pine (forest) with 11- 25% impervious cover	1.tt.CC.i25.cWF.
11130	26% to 50% impervious cover with coniferous trees	1.tt.CC.i50.
11131	Jack pine (forest or woodland) with 26-50% impervious cover	1.tt.CC.i50.cJP.
11135	Northern conifer (woodland) with 26-50% impervious cover	1.tt.CC.i50.cNW.
11139	Other planted conifers with 26-50% impervious cover	1.tt.CC.i50.cPC.
11136	Planted red pine with 26-50% impervious cover	1.tt.CC.i50.cPR.
11138	Planted spruce/fir with 26-50% impervious cover	1.tt.CC.i50.cPS.
11137	Planted white pine with 26-50% impervious cover	1.tt.CC.i50.cPW.
11134	Eastern red cedar (woodland) with 26-50% impervious cover	1.tt.CC.i50.cRC.
11133	Spruce-fir (forest) with 26-50% impervious cover	1.tt.CC.i50.cSF.
11132	White/red pine (forest) with 26-50% impervious cover	1.tt.CC.i50.cWF.
11140	51% to 75% impervious cover with coniferous trees	1.tt.CC.i75.
11141	Jack pine (forest or woodland) with 51-75% impervious cover	1.tt.CC.i75.cJP.
11145	Northern conifer (woodland) with 51-75% impervious cover	1.tt.CC.i75.cNW.
11149	Other planted conifers with 51-75% impervious cover	1.tt.CC.i75.cPC.
11146	Planted red pine with 51-75% impervious cover	1.tt.CC.i75.cPR.
11148	Planted spruce/fir with 51-75% impervious cover	1.tt.CC.i75.cPS.
11147	Planted white pine with 51-75% impervious cover	1.tt.CC.i75.cPW.
11144	Eastern red cedar (woodland) with 51-75% impervious cover	1.tt.CC.i75.cRC.
11143	Spruce-fir (forest) with 51-75% impervious cover	1.tt.CC.i75.cSF.
11142	White/red pine (forest) with 51-75% impervious cover	1.tt.CC.i75.cWF.
11200	Artificial surfaces with deciduous tree cover	1.tt.CD.
11210	4% to 10% impervious cover with deciduous trees	1.tt.CD.i10.
11215	Aspen-birch (forest) with 4-10% impervious cover	1.tt.CD.i10.cAB.
11216	Aspen (forest, woodland) with 4-10% impervious cover	1.tt.CD.i10.cAF.
11214	Boxelder-green ash (forest) with 4-10% impervious cover	1.tt.CD.i10.cBG.
11213	Maple-basswood (forest) with 4-10% impervious cover	1.tt.CD.i10.cMB.
11212	Northern hardwood (forest) with 4-10% impervious cover	1.tt.CD.i10.cNH.
11211	Oak (forest or woodland) with 4-10% impervious cover	1.tt.CD.i10.cOA.
11217	Planted ash with 4-10% impervious cover	1.tt.CD.i10.cPA.
11219	Other deciduous trees with 4-10% impervious cover	1.tt.CD.i10.cPD.
11218	Planted oak with 4-10% impervious cover	1.tt.CD.i10.cPO.
11220	11% to 25% impervious cover with deciduous trees	1.tt.CD.i25.
11225	Aspen-birch (forest) with 11- 25% impervious cover	1.tt.CD.i25.cAB.
11226	Aspen (forest, woodland) with 11- 25% impervious cover	1.tt.CD.i25.cAF.
11224	Boxelder-green ash (forest) with 11- 25% impervious cover	1.tt.CD.i25.cBG.
11223	Maple-basswood (forest) with 11- 25% impervious cover	1.tt.CD.i25.cMB.
11222	Northern hardwood (forest) with 11- 25% impervious cover	1.tt.CD.i25.cNH.
11221	Oak (forest or woodland) with 11- 25% impervious cover	1.tt.CD.i25.cOA.
11227	Planted ash with 11- 25% impervious cover	1.tt.CD.i25.cPA.

11229	Other deciduous trees with 11- 25% impervious cover	1.tt.CD.i25.cPD.
11228	Planted oak with 11- 25% impervious cover	1.tt.CD.i25.cPO.
11230	26% to 50% impervious cover with deciduous trees	1.tt.CD.i50.
11235	Aspen-birch (forest) with 26-50% impervious cover	1.tt.CD.i50.cAB.
11236	Aspen (forest, woodland) with 26-50% impervious cover	1.tt.CD.i50.cAF.
11234	Boxelder-green ash (forest) with 26-50% impervious cover	1.tt.CD.i50.cBG.
11233	Maple-basswood (forest) with 26-50% impervious cover	1.tt.CD.i50.cMB.
11232	Northern hardwood (forest) with 26-50% impervious cover	1.tt.CD.i50.cNH.
11231	Oak (forest or woodland) with 26-50% impervious cover	1.tt.CD.i50.cOA.
11237	Planted ash with 26-50% impervious cover	1.tt.CD.i50.cPA.
11239	Other deciduous trees with 26-50% impervious cover	1.tt.CD.i50.cPD.
11238	Planted oak with 26-50% impervious cover	1.tt.CD.i50.cPO.
11240	51% to 75% impervious cover with deciduous trees	1.tt.CD.i75.
11245	Aspen-birch (forest) with 51-75% impervious cover	1.tt.CD.i75.cAB.
11246	Aspen (forest, woodland) with 51-75% impervious cover	1.tt.CD.i75.cAF.
11244	Boxelder-green ash (forest) with 51-75% impervious cover	1.tt.CD.i75.cBG.
11243	Maple-basswood (forest) with 51-75% impervious cover	1.tt.CD.i75.cMB.
11242	Northern hardwood (forest) with 51-75% impervious cover	1.tt.CD.i75.cNH.
11241	Oak (forest or woodland) with 51-75% impervious cover	1.tt.CD.i75.cOA.
11247	Planted ash with 51-75% impervious cover	1.tt.CD.i75.cPA.
11249	Other deciduous trees with 51-75% impervious cover	1.tt.CD.i75.cPD.
11248	Planted oak with 51-75% impervious cover	1.tt.CD.i75.cPO.
11300	Artificial surfaces with mixed coniferous and deciduous tree cover	1.tt.CM.
11310	4% to 10% impervious cover with mixed coniferous/deciduous trees	1.tt.CM.i10.
11311	Mixed pine-hardwood (forest) with 4-10% impervious cover	1.tt.CM.i10.cMF.
11313	Northern hardwood-conifer (forest) with 4-10% impervious cover	1.tt.CM.i10.cNF.
11314	Planted mixed coniferous/deciduous trees with 4-10% impervious cover	1.tt.CM.i10.cPM.
11312	White pine-hardwood (forest) with 4-10% impervious cover	1.tt.CM.i10.cWH.
11320	11% to 25% impervious cover with mixed coniferous/deciduous trees	1.tt.CM.i25.
11321	Mixed pine-hardwood (forest) with 11-25% impervious cover	1.tt.CM.i25.cMF.
11323	Northern hardwood-conifer (forest) with 11-25% impervious cover	1.tt.CM.i25.cNF.
11324	Planted mixed coniferous/deciduous trees with 11-25% impervious cover	1.tt.CM.i25.cPM.
11322	White pine-hardwood (forest) with 11-25% impervious cover	1.tt.CM.i25.cWH.
11330	26% to 50% impervious cover with mixed coniferous/deciduous trees	1.tt.CM.i50.
11331	Mixed pine-hardwood (forest) with 26-50% impervious cover	1.tt.CM.i50.cMF.
11333	Northern hardwood-conifer (forest) with 26-50% impervious cover	1.tt.CM.i50.cNF.
11334	Planted mixed coniferous/deciduous trees with 26-50% impervious cover	1.tt.CM.i50.cPM.
11332	White pine-hardwood (forest) with 26-50% impervious cover	1.tt.CM.i50.cWH.
11340	51% to 75% impervious cover with mixed coniferous/deciduous trees	1.tt.CM.i75.
11341	Mixed pine-hardwood (forest) with 51-75% impervious cover	1.tt.CM.i75.cMF.
11343	Northern hardwood-conifer (forest) with 51-75% impervious cover	1.tt.CM.i75.cNF.
11344	Planted mixed coniferous/deciduous trees with 51-75% impervious cover	1.tt.CM.i75.cPM.
11342	White pine-hardwood (forest) with 51-75% impervious cover	1.tt.CM.i75.cWH.
20000	Planted or Cultivated Vegetation (greater than 96% vegetation cover)	2.
24000	Cultivated herbaceous vegetation	2.ch.
24200	Close grown or solid seeded cropland	2.ch.GN.
24230	Artificially flooded or saturated soils - close grown cropland	2.ch.GN.pFL.
24231	Rice	2.ch.GN.pFL.cRI.
24220	Hydric soils - close grown cropland	2.ch.GN.pHS.
24224	Barley on hydric soils	2.ch.GN.pHS.cBA.
24227	Fallow hydric soils	2.ch.GN.pHS.cFW.
24228	Hayfield on hydric soils	2.ch.GN.pHS.cHF.
24226	Not planted on hydric soils	2.ch.GN.pHS.cNP.
24229	All other close grown cropland on hydric soils	2.ch.GN.pHS.cOC.
24222	Oats on hydric soils	2.ch.GN.pHS.cOT.
24223	Rice on hydric soils	2.ch.GN.pHS.cRI.
24225	Sod on hydric soils	2.ch.GN.pHS.cSD.
24221	Wheat on hydric soils	2.ch.GN.pHS.cWT.
24210	Upland soils - close grown cropland	2.ch.GN.pUS.
24213	Barley	2.ch.GN.pUS.cBA.

24216	Fallow	2.ch.GN.pUS.cFW.
24217	Hayfield	2.ch.GN.pUS.cHF.
24215	Not planted	2.ch.GN.pUS.cNP.
24218	All other close grown cropland on upland soils	2.ch.GN.pUS.cOC.
24212	Oats	2.ch.GN.pUS.cOT.
24214	Sod	2.ch.GN.pUS.cSD.
24211	Wheat	2.ch.GN.pUS.cWT.
24100	Row cropland	2.ch.RC.
24120	Hydric soils - row cropland	2.ch.RC.pHS.
24121	Beans (all types except soybeans) on hydric soils	2.ch.RC.pHS.cBN.
24122	Corn on hydric soils	2.ch.RC.pHS.cCO.
24129	Other vegetable and truck crops on hydric soils	2.ch.RC.pHS.cOV.
24127	Pumpkins on hydric soils	2.ch.RC.pHS.cPK.
24126	Potato on hydric soils	2.ch.RC.pHS.cPP.
24124	Soybeans on hydric soils	2.ch.RC.pHS.cSB.
24128	Sunflowers on hydric soils	2.ch.RC.pHS.cSF.
24123	Sorghum on hydric soils	2.ch.RC.pHS.cSG.
24125	Sugar beets on hydric soils	2.ch.RC.pHS.cST.
24110	Upland soils - cropland	2.ch.RC.pUS.
24111	Beans (all types except soybeans)	2.ch.RC.pUS.cBN.
24112	Corn	2.ch.RC.pUS.cCO.
24119	Other vegetable and truck crops	2.ch.RC.pUS.cOV.
24117	Pumpkins	2.ch.RC.pUS.cPK.
24116	Potato	2.ch.RC.pUS.cPP.
24114	Soybeans	2.ch.RC.pUS.cSB.
24118	Sunflowers	2.ch.RC.pUS.cSF.
24113	Sorghum	2.ch.RC.pUS.cSG.
24115	Sugar beets	2.ch.RC.pUS.cST.
23000	Planted or maintained herbaceous vegetation	2.ph.
23300	Planted or maintained grasses and forbs	2.ph.CF.
23320	Hydric soils with planted grasses and forbs	2.ph.CF.pHS.
23322	Long grasses and forbs on hydric soils	2.ph.CF.pHS.cGL.
23321	Short grasses and forbs on hydric soils	2.ph.CF.pHS.cGS.
23310	Upland soils with planted or maintained grasses and forbs	2.ph.CF.pUS.
23312	Long grasses and forbs on upland soils	2.ph.CF.pUS.cGL.
23311	Short grasses and forbs on upland soils	2.ph.CF.pUS.cGS.
23200	Planted or maintained grasses	2.ph.CG.
23220	Hydric soils with planted or maintained grasses	2.ph.CG.pHS.
23222	Long grasses on hydric soils	2.ph.CG.pHS.cGL.
23221	Short grasses on hydric soils	2.ph.CG.pHS.cGS.
23210	Upland soils with planted or maintained grasses	2.ph.CG.pUS.
23212	Long grasses on upland soils	2.ph.CG.pUS.cGL.
23211	Short grasses on upland soils	2.ph.CG.pUS.cGS.
23100	Planted or maintained grasses with sparse tree cover	2.ph.CT.
23120	Hydric soils with planted or maintained grasses and sparse tree cover	2.ph.CT.pHS.
23122	Long grasses with sparse tree cover on hydric soils	2.ph.CT.pHS.cGL.
23121	Short grasses with sparse tree cover on hydric soils	2.ph.CT.pHS.cGS.
23110	Upland soils with planted or maintained grasses and sparse tree cover	2.ph.CT.pUS.
23112	Long grasses with sparse tree cover on upland soils	2.ph.CT.pUS.cGL.
23111	Short grasses with sparse tree cover on upland soils	2.ph.CT.pUS.cGS.
22000	Planted, maintained or cultivated shrub and/or vine vegetation	2.sv.
22100	Planted, maintained or cultivated coniferous shrubs	2.sv.CB.
22120	Hydric soils with planted, maintained or cultivated coniferous shrubs	2.sv.CB.pHS.
22110	Upland soils with planted, maintained or cultivated coniferous shrubs	2.sv.CB.pUS.
22200	Planted, maintained or cultivated deciduous shrub/vine vegetation	2.sv.CO.
22220	Artificially flooded or saturated soils	2.sv.CO.pFL.
22221	Cranberry	2.sv.CO.pFL.cCB.
22210	Upland soils with planted, maintained or cultivated deciduous shrub/vine vegetation	2.sv.CO.pUS.
22211	Blackberry	2.sv.CO.pUS.cBB.
22212	Blueberry	2.sv.CO.pUS.cBL.

22213	Grape	2.sv.CO.pUS.cGP.
22216	Other shrub/vine vegetation	2.sv.CO.pUS.cOX.
22214	Raspberry-black	2.sv.CO.pUS.cRB.
22215	Raspberry-red	2.sv.CO.pUS.cRR.
22300	Planted, maintained or cultivated mixed coniferous-deciduous shrub/vine vegetation	2.sv.CS.
22320	Hydric soils with planted, maintained or cultivated mixed coniferous-deciduous shrub/vine	2.sv.CS.pHS.
22310	Upland soils with planted, maintained or cultivated mixed coniferous-deciduous shrub/vine	2.sv.CS.pUS.
21000	Planted, maintained or cultivated tree vegetation	2.tt.
21100	Planted, maintained or cultivated coniferous trees	2.tt.CC.
21110	Upland soils with planted, maintained, or cultivated coniferous trees	2.tt.CC.pUS.
21114	Coniferous trees on upland soils	2.tt.CC.pUS.cPC.
21113	Red pine trees on upland soils	2.tt.CC.pUS.cPR.
21111	Spruce/fir trees on upland soils	2.tt.CC.pUS.cPS.
21112	White pine trees on upland soils	2.tt.CC.pUS.cPW.
21200	Planted, maintained or cultivated deciduous trees	2.tt.CD.
21210	Upland soils with planted, maintained or cultivated deciduous trees	2.tt.CD.pUS.
21213	Deciduous trees on upland soils	2.tt.CD.pUS.cPD.
21211	Fruit trees (apple, cherry, plum, etc) on upland soils	2.tt.CD.pUS.cPF.
21212	Walnut trees on upland soils	2.tt.CD.pUS.cPT.
21300	Planted, maintained or cultivated mixed coniferous and deciduous trees	2.tt.CM.
21320	Hydric soils with planted, maintained or cultivated mixed coniferous/deciduous trees	2.tt.CM.pHS.
21310	Upland soils with planted, maintained or cultivated mixed coniferous/deciduous trees	2.tt.CM.pUS.
30000	Forests	3.
33000	Mixed coniferous-deciduous forest	3.cd.
33100	Upland mixed coniferous-deciduous forest	3.cd.UP.
33120	Boreal hardwood-conifer forest	3.cd.UP.nBF.
33110	Mixed pine-hardwood forest	3.cd.UP.nMF.
33130	Northern hardwood-conifer forest	3.cd.UP.nNF.
33131	Northern hardwood-conifer forest yellow birch-white cedar subtype	3.cd.UP.nNF.nNY.
33140	White pine-hardwood forest	3.cd.UP.nWH.
33141	White pine-hardwood forest dry subtype	3.cd.UP.nWH.nWD.
33142	White pine-hardwood forest mesic subtype	3.cd.UP.nWH.nWE.
31000	Coniferous forest	3.ce.
31100	Upland coniferous forest	3.ce.UP.
31110	Black spruce-feathermoss forest	3.ce.UP.nBL.
31120	Jack pine forest	3.ce.UP.nJP.
31121	Jack pine forest jack pine-fir subtype	3.ce.UP.nJP.nJF.
31122	Jack pine forest hazel subtype	3.ce.UP.nJP.nJH.
31123	Jack pine forest jack pine-oak subtype	3.ce.UP.nJP.nJO.
31124	Jack pine forest jack pine-black spruce subtype	3.ce.UP.nJP.nJS.
31125	Jack pine forest blueberry subtype	3.ce.UP.nJP.nJY.
31130	Red pine forest	3.ce.UP.nRP.
31160	Spruce-fir forest	3.ce.UP.nSF.
31161	Spruce-fir forest white spruce-balsam fir subtype	3.ce.UP.nSF.nSB.
31162	Spruce-fir forest fir-birch subtype	3.ce.UP.nSF.nSI.
31150	Upland white cedar forest	3.ce.UP.nUW.
31151	Upland white cedar forest wet-mesic subtype	3.ce.UP.nUW.nUE.
31152	Upland white cedar forest mesic subtype	3.ce.UP.nUW.nUM.
31140	White pine forest	3.ce.UP.nWF.
31200	Saturated coniferous forest	3.ce.WB.
31240	Black spruce bog	3.ce.WB.nBB.
31241	Black spruce bog intermediate subtype	3.ce.WB.nBB.nBI.
31242	Black spruce bog raised subtype	3.ce.WB.nBB.nBR.
31230	Black spruce swamp	3.ce.WB.nBS.
31210	Tamarack swamp	3.ce.WB.nTS.
31211	Tamarack swamp seepage subtype	3.ce.WB.nTS.nTE.
31212	Tamarack swamp minerotrophic subtype	3.ce.WB.nTS.nTM.
31213	Tamarack swamp sphagnum subtype	3.ce.WB.nTS.nTP.
31220	White cedar swamp	3.ce.WB.nWC.
31221	White cedar swamp seepage subtype	3.ce.WB.nWC.nWT.

32000	Deciduous forest	3.de.
32100	Upland deciduous forest	3.de.UP.
32140	Aspen-birch forest	3.de.UP.nAB.
32141	Aspen-birch forest northern hardwoods subtype	3.de.UP.nAB.nAN.
32142	Aspen-birch forest spruce-fir subtype	3.de.UP.nAB.nAU.
32160	Aspen forest	3.de.UP.nAF.
32170	Altered/non-native deciduous forest	3.de.UP.nAT.
32150	Maple-basswood forest	3.de.UP.nMB.
32120	Northern hardwood forest	3.de.UP.nNH.
32110	Oak forest	3.de.UP.nOA.
32113	Oak forest dry subtype	3.de.UP.nOA.nOD.
32111	Oak forest red maple subtype	3.de.UP.nOA.nOL.
32112	Oak forest mesic subtype	3.de.UP.nOA.nOM.
32130	Paper birch forest	3.de.UP.nPB.
32131	Paper birch forest northern hardwoods subtype	3.de.UP.nPB.nPN.
32132	Paper birch forest spruce-fir subtype	3.de.UP.nPB.nPS.
32200	Temporarily flooded deciduous forest	3.de.WA.
32230	Aspen forest - temporarily flooded	3.de.WA.nAF.
32240	Altered/non-native temporarily flooded deciduous forest	3.de.WA.nAT.
32210	Floodplain forest	3.de.WA.nFF.
32211	Floodplain forest silver maple subtype	3.de.WA.nFF.nFM.
32212	Floodplain forest swamp white oak subtype	3.de.WA.nFF.nFO.
32220	Lowland hardwood forest	3.de.WA.nLH.
32300	Saturated deciduous forest	3.de.WB.
32330	Aspen forest - saturated soils	3.de.WB.nAF.
32340	Altered/non-native saturated soils deciduous forest	3.de.WB.nAT.
32310	Black ash swamp	3.de.WB.nBA.
32311	Black ash swamp seepage subtype	3.de.WB.nBA.nBE.
32320	Mixed hardwood swamp	3.de.WB.nMH.
32321	Mixed hardwood swamp seepage subtype	3.de.WB.nMH.nMS.
32400	Seasonally flooded deciduous forest	3.de.WC.
32430	Altered/non-native seasonally flooded deciduous forest	3.de.WC.nAT.
32410	Black ash swamp - seasonally flooded	3.de.WC.nBA.
32420	Mixed hardwood swamp - seasonally flooded	3.de.WC.nMH.
40000	Woodland	4.
43000	Mixed coniferous-deciduous woodland	4.cd.
43100	Upland mixed coniferous-deciduous woodland	4.cd.UP.
43110	Altered/non-native mixed woodland	4.cd.UP.nAT.
41000	Coniferous woodland	4.ce.
41100	Upland coniferous woodland	4.ce.UP.
41110	Jack pine woodland	4.ce.UP.nJW.
41120	Northern conifer woodland	4.ce.UP.nNW.
41130	Eastern Red Cedar woodland	4.ce.UP.nRC.
42000	Deciduous woodland	4.de.
42100	Upland deciduous woodland	4.de.UP.
42130	Altered/non-native deciduous woodland	4.de.UP.nAT.
42110	Aspen woodland	4.de.UP.nAW.
42120	Oak woodland-brushland	4.de.UP.nOW.
42200	Temporarily flooded deciduous woodland	4.de.WA.
42210	Altered/non-native deciduous woodland - temporarily flooded	4.de.WA.nAT.
42300	Saturated deciduous woodland	4.de.WB.
42310	Altered/non-native deciduous woodland - saturated	4.de.WB.nAT.
42400	Seasonally flooded deciduous woodland	4.de.WC.
42410	Altered/non-native deciduous woodland - seasonally flooded	4.de.WC.nAT.
50000	Shrubland	5.
51000	Coniferous / evergreen shrubland	5.ce.
51100	Saturated needle-leaved or microphyllous evergreen	5.ce.WB.
51110	Open sphagnum bog	5.ce.WB.nOB.
51111	Open sphagnum bog intermediate subtype	5.ce.WB.nOB.nOI.
51112	Open sphagnum bog raised subtype	5.ce.WB.nOB.nOR.

51120	Scrub tamarack poor fen	5.ce.WB.nPT.
52000	Deciduous shrubland	5.de.
52100	Upland deciduous shrubland	5.de.UP.
52130	Altered/non-native dominated upland shrubland	5.de.UP.nAT.
52110	Mesic brush-prairie	5.de.UP.nMR.
52111	Mesic brush-prairie sand-gravel subtype	5.de.UP.nMR.nMG.
52120	Native dominated disturbed upland shrubland	5.de.UP.nNT.
52200	Temporarily flooded deciduous woodland	5.de.WA.
52220	Altered/non-native dominated temporarily flooded shrubland	5.de.WA.nAT.
52230	Birch bog, spiraea temporarily flooded shrubland	5.de.WA.nBH.
52210	Native dominated temporarily flooded shrubland	5.de.WA.nNT.
52300	Saturated deciduous shrubland	5.de.WB.
52350	Alder swamp - saturated soils	5.de.WB.nAS.
52330	Altered/non-native dominated saturated shrubland	5.de.WB.nAT.
52380	Birch bog, spiraea shrubland - saturated soils	5.de.WB.nBH.
52310	Shrub fen	5.de.WB.nSN.
52312	Rich fen shrub subtype	5.de.WB.nSN.nPH.
52311	Poor fen shrub subtype	5.de.WB.nSN.nRH.
52340	Shrub swamp seepage subtype	5.de.WB.nSS.
52320	Wet brush-prairie	5.de.WB.nWB.
52321	Wet brush-prairie seepage subtype	5.de.WB.nWB.nWG.
52360	Willow swamp - saturated soils	5.de.WB.nWI.
52370	Wet meadow shrub subtype - saturated soils	5.de.WB.nWR.
52400	Seasonally flooded deciduous shrubland	5.de.WC.
52410	Alder swamp	5.de.WC.nAS.
52440	Altered/non-native dominated seasonally flooded shrubland	5.de.WC.nAT.
52450	Birch bog, spiraea shrubland - seasonally flooded	5.de.WC.nBH.
52430	Willow swamp	5.de.WC.nWI.
52420	Wet meadow shrub subtype	5.de.WC.nWR.
52500	Semipermanently flooded deciduous shrubland	5.de.WF.
52540	Altered/non-native dominated semipermanently flooded shrubland	5.de.WF.nAT.
52530	Birch bog, spiraea shrubland - semipermanently flooded	5.de.WF.nBH.
52520	Willow swamp - semipermanently flooded	5.de.WF.nWI.
52510	Wet meadow shrub - semipermanently flooded	5.de.WF.nWR.
60000	Herbaceous	6.
65000	Annual grasslands or forb vegetation	6.ag.
65100	Seasonally flooded annual forb vegetation	6.ag.WC.
65110	Slender glasswort saline meadow	6.ag.WC.nSG.
61000	Grassland or emergent vegetation	6.ge.
61200	Medium-tall grassland	6.ge.MG.
61220	Medium-tall grass altered/non-native dominated grassland	6.ge.MG.nAT.
61210	Dry prairie	6.ge.MG.nDP.
61211	Dry prairie barrens subtype	6.ge.MG.nDP.nDA.
61212	Dry prairie bedrock bluff subtype	6.ge.MG.nDP.nDB.
61213	Dry prairie sand-gravel subtype	6.ge.MG.nDP.nDG.
61214	Dry prairie hill subtype	6.ge.MG.nDP.nDH.
61100	Tall grassland	6.ge.TG.
61120	Tall grass altered/non-native dominated grassland	6.ge.TG.nAT.
61110	Mesic prairie	6.ge.TG.nMP.
61111	Mesic prairie carbonate bedrock subtype	6.ge.TG.nMP.nMA.
61112	Mesic prairie crystalline bedrock subtype	6.ge.TG.nMP.nMY.
61300	Temporarily flooded graminoid vegetation	6.ge.WA.
61330	Temporarily flooded altered/non-native dominated grassland	6.ge.WA.nAT.
61340	Cattail marsh - temporarily flooded	6.ge.WA.nCM.
61320	Wet meadow - temporarily flooded soils	6.ge.WA.nWM.
61310	Wet prairie	6.ge.WA.nWP.
61311	Wet prairie saline subtype	6.ge.WA.nWP.nWA.
61400	Saturated graminoid vegetation	6.ge.WB.
61480	Saturated altered/non-native dominated graminoid vegetation	6.ge.WB.nAT.
61440	Calcareous seepage fen	6.ge.WB.nCF.

61441	Calcareous seepage fen boreal subtype	6.ge.WB.nCF.nCB.
61442	Calcareous seepage fen prairie subtype	6.ge.WB.nCF.nCP.
61430	Cattail marsh - saturated soils	6.ge.WB.nCM.
61470	Open bog	6.ge.WB.nOB.
61472	Graminoid bog	6.ge.WB.nOB.nGB.
61471	Open sphagnum bog schlenke subtype	6.ge.WB.nOB.nOS.
61450	Poor fen	6.ge.WB.nPF.
61452	Poor fen patterned fen subtype	6.ge.WB.nPF.nPA.
61451	Poor fen sedge subtype	6.ge.WB.nPF.nPD.
61460	Rich fen	6.ge.WB.nRF.
61461	Rich fen sedge subtype	6.ge.WB.nRF.nRD.
61462	Rich fen floating-mat subtype - saturated soils	6.ge.WB.nRF.nRM.
61463	Rich fen patterned fen subtype	6.ge.WB.nRF.nRT.
61420	Wet meadow	6.ge.WB.nWM.
61410	Wet prairie - saturated soils	6.ge.WB.nWP.
61411	Wet prairie saline subtype - saturated soils	6.ge.WB.nWP.nWA.
61412	Wet prairie seepage subtype - saturated soils	6.ge.WB.nWP.nWS.
61500	Seasonally flooded emergent vegetation	6.ge.WC.
61530	Seasonally flooded altered/non-native dominated emergent vegetation	6.ge.WC.nAT.
61510	Cattail marsh - seasonally flooded	6.ge.WC.nCM.
61520	Mixed emergent marsh - seasonally flooded	6.ge.WC.nME.
61540	Wet meadow - seasonally flooded	6.ge.WC.nWM.
61600	Semipermanently flooded emergent vegetation	6.ge.WF.
61630	Semipermanently flooded altered/non-native dominated vegetation	6.ge.WF.nAT.
61610	Cattail marsh - semipermanently flooded	6.ge.WF.nCM.
61620	Mixed emergent marsh	6.ge.WF.nME.
61650	Rich fen floating-mat subtype - semipermanently flooded	6.ge.WF.nRM.
61640	Wet meadow - semipermanently flooded	6.ge.WF.nWM.
61641	Wet meadow floating mat subtype	6.ge.WF.nWM.nFV.
61700	Intermittently exposed emergent vegetation	6.ge.WG.
61730	Intermittently exposed altered/non-native dominated vegetation	6.ge.WG.nAT.
61710	Cattail marsh - intermittently exposed	6.ge.WG.nCM.
61720	Mixed emergent marsh - intermittently exposed	6.ge.WG.nME.
61740	Rich fen floating-mat subtype - intermittently exposed	6.ge.WG.nRM.
61800	Permanently flooded emergent vegetation	6.ge.WH.
61830	Permanently flooded altered/non-native dominated vegetation	6.ge.WH.nAT.
61810	Cattail marsh - permanently flooded	6.ge.WH.nCM.
61820	Mixed emergent marsh - permanently flooded	6.ge.WH.nME.
61840	Rich fen floating-mat subtype - permanently flooded	6.ge.WH.nRM.
62000	Grassland with sparse tree layer	6.gt.
62200	Grassland with sparse conifer or mixed deciduous/coniferous trees	6.gt.GC.
62220	Grassland with sparse conifer or mixed deciduous/coniferous trees - altered/non-native dom	6.gt.GC.nAT.
62210	Jack pine barrens	6.gt.GC.nJB.
62100	Grassland with sparse deciduous trees	6.gt.GD.
62110	Aspen openings	6.gt.GD.nAO.
62111	Aspen openings sand gravel subtype	6.gt.GD.nAO.nAG.
62140	Grassland with sparse deciduous trees - altered/non-native dominated vegetation	6.gt.GD.nAT.
62120	Dry oak savanna	6.gt.GD.nDO.
62121	Dry oak savanna hill subtype	6.gt.GD.nDO.nDI.
62122	Dry oak savanna barrens subtype	6.gt.GD.nDO.nDN.
62123	Dry oak savanna sand-gravel subtype	6.gt.GD.nDO.nDR.
62130	Mesic oak savanna	6.gt.GD.nMO.
62300	Temporarily flooded grassland with sparse deciduous trees	6.gt.WA.
62310	Altered/non-native grassland with sparse deciduous trees - temporarily flooded	6.gt.WA.nAT.
62400	Saturated grassland with sparse deciduous trees	6.gt.WB.
62410	Altered/non-native grassland with sparse deciduous trees - saturated soils	6.gt.WB.nAT.
62500	Seasonally flooded grassland with sparse deciduous trees	6.gt.WC.
62510	Altered/non-native grassland with sparse deciduous trees - seasonally flooded	6.gt.WC.nAT.
64000	Hydromorphic rooted vegetation	6.hr.
64100	Standing water hydromorphic rooted vegetation	6.hr.SW.

64120	Midwest pondweed submerged aquatic wetland	6.hr.SW.nPW.
64110	Water lily	6.hr.SW.nWL.
64111	Water lily open marsh	6.hr.SW.nWL.nLC.
64112	Boreal water lily aquatic wetland	6.hr.SW.nWL.nLL.
64113	Northern water lily aquatic wetland	6.hr.SW.nWL.nLN.
63000	Perennial forb vegetation	6.pf.
63100	Upland forb vegetation	6.pf.UP.
63110	Talus slope algific subtype	6.pf.UP.nTL.
63200	Saturated forb vegetation	6.pf.WB.
63210	Seepage meadow	6.pf.WB.nSM.
70000	Nonvascular vegetation	7.
71000	Lichen vegetation	7.li.
71100	Lichen vegetation with sparse tree layer	7.li.LT.
71110	Northern conifer scrubland	7.li.LT.nNS.
80000	Sparse vegetation	8.
82000	Boulder, gravel, cobble, or talus	8.bg.
82200	Cobble / gravel beaches and shores	8.bg.BS.
82210	Cobble / gravel shore	8.bg.BS.nCG.
82213	Great Lakes non-alkaline cobble/gravel shore	8.bg.BS.nCG.nGC.
82214	Inland lake igneous/metamorphic cobble-gravel shore	8.bg.BS.nCG.nIM.
82211	Great Lakes basalt/diabase cobble-gravel lakeshore	8.bg.BS.nCG.nLG.
82212	Riverine igneous/metamorphic cobble-gravel shore	8.bg.BS.nCG.nRG.
82100	Lowland or submontane talus / scree slopes	8.bg.TS.
82110	Lowland talus	8.bg.TS.nTA.
82112	Midwest limestone - dolostone talus	8.bg.TS.nTA.nTD.
82114	Northern basalt/diabase open talus	8.bg.TS.nTA.nTF.
82111	Northern granite/metamorphic talus	8.bg.TS.nTA.nTG.
82113	Northern sandstone talus	8.bg.TS.nTA.nTN.
81000	Consolidated rock (cliffs, bedrock, etc.)	8.cr.
81100	Cliffs with sparse vegetation	8.cr.CL.
81110	Open cliff	8.cr.CL.nOC.
81111	Great Lakes shore basalt/diabase cliff	8.cr.CL.nOC.nBD.
81114	Midwest sandstone dry cliff	8.cr.CL.nOC.nDC.
81116	Great Lakes shoreline granite/metamorphic cliff	8.cr.CL.nOC.nGR.
81112	Northern (Laurentian) igneous/metamorphic dry cliff	8.cr.CL.nOC.nIG.
81113	Midwest dry limestone/dolostone cliff	8.cr.CL.nOC.nLD.
81115	Midwest sandstone moist cliff	8.cr.CL.nOC.nMC.
81130	Rock outcrop / butte	8.cr.CL.nRO.
81131	Northern (Laurentian) granite/metamorphic rock outcrop	8.cr.CL.nRO.nGG.
81132	Midwest quartzite - granite rock outcrop	8.cr.CL.nRO.nQG.
81120	Wet cliff	8.cr.CL.nTC.
81121	Moderate cliff	8.cr.CL.nTC.nMM.
81122	Midwest sedimentary dripping cliff	8.cr.CL.nTC.nSD.
81200	Level bedrock with sparse vegetation	8.cr.LB.
81210	Open level bedrock	8.cr.LB.nLB.
81212	Great Lakes basalt (conglomerate) bedrock lakeshore	8.cr.LB.nLB.nBC.
81211	Inland lake igneous/metamorphic bedrock shore	8.cr.LB.nLB.nLE.
81215	River ledge sandstone pavement	8.cr.LB.nLB.nRE.
81214	Great Lakes sandstone bedrock shore	8.cr.LB.nLB.nSL.
81213	Great Lakes limestone-dolostone bedrock lakeshore	8.cr.LB.nLB.nTB.
83000	Unconsolidated material (soil, sand, and ash)	8.um.
83200	Temporarily flooded sand flats	8.um.AS.
83210	Sand flats temporarily flooded	8.um.AS.nST.
83211	Lacustrine sand flats - bars	8.um.AS.nST.nFB.
83212	Riverine sand flats - bars	8.um.AS.nST.nRS.
83300	Seasonally / temporarily flooded mud flats	8.um.MF.
83310	Non-tidal mud flat seasonally / temporarily flooded	8.um.MF.nMU.
83311	Lake mud flats	8.um.MF.nMU.nLM.
83313	Saline spring mud flats	8.um.MF.nMU.nMN.
83312	River mud flats	8.um.MF.nMU.nRU.

83100	Sand flats	8.um.SF.
83110	Inland strand beach	8.um.SF.nIS.
83111	Inland freshwater strand beach	8.um.SF.nIS.nLS.
90000	Water	9.
92000	Lake (lacustrine)	9.la.
92100	Limnetic open water	9.la.LC.
92500	Littoral open water	9.la.LL.
92200	Semipermanently flooded littoral aquatic bed	9.la.WF.
92210	Floating algae - semipermanently flooded littoral aquatic bed	9.la.WF.nFA.
92220	Floating vascular vegetation - semipermanently flooded littoral aquatic bed	9.la.WF.nFV.
92300	Intermittently exposed littoral aquatic bed	9.la.WG.
92310	Floating algae - intermittently exposed littoral aquatic bed	9.la.WG.nFA.
92320	Floating vascular vegetation - intermittently exposed littoral aquatic bed	9.la.WG.nFV.
92400	Permanently flooded littoral aquatic bed	9.la.WH.
92410	Floating algae - permanently flooded littoral aquatic bed	9.la.WH.nFA.
92420	Floating vascular vegetation - permanently flooded littoral aquatic bed	9.la.WH.nFV.
91000	River (riverine)	9.ri.
91200	Fast moving linear open water habitat	9.ri.FR.
91100	Slow moving linear open water habitat	9.ri.S.
93000	Wetland-open water (palustrine)	9.ww.
93300	Palustrine open water	9.ww.OW.
93100	Intermittently exposed aquatic bed	9.ww.WG.
93110	Floating algae - intermittently exposed aquatic bed	9.ww.WG.nFA.
93120	Floating vascular vegetation - intermittently exposed aquatic bed	9.ww.WG.nFV.
93200	Permanently flooded aquatic bed	9.ww.WH.
93210	Floating algae	9.ww.WH.nFA.
93220	Floating vascular vegetation	9.ww.WH.nFV.
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Legend

RICE CREEK WEST REGIONAL TRAIL CORRIDOR

PROPOSED CHANGE TO TRAIL

EXISTING AGGREGATE PARK TRAIL

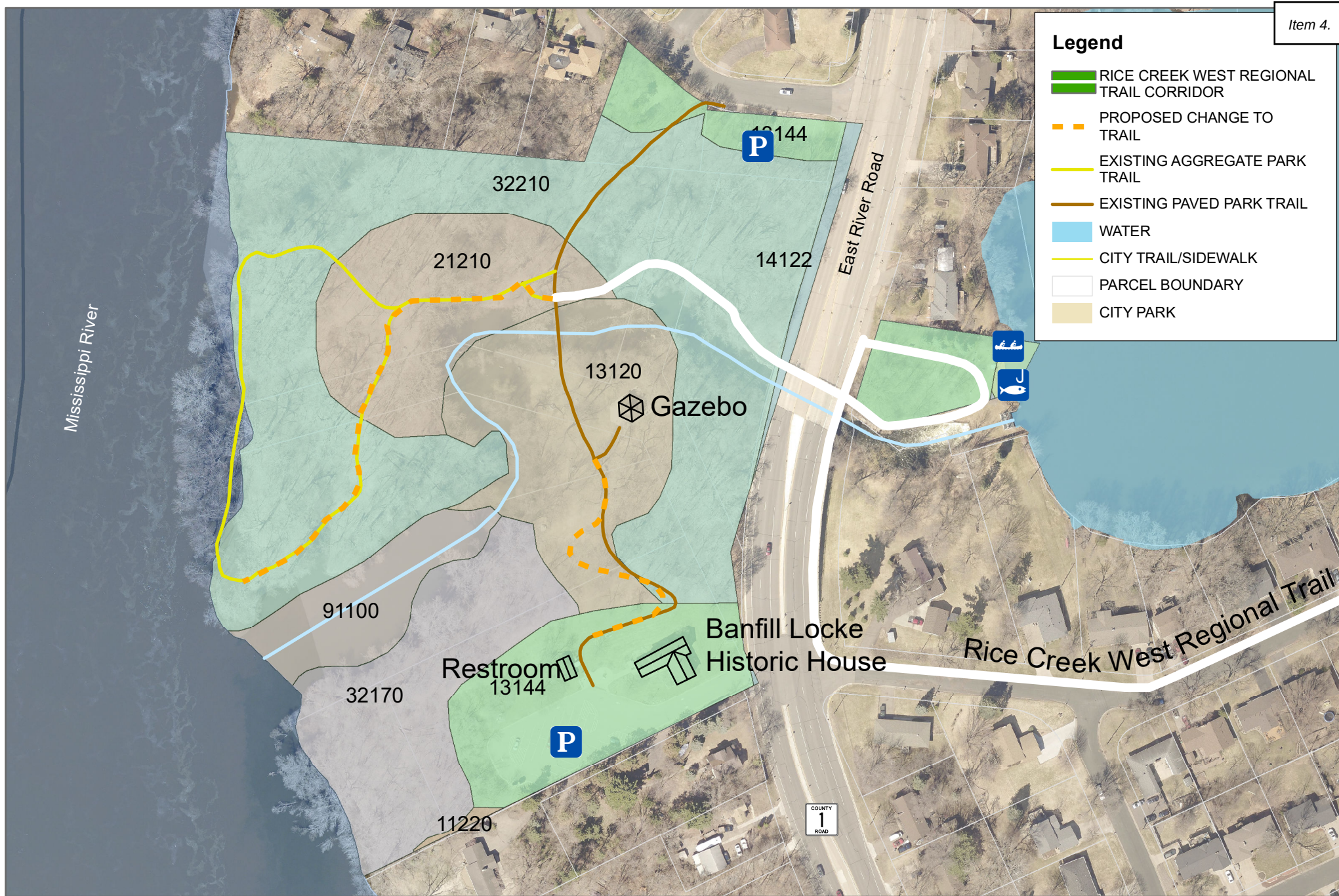
EXISTING PAVED PARK TRAIL

WATER

CITY TRAIL/SIDEWALK

PARCEL BOUNDARY

CITY PARK



0 150 300 Feet

RICE CREEK WEST REGIONAL TRAIL
LAND COVER
SEGMENT 1 - MANOMIN PARK

Date: 01/26/2023



Item 4.

13144

113409330093300

Locke Lake
Park (City of
Fridley)

East River Road
Mississippi River Regional Trail

Rice Creek West Regional Trail
Rice Creek Way (trail on street)

Mississippi River Regional Trail

Legend

- RAILROAD
- PROPOSED TRAIL CHANGE
- RICE CREEK WEST REGIONAL TRAIL CORRIDOR
- EXISTING REGIONAL TRAIL
- WATER
- CITY TRAIL/SIDEWALK
- CITY PARK

COUNTY
1
ROAD

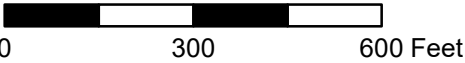
0 150 300 Feet

RICE CREEK WEST REGIONAL TRAIL
LAND COVER
SEGMENT 2

Date: 01/26/2023

Legend

- PROPOSED TRAIL CHANGE
- RICE CREEK WEST REGIONAL TRAIL CORRIDOR
- WATER
- CITY TRAIL/SIDEWALK
- CITY PARK



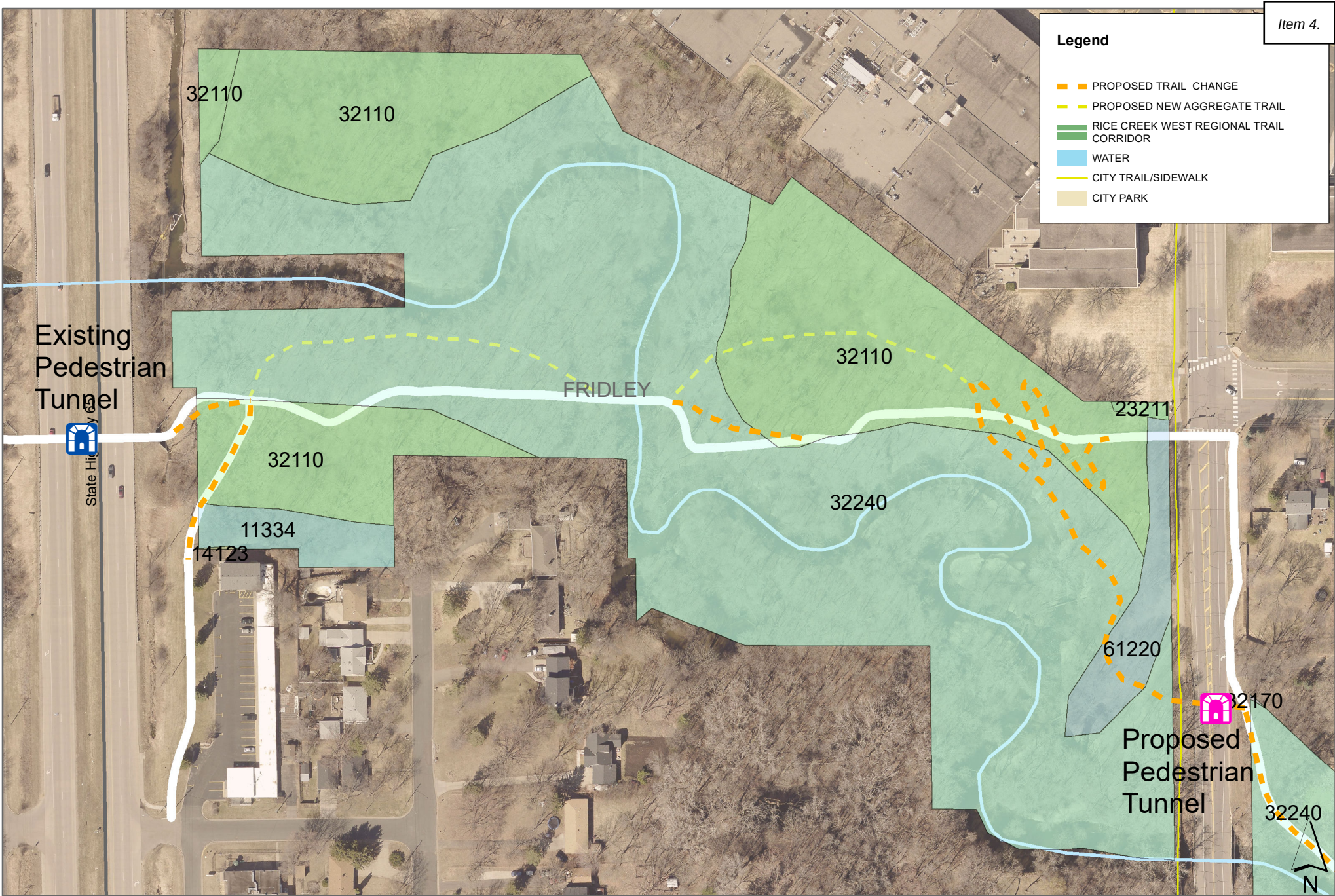
RICE CREEK WEST REGIONAL TRAIL
LAND COVER
SEGMENT 3

Date: 01/26/2023



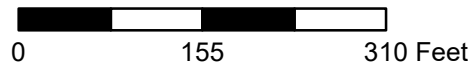
State Highway 65

N



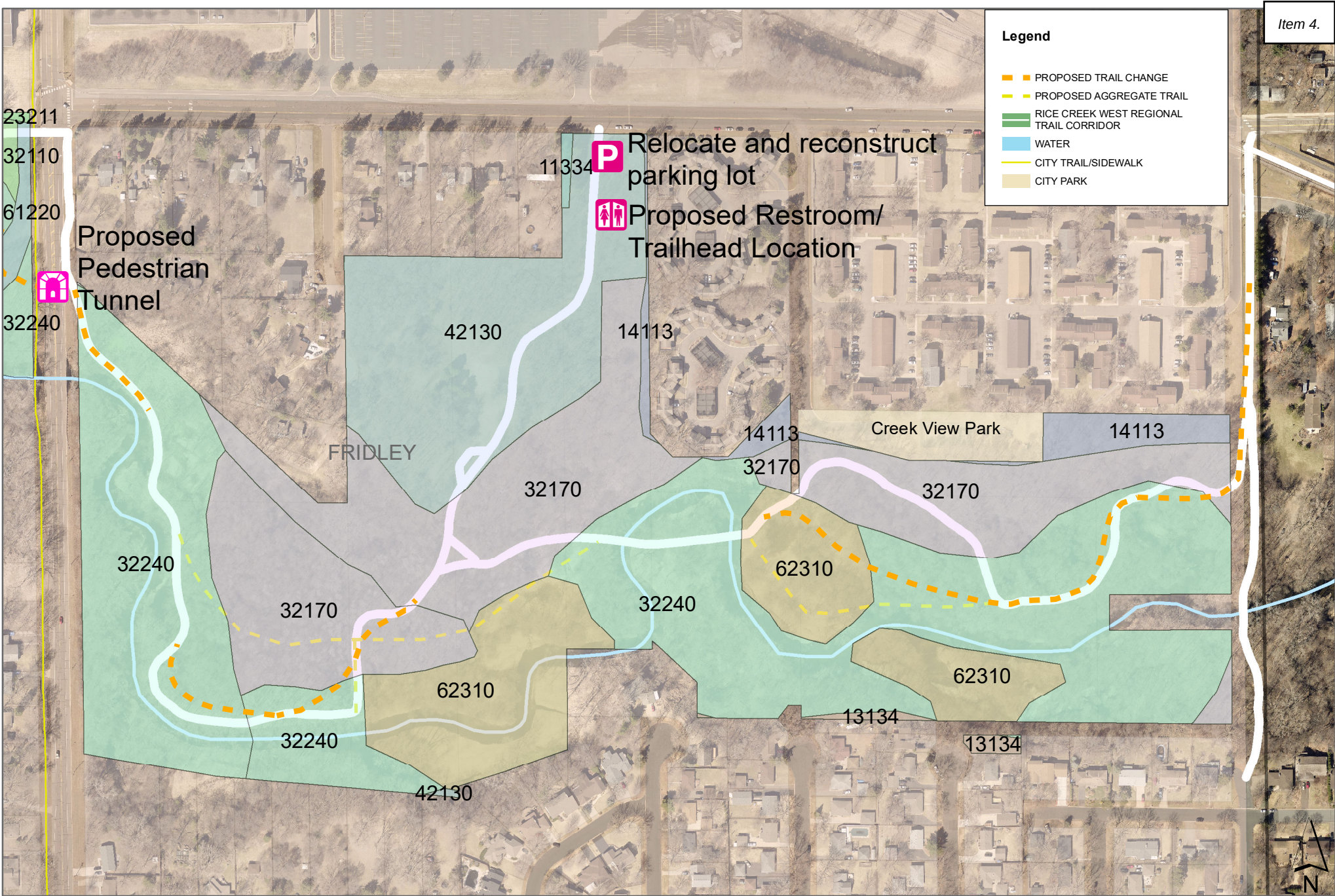
Legend

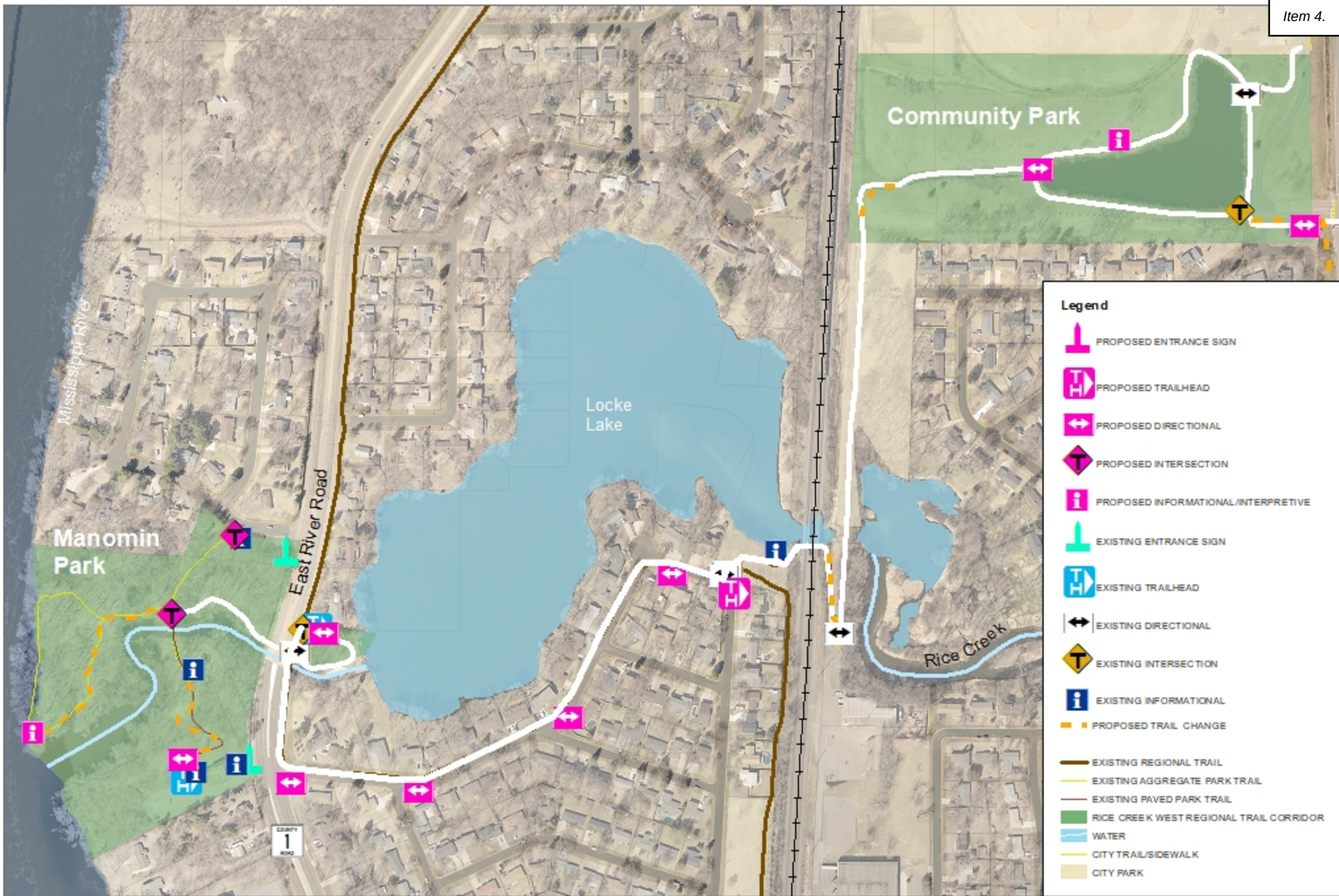
- PROPOSED TRAIL CHANGE
- PROPOSED NEW AGGREGATE TRAIL
- RICE CREEK WEST REGIONAL TRAIL CORRIDOR
- WATER
- CITY TRAIL/SIDEWALK
- CITY PARK



RICE CREEK WEST REGIONAL TRAIL
LAND COVER
SEGMENT 5

Date: 01/26/2023

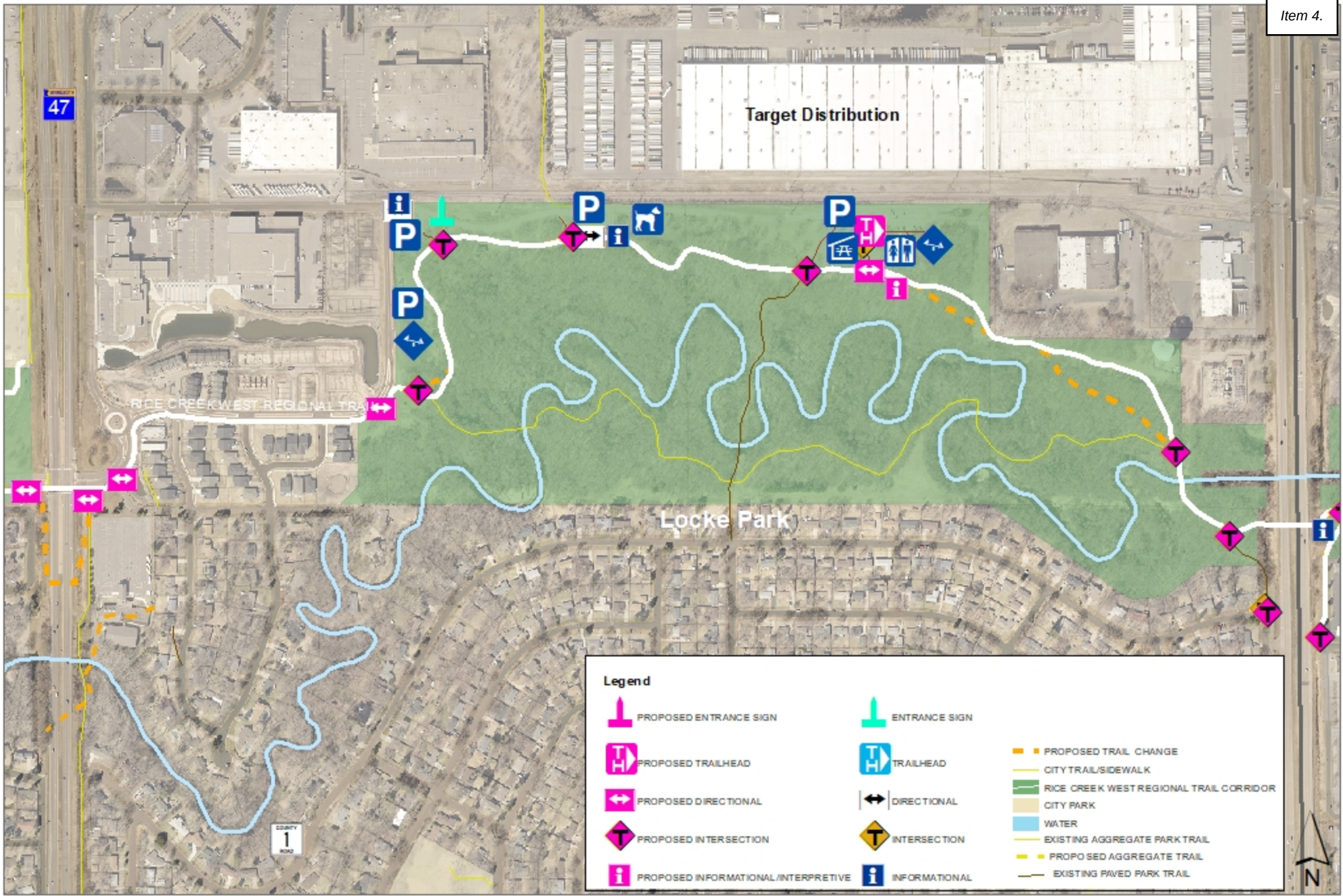




0 300 600 Feet

RICE CREEK WEST
REGIONAL TRAIL CORRIDOR
SIGN PLAN
SEGMENT 1 - 3

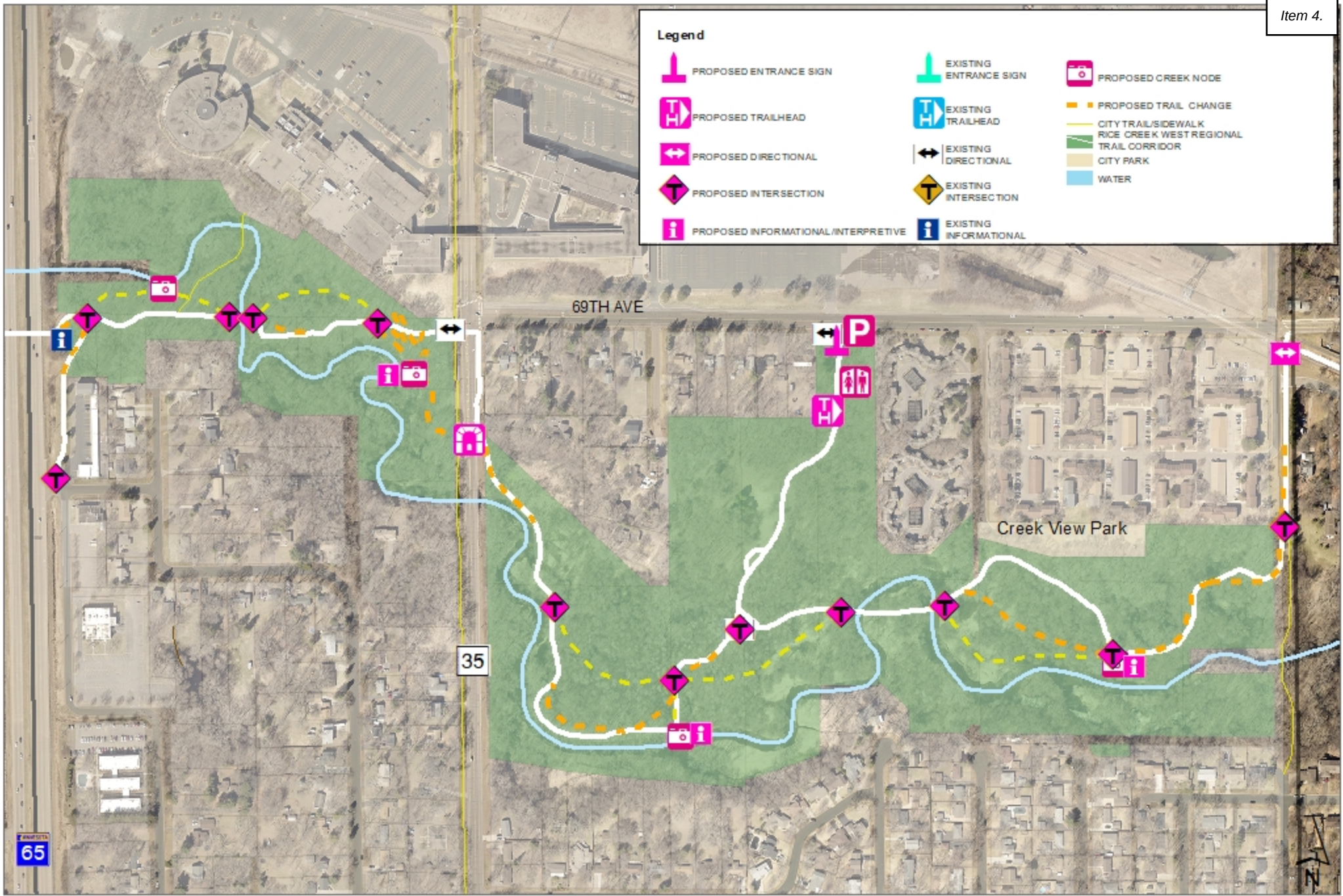
Date: 02/01/2023



0 450 900 Feet

RICE CREEK WEST REGIONAL TRAIL CORRIDOR SIGN PLAN SEGMENT 4

Date: 02/01/2023



RICE CREEK WEST
REGIONAL TRAIL CORRIDOR
SIGN PLAN
SEGMENT 5 & 6

Date: 02/01/2023



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Ryan George, Public Safety Director

Title

Resolution No. 2024-84, Approving and Authorizing the Signing of an Agreement with Northwest Metro 916 Intermediate School District for School Resource Officer Services for 2024-2026

Background

Minnesota Statute § 471.59 allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers. The City of Fridley (City) and the Northwest Metro 916 Intermediate School District (School District) desire to join in mutual efforts to enhance student safety, curb delinquency and crime in the community, and to develop better community understanding of law and law enforcement. The School Resource Officer Program was established and continues to operate at the School District's Metro Heights Academy Area Learning Center located in the City.

The City and the School District recognize the benefits of the School Resource Officer Program to the residents of the City and particularly to the students and staff of Metro Heights Academy Area Learning Center and have determined that it is in the best interests of the City and School District to continue this program.

The agreement has been reviewed by the City Attorney and was approved at the June 5, 2024 School Board meeting.

Financial Impact

This agreement provides for revenue in the amount of \$213,500 to cover the cost of a full-time School Resource Officer for the 2024-2025 and 2025-2026 school terms, and up to \$43,000 for the 2024 and 2025 summer school sessions.

Recommendation

Staff recommend the approval of Resolution No. 2024-84, Approving and Authorizing the Signing of an Agreement with Northwest Metro 916 Intermediate School District for School Resource Officer Services for 2024-2026

Vision Statement

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

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. 2024-84
- Exhibit A: Northwest Metro 916 Intermediate School District School Resource Officer Services Agreement

Vision Statement

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

Resolution No. 2024-84

Approving and Authorizing the Signing of an Agreement with Northwest Metro 916 Intermediate School District for School Resource Officer Services for 2024-2026

Whereas, Minnesota Statute (M.S.) § 471.59 allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers; and

Whereas, M.S §§ 126C.44 and 471.59 authorize a School District to contract with the City in which the school is located to have peace officers provide police liaison services and to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the School District; and

Whereas, the City of Fridley (City) and the Northwest Metro 916 Intermediate School District (School District) desire to join in mutual efforts to enhance student safety, curb delinquency and crime in the community, and to develop better community understanding of law and law enforcement; and

Whereas, the School Resource Officer Program was established and continues to operate at the School District's Metro Heights Academy Area Learning Center located in the City; and

Whereas, the City and the School District recognize the benefits of the School Resource Officer Program to the residents of the City and particularly to the students and staff of Metro Heights Academy Area Learning Center and have determined that it is in the best interests of the City and School District to continue this program.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the agreement with the Northwest Metro 916 Intermediate School District for a School Resource Officer for 2024-2026 and authorizes the Mayor and City Manager or their designee to execute the agreement.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

SCHOOL RESOURCE OFFICER SERVICES AGREEMENT

This School Resource Officer Services Agreement ("**Agreement**") is made and entered between Northwest Metro 916 Intermediate School District, a Minnesota school district {"**School District**"}, and the City of Fridley, a Minnesota municipal corporation ("**City**").

RECITALS

WHEREAS, Minnesota Statutes, sections 126C.44 and 471.59 authorize the School District to contract with the City to have peace officers provide police liaison services and to levy for an appropriate portion of the costs the City incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform police liaison officer duties in the School District;

WHEREAS, the City and the School District desire to join in mutual efforts to enhance student safety, curb delinquency and crime in the community, and to develop better community understanding of law and law enforcement;

WHEREAS, the School Resource Officer Program was established and continues to operate at the School District's Metro Heights Academy Area Learning Center (the "ALC") located in the City of Fridley;

WHEREAS, the City and the School District recognize the benefits of the School Resource Officer Program to the residents of the City and particularly to the students and staff of Metro Heights Academy Area Learning Center and

have determined that it is in the best interests of the City and School District to continue this program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the City and the School District agree as follows:

ARTICLE I
TERM of AGREEMENT and RENEWAL

- 1.1 This Agreement shall commence July 1, 2024 and shall terminate June 30, 2026 ("Term").
- 1.2 This Agreement may be terminated by either party by providing one-hundred eighty (180) days' written notice of termination directed to the other party.
- 1.3 This Agreement may be renewed by written agreement of all of the Parties.

ARTICLE II

SCHOOL RESOURCE OFFICER PROGRAM

- 2.1 The School Resource Officer Program is a joint program between the City and the School District to provide a school resource officer at the Metro Heights Academy Area Learning Center pursuant to the terms of this Agreement.
- 2.2 Through the School Resource Officer Program the parties have committed to a collaborative effort to protect students, faculty and staff, and the ALC school community. The goal of the School Resource Officer Program is to provide a safe learning environment, provide valuable resources to ALC staff, foster positive relationships with youth, and develop strategies to resolve problems with the objective of protecting every student so they can reach their fullest potential.

ARTICLE III

RIGHTS and DUTIES of the CITY

- 3.1 The Public Safety Director of the City of Fridley ("Chief"), shall assign one regularly employed, licensed peace officer to perform School Resource Officer ("SRO") duties at the ALC every day school is in session ("School Day") during the regular school term running September to June as established by the School District ("School Term").

3.2 The SRO shall have the following duties and responsibilities ("SRO Duties"):

3.2.1 Strive to develop and enhance rapport between youth, police officers, ALC faculty and staff, and parents.

3.2.2 Confer with parents, students, neighbors, ALC faculty and staff, and other members of the community regarding pre-delinquent behavior.

3.2.3 Identify problems focused on students by inspecting the ALC area, grounds, and property while being watchful for loiterers and suspicious persons or automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

3.2.4 Conduct investigations within the ALC property and surrounding community, both criminal and other, as deemed necessary by the SRO or between the SRO and ALC faculty and staff by mutual agreement.

3.2.5 Investigate cases as assigned by the Chief or their designee.

These cases will vary in number and complexity thereby requiring flexibility in the hours that the SRO works and requiring a freedom to leave the ALC building at various times.

3.2.6 In the instance of law violations, serve in the normal police officer capacity. That is, the SRO has the obligation to protect life, limb, and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

3.2.7 Work in cooperation with the ALC's principal ("Principal") towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority over students.

3.2.8 Any exceptions to the above must be mutually agreed upon, in writing, by the Chief, the School District, and the Principal.

3.3 During the School Term the SRO shall spend approximately ninety (90%) percent of their time working directly on SRO Duties.

3.3.1 The School District may request that SRO spend additional hours working on SRO Duties, but any such request must be approved by the Chief and the total number of hours per week the SRO spends on SRO Duties shall not exceed 40 hours, unless overtime is requested and authorized in accordance with Section 5.3 below.

3.3.2 Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the ALC. The SRO may be absent from the ALC to attend training or other activities related to their employment as a police officer with the City. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the ALC during School Days.

3.3.3 If the SRO has a planned absence for two (2) or more consecutive School Days, the Chief or their designee will undertake reasonable efforts to ensure the other SROs and police staff are aware of the absence and will assist with coverage. If the absence is longer than five school days, the district and the Public Safety Director or their designee will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO Duties during absences if needed.

3.3.4 The Chief or their designee may temporarily reassign the SRO at times when the ALC is not in session.

3.4 City shall provide SRO with:

3.4.1 A vehicle or mileage reimbursement and all necessary law enforcement equipment, including any necessary electronic devices that are within the City's law enforcement budget. The City is also responsible for providing training and education to all peace officers who are assigned to provide services pursuant to this Agreement.

ARTICLE IV
RIGHTS and DUTIES of the SCHOOL DISTRICT

- 4.1 The School District shall provide the SRO with the materials and facilities necessary to perform SRO Duties at the ALC.
- 4.2 The following materials and facilities are deemed necessary to the performance of the SRO's Duties:
- 4.2.1 Access to a properly lighted private office with a telephone that may be used for general business purposes.
 - 4.2.2 A desk or worktable, a chair, and a filing cabinet that can be properly locked and secured.
 - 4.2.3 Access to an internet connection.
 - 4.2.4 School District shall make training and resources available to SRO as it pertains to juvenile mental health consistent with School District practices and policies.
 - 4.2.5 Data produced or maintained by the SRO related to SRO Duties in this Agreement shall be under the direct control of the School District with respect to the use and maintenance of education records but not as to conflict with the use and maintenance of law

enforcement data. This Section shall be interpreted in accordance with Section 10.3.

ARTICLE V

FUNDING of the SCHOOL RESOURCE OFFICER PROGRAM

5.1 The School District will compensate the City for a portion of the salary, benefits, and transportation costs incurred for the assignment of one (1) SRO for the 2024-2026 School Terms in accordance with the following schedule:

5.1.1 For the 2024-2025 School Term a total of \$150,000 with \$75,000 due and owing on August 15, 2024 and \$75,000 due and owing on February 13, 2025.

5.1.2 For the 2025-2026 School Term a total of \$162,500 with \$81,250 due and owing on August 14, 2025, and \$81,250 due and owing on February 12, 2026.

5.1.3 If the School District would like the services of an SRO for a summer term the school district will pay an additional \$21,500 payable upon the first day of the summer term.

5.2 The City agrees to provide an invoice for payments specified in this Article.

5.2.1 An invoice will be provided for the 2024-2025 School Term by July 15, 2024 and January 13, 2025

5.2.1 An invoice will be provided for the 2025-2026 School Term by July 14, 2025 and January 12, 2026.

5.3 Any overtime hours requested and authorized by either party to this Agreement shall be paid by the party requesting and authorizing the additional overtime hours. If the School District requests and authorizes the overtime hours, the School District will be separately invoiced by the City for the direct salary and related benefits for the overtime hours worked by the assigned SRO. Only the Principal may request and authorize overtime hours on behalf of the School District. Authorizing additional SRO hours is at the sole discretion of the Chief

ARTICLE VI

EMPLOYMENT STATUS of the SCHOOL RESOURCE OFFICER

6.1 The SRO assigned to the ALC shall remain an employee of the City and shall not be an employee of the School District. The School District and the City acknowledge that the SRO shall remain under the direct administration, supervision, and control of the Police Department.

ARTICLE VII

APPOINTMENT of the SCHOOL RESOURCE OFFICER

7.1 The City employee assigned as the SRO must have a minimum of five (S) years of law enforcement service or experience, be a licensed peace officer in good standing, and volunteer to be assigned as the SRO.

7.2 The appointment of the SRO shall be at the discretion of the Chief based upon:

7.2.1 A written application by the employee that outlines his/her qualifications; and

7.2.2 Input and confirmation from the School District and the ALC Principal or the Principal's designee.

7.3 Additional criteria for consideration by the Chief shall include job knowledge, training, education, attitude, and communication skills.

7.4 The School District and the City intend to comply with the requirements of Minnesota Statute section 626.8482,

ARTICLE VIII

DISMISSAL of the SCHOOL RESOURCE OFFICER; REPLACEMENT

8.1 In the event the Principal feels that the SRO is not effectively performing his/her duties and responsibilities, the following process must be followed:

8.1.1 The Principal shall recommend to the Superintendent of the School District that the SRO be removed from the program and shall state the reasons for such a recommendation in writing.

8.1.2 Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or their designee shall provide notice to the Chief or their designee of the Principal's request.

- 8.1.3 The Chief may either immediately appoint a new SRO or, if the Chief desires, the Superintendent and Chief, or their designees, shall meet with the SRO to informally mediate or resolve the issues the Principal identified in their written recommendation. The Superintendent, Chief, Principal, or SRO may request ALC staff members to be present at the informal mediation. Staff may be required to attend at the discretion of the Superintendent.
- 8.1.4 If, within a reasonable amount of time after such informal mediation, the problems identified cannot be resolved or mediated, then the Chief shall remove the current SRO and appoint a replacement.
- 8.2 The Chief may dismiss or reassign the peace officer assigned as the SRO based upon Fridley police department rules, regulations and/or general orders and when it is in the best interest of the parties, the students, and the residents of the City of Fridley.
- 8.3 In the event of the resignation, dismissal, retirement, or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief shall provide a temporary replacement for the SRO within thirty {30} school days of receiving notice of such absence, dismissal, retirement, resignation, or reassignment. As soon as practicable, the Chief shall appoint a permanent replacement for the SRO position.

ARTICLE IX
INDEMNITY and HOLD
HARMLESS

9.1 Each party shall be solely responsible and liable for the acts and omission(s) of its own corporation, officers, employees, officials, agents and representatives. Subject to tort liability limits in and restricted by the tort liability limits stated in Minnesota Statutes Chapter 466, each party shall indemnify, defend, and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from or pertaining to the act(s) or omission(s) of its own corporation, officers, employees, officials, agents and representatives. This indemnity shall apply solely with respect to services provided pursuant to this Agreement. For liability purposes, no School Resource Officer shall be considered to be an officer, employee, official, agent or representative of the School District.

9.2 Nothing contained herein shall be deemed a waiver by the City or School District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and School District and the maximum liability limits provided by Minnesota Statutes Chapter 466. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party. The parties shall be considered a single governmental unit for purposes of any liability calculation, in accordance with Minn. Stat. §471.59, subd. 1a.

- 9.3 The indemnity provisions of Section 9.1 hereof shall not apply to, and the City shall not be responsible for, any liability or expenses incurred by the School District as a result of any willful, wanton or intentional misconduct of the School District, its corporation, officers, employees, officials, agents and representatives.
- 9.4 The indemnity provisions of Section 9.1 hereof shall not apply to, and the School District shall not be responsible for, any liability or expenses incurred by the City as a result of any willful, wanton or intentional misconduct of the City, its corporation, officers, employees, officials, agents and representatives.

ARTICLE X

MISCELLANEOUS PROVISIONS

- 10.1 The City reserves the right to suspend the School Resource Officer Program and reassign the SRO in the event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event for the duration of such an event. The School district agrees that the City's failure to perform or delay the performance of the City's specified duties in the Agreement will not constitute a breach of contract if the failure to perform or delay in the performance of the City's specified duties is due to or caused **by** an event of natural or man-made disaster, civil unrest, terrorism, war, pandemic, or any similar unforeseen event.
- 10.2 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act ("MGDPA"). The parties

recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act ("FERPA"), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to the SRO without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the District's responsibilities under FERPA.

- 10.3 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.
- 10.4 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
- 10.5 This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

10.6 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

10.7 Notice provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, or personal service as indicated below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

10.7.1 Notices to the City shall be addressed to:

Director of Public Safety
FridleyPoliceDepartment
7071 University Ave NE
Fridley, Minnesota 55432

10.7.2 Notices to the School District shall be addressed to:

Superintendent
Northeast Metro 916 Intermediate School District
2540 County Road F East
White Bear Lake, Minnesota 55110

10.8 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

- 10.9 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.
- 10.10 This Agreement embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.
- 10.11 The understandings of Paragraph 10.10 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF FRIDLEY

By

Scott Lund, Mayor _____

Melissa Moore, CityClerk _____

At the direction of the City Council of the City of Fridley at an open public meeting on _____, 2024

DATED this day of NORTHEAST METRO 916 INTERMEDIATE SCHOOL DISTRICT

By

Val Rae Boe, Superintendent

Val Rae Boe on 4/5, 2024

Board Chair: Marilyn Forsberg

Marilyn Forsberg on 6/5, 2024



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Ryan George, Public Safety Director

Title

Resolution No. 2024-85, Approving and Authorizing the Signing of an Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open

Background

Minnesota Statute § 471.59 allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers. The City of Blaine is the host city for the 2024 3M Open golf tournament to be held between July 22, 2024 and July 28, 2024.

The Blaine Police Department (BPD) has requested additional law enforcement personnel to provide the public safety and security measures required for such a large and unique event. The Fridley Police Department (FPD) is willing to provide the services of its law enforcement personnel to assist BPD with event security.

An agreement between the Cities of Blaine and Fridley has been drafted and reviewed. Under the agreement, FPD will provide law enforcement staff to assist with security at the 3M Open. FPD will be reimbursed for law enforcement services provided based upon current hourly extra-duty police security rates. The agreement has been reviewed by the City Attorney.

Financial Impact

The City of Blaine will reimburse the City of Fridley for costs associated with providing law enforcement personnel to assist at the 3M Open.

Recommendation

Staff recommend the approval of Resolution No. 2024-85, Approving and Authorizing the Signing of an Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2024-85
- Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open

Vision Statement

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

Resolution No. 2024-85**Approving and Authorizing the Signing of an Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open**

Whereas, Minnesota Statute § 471.59 allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers; and

Whereas, the City of Blaine is the host city for the 2024 3M Open golf tournament to be held between July 22, 2024 and July 28, 2024; and

Whereas, the Blaine Police Department (BPD) has requested additional law enforcement personnel to provide the public safety and security measures required for such a large and unique event; and

Whereas, the Fridley Police Department (FPD) is willing to provide the services of its law enforcement personnel to assist BPD with event security; and

Whereas, a joint powers agreement between the participating entities has been drafted and reviewed; and

Whereas, BPD will reimburse FPD for costs associated with providing law enforcement personnel to assist at the 3M Open.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby supports the agreement with the City of Blaine for Public Safety Services During the 2024 3M Open.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY
RELATED TO THE 2024 3M OPEN**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2024 3M OPEN (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this ____ day of _____, 2024, by and between the **CITY OF BLAINE, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “BPD”) and **CITY OF FRIDLEY, MINNESOTA**, a municipal corporation, acting through its Police Department (hereinafter referred to as the “Provider”). City, BPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is the host city for the 2024 3M Open to be held on July 22, 2024 – July 28, 2024 and for related events, most of which will take place in the City (hereinafter referred to collectively as the “Event”); and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the BPD with Event security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) and/or Minnesota Statutes Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to the Event to assist the BPD to provide law enforcement and security services (“Services”) during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s resources when, it is considered to be in Provider’s best interest to do so.
- 1.3 Provider’s resources shall be full-time, Licensed Peace Officers and each such

Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:

2.1.1. That each Licensed Peace Officer shall by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and

2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the BPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; and

2.1.3 That unless otherwise provided or requested by the BPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.

2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.

2.3 The Provider agrees as follows:

- 2.3.1 As requested by BPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than thirty (30) days before the Event that includes, but is not limited to, name, rank, agency, badge number, and cell phone number. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and
- 2.3.2. That each Licensed Peace Officer shall be assigned by the BPD, as determined and required by the BPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and
- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider's Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated by BPD.
- 2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
- 2.6 Event staffing levels will be determined by the BPD as the lead law enforcement agency, regardless of the location of the Event.
- 2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records.
- 2.8 The BPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers (LPOs) assigned to the Event.

3. CITY RESPONSIBILITIES

- 3.1 The City and the 3M OPEN FUND will prepare and enter into an “Event Support and Funding Agreement for the 2024 3M Open” (the “Support Agreement”). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Joint Exercise of Powers Agreement (“Agreement”) and for the policy of insurance that will pay for the defense and indemnification of claims filed against the City and each Provider during the term of the Event.
- 3.2 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided by the BPD to the Provider.
- 3.3 The person responsible on behalf of the BPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider’s law enforcement resources, shall be Blaine Police Department Captain Mark Boerboom (hereinafter referred to as the “Coordinator”). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider about this Agreement shall be made directly to the Coordinator or the Coordinator’s designee.
- 3.4 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event.

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the 3M Open Fund pursuant to the Support Agreement.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at Provider’s current hourly rates, not to exceed \$135 per hour.
- 4.3 The BPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Payment Reimbursement Form to the BPD for all undisputed amounts within thirty-five (35) days after receipt of the statement of hours.
- 4.4 For any disputed amounts, the Provider shall provide the BPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen

(15) days after receipt of the statement of hours. The BPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 12 of this Agreement.

5. TERM OF AGREEMENT

5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on July 30, 2024, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6.

6. TERMINATION

6.1 Termination by the City-The City may terminate this Agreement upon providing to the Provider not less than forty-five (45) days advance written notice for any of the reasons stated below:

6.1.1 Cancellation of the 2024 3M Open.

6.1.2 City and 3M Open Fund fail to enter into the Support Agreement.

6.1.3 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.

6.2 Termination by the Provider- the Provider may terminate this Agreement upon providing to the City not less than thirty (30) days advance written notice for any of the reasons stated below:

6.2.1 Cancellation of the 2024 3M Open.

6.2.2 Without cause thirty (30) days prior to the Event.

6.2.3 City and 3M Open Fund fail to enter into the Support Agreement.

6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. AGREEMENT MANAGEMENT

7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(List names)

(List responsibilities)

8. INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 8.1 Insurance Coverage for Event. The 3M Open Fund has purchased a law enforcement liability insurance policy (the “Policy”). The insurance carrier is Arthur J Gallagher Risk Management Services, LLC (the “Insurer”). The Policy will provide primary coverage for claims that each Provider becomes legally obligated to pay as damages due to “bodily injury”, “property damage”, or “personal injury” suffered by third parties. The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Event and during the period in which the Policy is in effect. Each Provider’s Law Enforcement Officers will be covered under the Policy by virtue of the Provider being named an “insured” under the Policy.

8.1.1 The limit of liability for all occurrences (claims) during the coverage period is \$10,000,000.00. The limit of liability for any third-party claim for damage to or loss of personal property is \$2,000,000.00.

8.1.2. The Policy shall be primary insurance and non-contributory to any other valid and collectible insurance available to a Party with respect to any claim arising out of a Party’s performance under this Agreement.

8.1.3 The cost to hire and pay for legal representation to defend the City and any Provider (“defense costs”) are not subject to the limit of the Policy.

8.1.4 The Policy is not subject to the payment of a deductible by the City or by any other Provider.

8.1.5. Each Provider agrees to be bound by the terms and conditions contained in the Policy.

8.1.6 Each Provider agrees that it will cooperate with the insurer and with the City by reasonably and timely responding to the insurer’s request for information or to appear at meetings or judicially mandated hearings.

- 8.2 Insurance as Sole Source for Liability and Indemnity. Each Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the insurance to be procured by the 3M Open Fund.

8.2.1 If a Party’s liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Blaine, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other

Party and the results thereof.

8.2.2 In the unlikely event that the aggregate amount of any one or all claims exceeds the limits of the policies described in paragraph 8.1.1, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Blaine, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.

- 8.3 Further Limitation On Provider Liability. It is understood and agreed that the liability of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.
- 8.4 Provider Workers' Compensation Insurance Required. Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.
- 8.5 Provider Responsible for Own Equipment. Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- 8.6 Provider Rendering First Aid. Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under the Policy.

9. INDEPENDENT CONTRACTORS

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its

Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

10. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

11. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

12. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

13. AMENDMENT OR CHANGES TO AGREEMENT

13.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.

13.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

14. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail,

Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

Mark Boerboom
10801 Town Square Drive
Blaine, MN 55449
mboerboom@Blainemn.gov

To Provider:

Ryan George
7071 University Ave NE
Fridley, MN 55432
Ryan.george@fridleymn.gov

15. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

16. ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

17. MISCELLANEOUS PROVISIONS

- 17.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 8 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.
- 17.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.
- 17.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.
- 17.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this

Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.

17.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF BLAINE

CITY OF FRIDLEY

By: _____
Michelle A Wolfe
Its: City Manager

By: _____
Wally Wysopal
Its: City Manager

Date: _____

Date: _____

By: _____
Tim Sanders
Its: Mayor

By: _____
Scott Lund
Its: Mayor

Date: _____

Date: _____



AGENDA REPORT

Meeting Date: June 24 2024

Meeting Type: City Council

Submitted By: Korrie Johnson, Assistant Finance Director

Title

Resolution No. 2024-89, Approving Gifts, Donations and Sponsorships Received Between May 18, 2024, and June 14, 2024

Background

Each month, the City of Fridley (City) receives various donations and gifts to support City operations, programs and projects. Pursuant to Minnesota Statute § 465.03, the City may accept these donations and gifts for the benefit of residents. For specific donations or gifts, the donor may prescribe certain requirements, such as for a specific activity or department.

Consistent with the abovementioned statute, staff prepared Schedule No. 1 (Exhibit A), which outlines the various donations, gifts and/or sponsorships received by the City between May 18, 2024, and June 14, 2024. To accept the same, the Council must adopt the attached resolution by a two-third majority vote.

Lastly, for each donation, gift or sponsorship, staff ensure it meets an identified need, does not create a quid-pro-quo or long-term maintenance obligation, and the donor received an acknowledgment of their gift through a letter or publication.

Financial Impact

Every donation benefits the City of Fridley's finances.

Recommendation

Staff recommend the approval of Resolution No. 2024-89, Approving Gifts, Donations and Sponsorships Received Between May 18, 2024, and June 14, 2024

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2024-89
- Exhibit A: Schedule No. 1

Vision Statement

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

Resolution No. 2024-89**Approving Gifts, Donations and Sponsorships for the City of Fridley**

Whereas, throughout the year the City of Fridley (City) receives various gifts and donations; and

Whereas, the City is sincerely grateful for the support it receives from an array of organizations and individuals; and

Whereas, without this support, the continuation of different events or programs would be difficult to sustain; and

Whereas, the attached schedule (Exhibit A) lists all of the donations and gifts received by various City departments between May 18, 2024, and June 14, 2024; and

Whereas, all of the items listed on the attached schedule (Exhibit A) are required to be accepted by the City Council by a two-thirds majority vote; and

Whereas, all items have been determined to be donated free of any quid-pro-quo expectation by the donor.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves and accepts the various donations, gifts and sponsorships made between May 18, 2024, and June 14, 2024.

Passed and adopted by the City Council of the City of Fridley this 24th day of June 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Gifts, Donations, and Sponsorships - City of Fridley

Schedule No. 1

Date Received	Department or Division	Program	Donor Name, if not anonymous	Amount/ Value	Fund
12/21/2023	Public Safety - Police	Donation to Safety Camp	Maduro Distributors Inc	\$15,000.00	101
12/29/2023	SNC	SNCF Grant Reimbursement	Xcel Energy	\$7,500.00	270
12/31/2023	Public Safety - Fire	Donation for Fire Prevention Activities	MINCO	\$1,000.00	101
1/3/2024	Public Safety - Police	Donation for 'Night to Unite' Supplies	MINCO	\$1,000.00	101
1/12/2024	SNC	Donation Box Contents	Various	\$190.00	270
1/18/2024	Public Safety - Police	Donation for Patient Memorial	Dawn Fennig	\$600.00	101
1/18/2024	SNC	General Donation	Marvin Kolling	\$25.00	270
1/24/2024	Parks and Recreation	Donation for Winterfest	Fridley Lions Club	\$800.00	101
1/18/2024	Public Safety - Fire	Donation for Patient Memorial	Dawn Fennig	\$600.00	101
1/26/2024	SNC	International Paper Grant Reimbursement (SNCF)	SNCF	\$3,000.00	270
2/2/2024	SNC	Donation Box Contents	Various	\$142.00	270
2/14/2024	SNC	Fireplace Donation at SNC	Springbrook Foundation	\$28,192.30	407
3/1/2024	Parks and Recreation	Memorial Bench	Owen Dupre	\$2,500.00	101
3/8/2024	SNC	Donation Box Contents	Various	\$218.00	270
3/8/2024	Public Safety - Police	General Donation	Denise Larson	\$1,000.00	101
3/21/2024	SNC	Donation Box Contents	Various	\$120.00	270
4/3/2024	Public Safety - Police	Donation to Safety Camp	Fridley Lions Club	\$1,500.00	101
4/5/2024	Public Safety - Police	Donation for Police Department Recruitment	Fridley Lions Club	\$10,000.00	101
4/9/2024	Public Safety - Police	Donation for Police K9 Expenses	Michael/Marilynn Pantera	\$80.00	101
4/18/2024	SNC	Donation Box Contents	Various	\$135.00	270
4/18/2024	SNC	MN Ornithological Union (MOU) Grant	MOU	\$1,751.76	270
4/24/2024	Public Safety - Police	Donation for Police Load Bearing Ballistic Vests	Kooka LLC	\$8,000.00	101
4/30/2024	SNC	Donation Box Contents	Various	\$85.00	270
5/2/2024	SNC	Donation (Osprey Pole)	Gary Bank	\$15,000.00	270
5/3/2024	SNC	Donation Box Contents	Various	\$78.00	270
5/14/2024	Public Safety - Police	General Donation	Friendly Chevrolet	\$500.00	101
5/22/2024	SNC	Donation Box Contents	Various	\$232.00	270
5/24/2024	SNC	Friends of Fridley Education Grant	Friends of Fridley Education	\$2,000.00	270
5/31/2024	SNC	Donation Box Contents	Various	\$400.00	270
6/5/2024	SNC	Donation Box Contents	Various	\$49.00	270
6/14/2024	SNC	General Donation	Charities Aid Foundation America	\$500.00	270

Report to Date Total

\$102,198.06



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Jim Kosluchar, Director of Public Works
 Brandon Brodhag, Assistant City Engineer
 Touyia Lee, Graduate Engineer

Title

Resolution No. 2024-86, Awarding Danube Pond and Farr Lake Pretreatment Project No. 603-60-23102

Background

On Tuesday, June 18 at 9:00 a.m., bids were publicly opened via the virtual bidding platform QuestCDN and Microsoft Teams for the Danube Pond and Farr Lake Pretreatment Project. A total of seven responsive bids were received.

The Danube Pond and Farr Lake Pretreatment Project will improve the water quality of storm water discharged to the Danube Ponds and Farr Lake. The project includes the installation of seven pretreatment drainage structures and other miscellaneous work in the North Innsbruck and Marian Hills neighborhoods.

In March of 2022, the City Council (Council) approved a grant agreement with Rice Creek Watershed District (RCWD). Staff submitted a grant application to the RCWD for the pretreatment structures in the North Innsbruck neighborhood and the RCWD have provided cost-share funding for construction of these structures of up to \$100,000.

In April, the Council approved a grant agreement with the Mississippi Watershed Management Organization (MWMO). Staff prepared a funding request to the MWMO for the pretreatment structure in the Marian Hills neighborhood, and the MWMO have provided funding for construction of this structure of up to \$64,000.

As noted, seven bids were received (Exhibit A). The low bid was received by Rachel Contracting, LLC of Saint Michael, Minnesota in the amount of \$331,474.90. This is 20% lower than the final engineer's estimate of \$ 412,346. The four lowest bids were competitive and within \$48,943.35 of one another. The highest bid received was \$455,332.

The City of Fridley (City) has worked with Rachel Contracting, LLC before, with the most recent project being the demolition of Columbia Arena on the current Civic Campus site in 2015. Staff believe they are a knowledgeable and reputable contractor and will deliver the project within the requisite quality specified in the bid documents.

Vision Statement

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

The resolution requests the bid amount of \$331,474.90. If the Council approves the attached resolution, staff will notify the contractor of the award and issue a notice to proceed to the contractor upon receipt of acceptable submittals. Construction for this project is expected to begin in September with substantial completion in November of this year.

Financial Impact

Funding for this project is derived from several sources including a \$100,000 grant awarded from Rice Creek Watershed District, \$64,000 grant from Mississippi Watershed Management Organization and Storm Utility CIP funds.

Recommendation

Staff recommend the approval of Resolution No. 2024-86, Awarding Danube Pond and Farr Lake Pretreatment Project No. 603-60-23102

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. 2024-86
- Exhibit A – Bid Tabulation

Vision Statement

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

Resolution No. 2024-86

**Awarding Danube Pond and Farr Lake Pretreatment Project
Project No. 603-60-23102**

Whereas, the Danube Pond and Farr Lake Pretreatment Project (Project) is included as part of the City of Fridley's Capital Investment Program (CIP) to provide stormwater treatment; and

Whereas, City staff has worked in partnership with Rice Creek Watershed District (RCWD) and Mississippi Watershed Management Organization (MWMO); and

Whereas, the City has successfully obtained cost-shared funding of \$100,000 from RCWD; and

Whereas, Resolution No. 2022-24 adopted on March 14, 2022 approved a grant agreement with RCWD for the Danube Pond and Farr Lake Pretreatment Project; and

Whereas, the City has successfully obtained cost-shared funding of \$64,000 from MWMO; and

Whereas, Resolution No. 2024-44 adopted on April 8, 2024 approved grant agreement with MWMO for the Danube Pond and Farr Lake Pretreatment Project; and

Whereas, the City has allocated funds in its CIP for the remaining cost of construction through its Storm Water Utility Fund; and

Whereas, on June 18, 2024, electronic bids for the Project were received and read aloud, a bid tabulation was prepared and a lowest responsive bidder was identified.

Now therefore be it resolved, that the City Council of the City of Fridley hereby receives bids per the attached bid tabulation and awards the Danube Pond and Farr Lake Pretreatment Project No. 603-60-23102 to the lowest responsive bidder, Rachel Contracting, LLC of Saint Michael, Minnesota in the amount of \$331,474.90.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

SCHEDULE A: BASE BID				Engineer's Estimate		Rachel Contracting, LLC		Bituminous Roadways Inc.		New Look Contracting, Inc.		Pember Companies, Inc.		St Paul Utilities		Northdale Construction Company, Inc.		Vada Contracting, LLC	
Line Item	Item Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$22,000.00	\$22,000.00	\$14,000.00	\$14,000.00	\$12,500.00	\$12,500.00	\$32,190.00	\$32,190.00	\$30,000.00	\$30,000.00	\$13,787.50	\$13,787.50	\$30,100.00	\$30,100.00
2	REMOVE DRAINAGE STRUCTURE	EA	6	\$800.00	\$4,800.00	\$930.00	\$5,580.00	\$886.00	\$5,316.00	\$1,500.00	\$9,000.00	\$1,350.00	\$8,100.00	\$250.00	\$1,500.00	\$2,000.00	\$12,000.00	\$6,190.00	\$37,140.00
3	REMOVE PIPE SEWERS	LF	10	\$40.00	\$400.00	\$315.00	\$3,150.00	\$42.50	\$425.00	\$100.00	\$1,000.00	\$55.00	\$550.00	\$30.00	\$300.00	\$20.00	\$200.00	\$200.00	\$2,000.00
4	REMOVE CONCRETE CURB & GUTTER	LF	275	\$10.00	\$2,750.00	\$18.60	\$5,115.00	\$9.50	\$2,612.50	\$10.00	\$2,750.00	\$16.25	\$4,468.75	\$16.00	\$4,400.00	\$10.00	\$2,750.00	\$14.80	\$4,070.00
5	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	54	\$5.00	\$270.00	\$2.15	\$116.10	\$4.20	\$226.80	\$8.00	\$432.00	\$4.00	\$216.00	\$6.00	\$324.00	\$2.00	\$108.00	\$2.50	\$135.00
6	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	415	\$10.00	\$4,150.00	\$5.80	\$2,407.00	\$7.30	\$3,029.50	\$8.00	\$3,320.00	\$6.35	\$2,635.25	\$7.00	\$2,905.00	\$5.41	\$2,245.15	\$6.00	\$2,490.00
7	REMOVE BITUMINOUS PAVEMENT	SY	132	\$45.00	\$5,940.00	\$8.50	\$1,122.00	\$7.80	\$1,029.60	\$13.50	\$1,782.00	\$10.25	\$1,353.00	\$17.00	\$2,244.00	\$10.00	\$1,320.00	\$12.50	\$1,650.00
8	REMOVE CONCRETE PAVEMENT	SY	428	\$65.00	\$27,820.00	\$15.50	\$6,634.00	\$9.90	\$4,237.20	\$18.00	\$7,704.00	\$18.00	\$7,704.00	\$19.00	\$8,132.00	\$15.00	\$6,420.00	\$15.60	\$6,676.80
9	STREET SWEEPER (WITH PICKUP BROOM)	HR	25	\$175.00	\$4,375.00	\$173.60	\$4,340.00	\$65.00	\$1,625.00	\$1.00	\$25.00	\$150.00	\$3,750.00	\$250.00	\$6,250.00	\$157.50	\$3,937.50	\$150.00	\$3,750.00
10	AGGREGATE BASE (CV) CLASS 5 (P)	CY	266	\$55.00	\$14,630.00	\$86.00	\$22,876.00	\$49.50	\$13,167.00	\$40.00	\$10,640.00	\$170.00	\$45,220.00	\$35.00	\$9,310.00	\$67.32	\$17,907.12	\$115.00	\$30,590.00
11	6" CONCRETE PAVEMENT (STREET)	SY	428	\$110.00	\$47,080.00	\$135.00	\$57,780.00	\$100.00	\$42,800.00	\$105.00	\$44,940.00	\$93.50	\$40,018.00	\$138.00	\$59,064.00	\$92.40	\$39,547.20	\$162.00	\$69,336.00
12	BITUMINOUS PATCH	SY	120	\$75.00	\$9,000.00	\$76.00	\$9,120.00	\$46.50	\$5,580.00	\$65.00	\$7,800.00	\$88.40	\$10,608.00	\$99.00	\$11,880.00	\$80.33	\$9,639.60	\$92.00	\$11,040.00
13	CONNECT TO EXISTING STORM SEWER	EA	16	\$1,000.00	\$16,000.00	\$1,020.00	\$16,320.00	\$1,130.00	\$18,080.00	\$1,500.00	\$24,000.00	\$2,000.00	\$32,000.00	\$1,700.00	\$27,200.00	\$3,715.00	\$59,440.00	\$1,050.00	\$16,800.00
14	CONSTRUCT DRAINAGE STRUCTURE *SPECIAL (48" MANHOLE)	EA	2	\$25,000.00	\$50,000.00	\$15,660.00	\$31,320.00	\$24,500.00	\$49,000.00	\$23,000.00	\$46,000.00	\$15,000.00	\$30,000.00	\$25,000.00	\$50,000.00	\$25,208.00	\$50,416.00	\$27,000.00	\$54,000.00
15	CONSTRUCT DRAINAGE STRUCTURE *SPECIAL (60" MANHOLE)	EA	4	\$30,000.00	\$120,000.00	\$18,800.00	\$75,200.00	\$23,930.00	\$95,720.00	\$25,500.00	\$102,000.00	\$17,900.00	\$71,600.00	\$30,000.00	\$120,000.00	\$27,279.00	\$109,116.00	\$28,750.00	\$115,000.00
16	CONSTRUCT DRAINAGE STRUCTURE *SPECIAL (72" MANHOLE)	EA	1	\$35,000.00	\$35,000.00	\$43,050.00	\$43,050.00	\$52,650.00	\$52,650.00	\$50,000.00	\$50,000.00	\$40,550.00	\$40,550.00	\$53,500.00	\$53,500.00	\$48,534.00	\$48,534.00	\$32,950.00	\$32,950.00
17	CURB & GUTTER DESIGN INTEGRAL	LF	275	\$40.00	\$11,000.00	\$33.50	\$9,212.50	\$51.00	\$14,025.00	\$55.00	\$15,125.00	\$64.15	\$17,641.25	\$35.00	\$9,625.00	\$47.25	\$12,993.75	\$38.75	\$10,656.25
18	REPAIR/REPLACE PET FENCE IRRIGATION SYSTEM	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
19	REMOVAL, TEMPORARY INSTALLATION & REINSTALLATION OF MAILBOXES	EA	1	\$250.00	\$250.00	\$420.00	\$420.00	\$142.00	\$142.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$100.00	\$100.00	\$630.00	\$630.00	\$1,499.95	\$1,499.95
20	TRAFFIC CONTROL	LS	1	\$15,000.00	\$15,000.00	\$3,920.00	\$3,920.00	\$14,500.00	\$14,500.00	\$7,500.00	\$7,500.00	\$13,700.00	\$13,700.00	\$3,500.00	\$3,500.00	\$12,600.00	\$12,600.00	\$6,000.00	\$6,000.00
21	STORM DRAIN INLET PROTECTION	EA	19	\$175.00	\$3,325.00	\$158.00	\$3,002.00	\$159.00	\$3,021.00	\$175.00	\$3,325.00	\$130.00	\$2,470.00	\$150.00	\$2,850.00	\$300.02	\$5,700.38	\$200.00	\$3,800.00
22	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	579	\$5.00	\$2,895.00	\$2.50	\$1,447.50	\$2.50	\$1,447.50	\$5.00	\$2,895.00	\$4.00	\$2,316.00	\$6.00	\$3,474.00	\$2.31	\$1,337.49	\$6.00	\$3,474.00
23	COMMON TOPSOIL BORROW	CY	44	\$55.00	\$2,420.00	\$60.00	\$2,640.00	\$48.00	\$2,112.00	\$75.00	\$3,300.00	\$165.00	\$7,260.00	\$25.00	\$1,100.00	\$53.34	\$2,346.96	\$161.00	\$7,084.00
24	FERTILIZER TYPE 3 (350 LB/AC)	LB	17	\$3.00	\$51.00	\$11.20	\$190.40	\$11.50	\$195.50	\$10.00	\$170.00	\$10.00	\$170.00	\$12.00	\$204.00	\$10.50	\$178.50	\$10.00	\$170.00
25	SEEDING	AC	0	\$10,000.00	\$500.00	\$2,260.00	\$113.00	\$2,270.00	\$113.50	\$10,000.00	\$500.00	\$12,000.00	\$600.00	\$2,300.00	\$115.00	\$2,100.00	\$105.00	\$20,000.00	\$1,000.00
26	SEED MIXTURE 25-151 (200 LB/AC)	LB	10	\$5.00	\$50.00	\$11.20	\$112.00	\$11.50	\$115.00	\$10.00	\$100.00	\$39.00	\$390.00	\$12.00	\$120.00	\$10.50	\$105.00	\$10.00	\$100.00
27	HYDRAULIC BONDED FIBER MATRIX (3500 LB/AC)	LB	164	\$10.00	\$1,640.00	\$7.85	\$1,287.40	\$8.00	\$1,312.00	\$10.00	\$1,640.00	\$9.50	\$1,558.00	\$11.00	\$1,804.00	\$7.35	\$1,205.40	\$5.00	\$820.00
Bid Total:					\$412,346.00		\$331,474.90		\$349,482.10		\$362,448.00		\$380,418.25		\$412,901.00		\$417,570.55		\$455,332.00



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Jim Kosluchar, Director of Public Works
 Brandon Brodhag, Assistant City Engineer
 Carl Lind, Graduate Engineer

Title

Resolution No. 2024-87, Awarding 2024 Americans with Disabilities Act Improvement Project No. 24-800

Background

On Tuesday, June 18 at 9:30 a.m., bids were publicly opened via the virtual bidding platform QuestCDN and Microsoft Teams for the 2024 Americans with Disabilities Act (ADA) Improvements Project No. 24-800. A total of six responsive bids were received.

The 2024 ADA Improvements Project No. 24-800 is identified within the City of Fridley's (City) 2024-2028 Capital Investment Program (CIP) and includes the reconstruction of 20 accessible pedestrian ramps and other miscellaneous work in accordance with the City's ADA Transition Plan, adopted in 2019.

As noted, six bids were received (Exhibit A). The low bid was received by Concrete Idea Inc. of Maple Lake, MN in the amount of \$156,746.50. This is 33% lower than the final engineer's estimate of \$232,917.50. The three lowest bids were competitive and within \$32,856.50 of one another and the four lowest bids were within \$61,092. Of the six bids, the high bid received was \$274,459.

The City has previously worked with Concrete Idea Inc. but not in recent years. Staff believe they are a knowledgeable and reputable contractor and will deliver the project within the requisite quality specified in the bid documents.

The resolution requests the bid amount of \$156,746.50. If the City Council approves the attached resolution, staff will notify the contractor of the award and issue a notice to proceed to the contractor upon receipt of acceptable submittals. Construction for this project is expected to begin in July with substantial completion in November of this year.

Financial Impact

Funding for this project is derived from Capital Investment Program (CIP) funds identified for ADA Improvements.

Vision Statement

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

Recommendation

Staff recommend the approval of Resolution No. 2024-87, Awarding 2024 American with Disabilities Act Improvement Project No. 24-800.

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. 2024-87 Awarding 2024 Americans with Disabilities Act Improvement Project No. 24-800
- Exhibit A – Bid Tabulation

Vision Statement

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

Resolution No. 2024-87

Awarding 2024 Americans with Disabilities Act Improvement Project No. 24-800

Whereas, the City of Fridley (City) is committed to breaking down barriers for residents and to be a fair, inclusive and equitable community in its practices, programs and services; and

Whereas, as a provider of public transportation services and programs, the City must comply with accessibility standards for public pedestrian facilities as set forth by the Americans with Disabilities Act (ADA), enacted on July 26, 1990; and

Whereas, the City has developed and adopted an ADA Transition Plan (Plan) to systematically evaluate, inventory, maintain, and construct accessible pedestrian facilities within the public right-of-way; and

Whereas, the Plan identifies pedestrian facility network goals of 25% compliance in priority areas by 2024 and 50% network compliance by 2029; and

Whereas, since the Plan was adopted in 2019, the City has programmed, budgeted and constructed pedestrian facility improvements as identified in the City's Capital Investment Program (CIP); and

Whereas, the 2024 ADA Improvements Project No. 24-800 (Project) is identified within the City's 2024-2028 CIP and includes the reconstruction of 20 accessible pedestrian ramps throughout the City; and

Whereas, on June 18, 2024, electronic bids for the Project were received and read aloud, a bid tabulation was prepared and a lowest responsive bidder was identified.

Now therefore be it resolved, that the City Council of the City of Fridley hereby receives bids per the attached bid tabulation and awards the 2024 ADA Improvements Project No. 24-800 to the lowest responsive bidder, Concrete Idea Inc. of Maple Lake, MN in the amount of \$156,746.50.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Line Item	Item Description	Unit	Quantity	Engineer's Estimate		Concrete Idea Inc		Q3 Contracting, Inc.		Create Construction LLC		New Look Contracting, Inc.		Pember Companies, Inc.		Goodmanson Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1.00	\$ 15,000.00	\$ 15,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,923.88	\$ 2,923.88	\$ 14,000.00	\$ 14,000.00	\$ 23,000.00	\$ 23,000.00	\$ 27,700.00	\$ 27,700.00	\$ 9,000.00	\$ 9,000.00
2	Remove Casting	EA	1	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 751.21	\$ 751.21	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 135.00	\$ 135.00	\$ 500.00	\$ 500.00
3	Salvage Sign Type C	EA	7	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ 123.95	\$ 867.65	\$ 100.00	\$ 700.00	\$ 100.00	\$ 700.00	\$ 50.00	\$ 350.00	\$ 250.00	\$ 1,750.00
4	Sawing Bituminous Pavement (Full Depth)	LF	855	\$ 5.00	\$ 4,275.00	\$ 4.00	\$ 3,420.00	\$ 4.51	\$ 3,856.05	\$ 6.50	\$ 5,557.50	\$ 5.50	\$ 4,702.50	\$ 3.65	\$ 3,120.75	\$ 2.00	\$ 1,710.00
5	Remove Concrete Curb & Gutter	LF	721	\$ 15.00	\$ 10,815.00	\$ 5.00	\$ 3,605.00	\$ 15.02	\$ 10,829.42	\$ 5.00	\$ 3,605.00	\$ 10.00	\$ 7,210.00	\$ 14.10	\$ 10,166.10	\$ 15.00	\$ 10,815.00
6	Remove Concrete Valley Gutter	LF	46	\$ 15.00	\$ 690.00	\$ 15.00	\$ 690.00	\$ 7.51	\$ 345.46	\$ 5.00	\$ 230.00	\$ 10.00	\$ 460.00	\$ 16.85	\$ 775.10	\$ 15.00	\$ 690.00
7	Remove Bituminous Pavement	SY	314	\$ 15.00	\$ 4,710.00	\$ 18.00	\$ 5,652.00	\$ 20.28	\$ 6,367.92	\$ 45.00	\$ 14,130.00	\$ 18.00	\$ 5,652.00	\$ 14.65	\$ 4,600.10	\$ 25.00	\$ 7,850.00
8	Remove Concrete Walk	SY	198	\$ 15.00	\$ 2,970.00	\$ 9.00	\$ 1,782.00	\$ 28.68	\$ 5,678.64	\$ 36.00	\$ 7,128.00	\$ 18.00	\$ 3,564.00	\$ 21.50	\$ 4,257.00	\$ 25.00	\$ 4,950.00
9	Remove Brick Pavers	SF	200	\$ 10.00	\$ 2,000.00	\$ 5.00	\$ 1,000.00	\$ 2.46	\$ 492.00	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 5.80	\$ 1,160.00	\$ 40.00	\$ 8,000.00
10	Common Excavation (P)	CY	65	\$ 60.00	\$ 3,900.00	\$ 25.00	\$ 1,625.00	\$ 75.12	\$ 4,882.80	\$ 50.00	\$ 3,250.00	\$ 50.00	\$ 3,250.00	\$ 95.00	\$ 6,175.00	\$ 100.00	\$ 6,500.00
11	Aggregate Base (CV) Class 5	CY	65	\$ 50.00	\$ 3,250.00	\$ 25.00	\$ 1,625.00	\$ 26.88	\$ 1,747.20	\$ 50.00	\$ 3,250.00	\$ 100.00	\$ 6,500.00	\$ 95.00	\$ 6,175.00	\$ 75.00	\$ 4,875.00
12	Bituminous Patch Special - Street	SY	161	\$ 75.00	\$ 12,075.00	\$ 111.00	\$ 17,871.00	\$ 64.67	\$ 10,411.87	\$ 100.00	\$ 16,100.00	\$ 115.00	\$ 18,515.00	\$ 187.75	\$ 30,227.75	\$ 100.00	\$ 16,100.00
13	Bituminous Patch Special - Driveway/Trail (3.0" Thick)	SY	102	\$ 75.00	\$ 7,650.00	\$ 111.00	\$ 11,322.00	\$ 57.56	\$ 5,871.12	\$ 60.00	\$ 6,120.00	\$ 55.00	\$ 5,610.00	\$ 97.80	\$ 9,975.60	\$ 150.00	\$ 15,300.00
14	Adjust Frame & Ring Casting	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 2,564.39	\$ 10,257.56	\$ 300.00	\$ 1,200.00	\$ 1,400.00	\$ 5,600.00	\$ 715.00	\$ 2,860.00	\$ 2,500.00	\$ 10,000.00
15	Casting Assembly	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 834.21	\$ 834.21	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 9,700.00	\$ 9,700.00	\$ 2,000.00	\$ 2,000.00
16	Install Casting	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,707.79	\$ 1,707.79	\$ 350.00	\$ 350.00	\$ 1,250.00	\$ 1,250.00	\$ 660.00	\$ 660.00	\$ 2,000.00	\$ 2,000.00
17	4" Concrete Walk	SF	367	\$ 15.00	\$ 5,505.00	\$ 6.50	\$ 2,385.50	\$ 6.85	\$ 2,513.95	\$ 8.00	\$ 2,936.00	\$ 8.50	\$ 3,119.50	\$ 10.85	\$ 3,981.95	\$ 40.00	\$ 14,800.00
18	6" Concrete Walk	SF	2523	\$ 25.00	\$ 63,075.00	\$ 13.00	\$ 32,799.00	\$ 12.07	\$ 30,452.61	\$ 13.50	\$ 34,060.50	\$ 13.50	\$ 34,060.50	\$ 13.00	\$ 32,799.00	\$ 28.00	\$ 70,644.00
19	Drill & Grout Reinforcement Bar (Epoxy Coated)	EA	203	\$ 17.50	\$ 3,552.50	\$ 5.00	\$ 1,015.00	\$ 14.33	\$ 2,908.99	\$ 25.00	\$ 5,075.00	\$ 23.00	\$ 4,669.00	\$ 7.35	\$ 1,492.05	\$ 50.00	\$ 10,150.00
20	Concrete Curb & Gutter Design B618	LF	637	\$ 40.00	\$ 25,480.00	\$ 45.00	\$ 28,665.00	\$ 54.08	\$ 34,448.96	\$ 33.00	\$ 21,021.00	\$ 28.00	\$ 17,836.00	\$ 68.25	\$ 43,475.25	\$ 45.00	\$ 28,665.00
21	Concrete Curb Design V6	LF	70	\$ 40.00	\$ 2,800.00	\$ 45.00	\$ 3,150.00	\$ 47.09	\$ 3,296.30	\$ 32.00	\$ 2,240.00	\$ 68.00	\$ 4,760.00	\$ 44.75	\$ 3,132.50	\$ 40.00	\$ 2,800.00
22	8" Concrete Valley Gutter	SY	6	\$ 175.00	\$ 1,050.00	\$ 110.00	\$ 660.00	\$ 123.07	\$ 738.42	\$ 100.00	\$ 600.00	\$ 175.00	\$ 1,050.00	\$ 138.70	\$ 832.20	\$ 500.00	\$ 3,000.00
23	Truncated Domes	SF	384	\$ 80.00	\$ 30,720.00	\$ 45.00	\$ 17,280.00	\$ 62.11	\$ 23,850.24	\$ 50.00	\$ 19,200.00	\$ 95.00	\$ 36,480.00	\$ 77.00	\$ 29,568.00	\$ 20.00	\$ 7,680.00
24	Repair/Replace Pet Fence Irrigation System	LS	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	Traffic Control	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,810.49	\$ 3,810.49	\$ 11,500.00	\$ 11,500.00	\$ 8,000.00	\$ 8,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00
26	Traffic Control - Temporary Pedestrian Access Route	LS	1.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 882.66	\$ 882.66	\$ 2,750.00	\$ 2,750.00	\$ 750.00	\$ 750.00	\$ 4,400.00	\$ 4,400.00	\$ 7,500.00	\$ 7,500.00
27	Install Sign Type C	EA	7	\$ 250.00	\$ 1,750.00	\$ 100.00	\$ 700.00	\$ 307.73	\$ 2,154.11	\$ 250.00	\$ 1,750.00	\$ 400.00	\$ 2,800.00	\$ 320.00	\$ 2,240.00	\$ 100.00	\$ 700.00
28	Storm Drain Inlet Protection	EA	16	\$ 200.00	\$ 3,200.00	\$ 50.00	\$ 800.00	\$ 152.63	\$ 2,442.08	\$ 250.00	\$ 4,000.00	\$ 175.00	\$ 2,800.00	\$ 135.00	\$ 2,160.00	\$ 350.00	\$ 5,600.00
29	Site Restoration	EA	20	\$ 500.00	\$ 10,000.00	\$ 150.00	\$ 3,000.00	\$ 305.58	\$ 6,111.60	\$ 250.00	\$ 5,000.00	\$ 550.00	\$ 11,000.00	\$ 685.00	\$ 13,700.00	\$ 500.00	\$ 10,000.00
Bid Total:					\$ 232,917.50		\$ 156,746.50		\$ 182,435.19		\$ 189,603.00		\$ 217,838.50		\$ 267,818.35		\$ 274,459.00



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2024-88, Approving Claims for the Period Ending June 20, 2024

Background

Attached is Resolution No. 2024-88 and the claims report for the period ending June 20, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-88, Approving Claims for the Period Ending June 20, 2024.

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. 2024-88, Approving Claims for the Period Ending June 20, 2024
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-88**Approving Claims for the Period Ending June 20, 2024**

Whereas, Minnesota Statute § 412.271 generally requires the City Council to review and approve claims for goods and services prior to the release of payment; and

Whereas, a list of such claims for the period ending June 20, 2024, was reviewed by the City Council.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the payment of the claims as presented.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Bank Transaction Report

Transaction Detail

Issued Date Range: 06/06/2024 - 06/20/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
06/07/2024		DFT0005008	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-819.98
06/07/2024		DFT0005009	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,475.66
06/07/2024		DFT0005010	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-19,394.73
06/07/2024		DFT0005011	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4,594.92
06/07/2024		DFT0005013	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-374.40
06/07/2024		DFT0005015	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4,391.71
06/07/2024		DFT0005016	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-2,660.66
06/07/2024		DFT0005017	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-46,927.03
06/07/2024		DFT0005018	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
06/07/2024		DFT0005019	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-62,415.24
06/07/2024		DFT0005020	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-125.00
06/07/2024		DFT0005021	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-2,325.00
06/07/2024		DFT0005022	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-600.00
06/07/2024		DFT0005023	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-5,572.80
06/07/2024		DFT0005024	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-900.00
06/07/2024		DFT0005025	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-47,801.92
06/07/2024		DFT0005026	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-17,379.06
06/07/2024		DFT0005027	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-25,532.61
06/07/2024		DFT0005028	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-55,111.01
Bank Draft Total: (19)							-298,566.19
Check							
06/07/2024	06/04/2024		38	Payroll	Cleared	Check	0.00
06/12/2024			24RESTORE INC	Accounts Payable	Outstanding	Check	-10,630.20
06/12/2024			ACOUSTICS ASSOCIATES INC	Accounts Payable	Outstanding	Check	-1,565.15
06/12/2024			ALLINA HEALTH SYSTEM	Accounts Payable	Outstanding	Check	-22,900.00
06/12/2024			AMYS CLASSIC CONFECTIONS DBA FLAMINGOS	Accounts Payable	Outstanding	Check	-194.00
06/12/2024			ANOKA COUNTY PROP RECORDS/TAXATION	Accounts Payable	Outstanding	Check	-1,000.00
06/12/2024			ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-152.86
06/12/2024			ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	-140.02
06/12/2024			BEAUDRY OIL & PROPANE	Accounts Payable	Outstanding	Check	-12,690.41
06/12/2024			BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-182.00
06/12/2024			BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-580.75
06/12/2024			BREDEMUS HARDWARE CO INC	Accounts Payable	Outstanding	Check	-785.42
06/12/2024			BROUNSTEIN, GABRIELLE	Accounts Payable	Outstanding	Check	-63.85
06/12/2024			CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-11,136.02

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/12/2024			CERDA, ANNA	Accounts Payable	Outstanding	Check	-54.98
06/12/2024			CERES ENVIRONMENTAL INC	Accounts Payable	Outstanding	Check	-275.00
06/12/2024			CERTIFIED LABORATORIES	Accounts Payable	Outstanding	Check	-844.86
06/12/2024			CMT JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-4,558.75
06/12/2024			COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-31,186.05
06/12/2024			COSTAR REALTY INFORMATION	Accounts Payable	Outstanding	Check	-449.35
06/12/2024			COVERTTRACK GROUP INC	Accounts Payable	Outstanding	Check	-1,200.00
06/12/2024			CRANDELL, FRANK	Accounts Payable	Outstanding	Check	-100.00
06/12/2024			CUSTOM DRYWALL	Accounts Payable	Outstanding	Check	-1,427.40
06/12/2024			CUSTOM TRUCK ONE SOURCE LP	Accounts Payable	Outstanding	Check	-159,500.00
06/12/2024			DELL MARKETING LP	Accounts Payable	Outstanding	Check	-4,800.94
06/12/2024			EBERT COMPANIES	Accounts Payable	Outstanding	Check	-1,380.01
06/12/2024			ENTERPRISE FM TRUST	Accounts Payable	Outstanding	Check	-41,130.88
06/12/2024			Void Check	Accounts Payable	Voided	Check	0.00
06/12/2024			FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-5,078.45
06/12/2024			FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-162.91
06/12/2024			GARY CARLSON EQUIPMENT CO	Accounts Payable	Outstanding	Check	-709.50
06/12/2024			GOPHER STATE ONE-CALL INC	Accounts Payable	Outstanding	Check	-380.70
06/12/2024			HEALTH PARTNERS	Accounts Payable	Outstanding	Check	-1,996.00
06/12/2024			HIPERLINE / R & H PAINTING LLC	Accounts Payable	Outstanding	Check	-15,286.30
06/12/2024			HIRERIGHT LLC	Accounts Payable	Outstanding	Check	-45.60
06/12/2024			HOFFMAN BROS. SOD	Accounts Payable	Outstanding	Check	-433.75
06/12/2024			HOME DEPOT CREDIT SERVICES	Accounts Payable	Outstanding	Check	-67.59
06/12/2024			INSTRUMENTAL RESEARCH INC	Accounts Payable	Outstanding	Check	-384.00
06/12/2024			JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-3,100.00
06/12/2024			LAKE RESTORATION INC	Accounts Payable	Outstanding	Check	-1,955.00
06/12/2024			LANDSCAPE STRUCTURES	Accounts Payable	Outstanding	Check	-262,157.08
06/12/2024			LANGUAGE LINE SERVICES INC	Accounts Payable	Outstanding	Check	-796.79
06/12/2024			LEPAGE & SONS	Accounts Payable	Outstanding	Check	-1,275.25
06/12/2024			LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	-162.09
06/12/2024			MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-56.67
06/12/2024			MADDEN GALANTER HANSEN LLP	Accounts Payable	Outstanding	Check	-64.50
06/12/2024			METERING & TECHNOLOGY SOLUTIONS	Accounts Payable	Outstanding	Check	-2,211.64
06/12/2024			METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-527.80
06/12/2024			METRO-INET	Accounts Payable	Outstanding	Check	-4,964.00
06/12/2024			METROPOLITAN COUNCIL	Accounts Payable	Outstanding	Check	-453,647.56
06/12/2024			MINN HWY SAFETY/RESEARCH-MHSRC	Accounts Payable	Outstanding	Check	-510.00
06/12/2024			MINNESOTA ROADWAYS	Accounts Payable	Outstanding	Check	-284.80
06/12/2024			NARDINI FIRE EQUIPMENT CO	Accounts Payable	Outstanding	Check	-440.00
06/12/2024			NORTHLAND CONCRETE & MASONRY COMPANY	Accounts Payable	Outstanding	Check	-498.47
06/12/2024			NYKANEN, ANDREW	Accounts Payable	Outstanding	Check	-5,830.40
06/12/2024			ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-1,855.00
06/12/2024			OUVERSON SEWER & WATER	Accounts Payable	Outstanding	Check	-5,500.00

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/12/2024			PAINTING BY NAKASONE INC	Accounts Payable	Outstanding	Check	-8,271.65
06/12/2024			PETERSON COMPANIES INC	Accounts Payable	Outstanding	Check	-12,460.00
06/12/2024			PREMIUM WATERS INC	Accounts Payable	Outstanding	Check	-95.89
06/12/2024			QP MARKETING	Accounts Payable	Outstanding	Check	-1,369.15
06/12/2024			RED CEDAR STEEL ERECTORS	Accounts Payable	Outstanding	Check	-8,268.99
06/12/2024			ROADKILL ANIMAL CONTROL	Accounts Payable	Outstanding	Check	-103.00
06/12/2024			ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-700.00
06/12/2024			ROSENBAUER MINNESOTA LLC	Accounts Payable	Outstanding	Check	-1,630.32
06/12/2024			SCHIFSKY & SONS INC	Accounts Payable	Outstanding	Check	-3,968.19
06/12/2024			SCHOLL, JEFFREY	Accounts Payable	Outstanding	Check	-76.49
06/12/2024			STAR TRIBUNE	Accounts Payable	Outstanding	Check	-243.32
06/12/2024			STEPP MANUFACTURING CO INC	Accounts Payable	Outstanding	Check	-9,294.26
06/12/2024			STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-20,896.43
06/12/2024			SUMMIT COMPANIES	Accounts Payable	Outstanding	Check	-4,092.80
06/12/2024			TAHO SPORTSWEAR	Accounts Payable	Outstanding	Check	-265.75
06/12/2024			TESSMAN COMPANY	Accounts Payable	Outstanding	Check	-415.20
06/12/2024			TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-334.00
06/12/2024			TRAFTON, BEN	Accounts Payable	Outstanding	Check	-212.42
06/12/2024			TRUGREEN-CHEMLAWN	Accounts Payable	Outstanding	Check	-12,784.47
06/12/2024			UPPER MIDWEST ATHLETIC CONSTRUCTION INC	Accounts Payable	Outstanding	Check	-1,550.00
06/12/2024			VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	-6,492.10
06/12/2024			VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-1,934.92
06/12/2024			VERSATERM PUBLIC SAFETY US INC	Accounts Payable	Outstanding	Check	-41,532.00
06/12/2024			VESTIS	Accounts Payable	Outstanding	Check	-626.25
06/12/2024			WILD CAT CLEANING SERVICES LLC	Accounts Payable	Outstanding	Check	-9,079.00
06/12/2024			WILLIAM E YOUNG CO INC	Accounts Payable	Outstanding	Check	-1,100.00
06/12/2024			XCEL ENERGY	Accounts Payable	Outstanding	Check	-63.21
06/12/2024			YALE MECHANICAL INC	Accounts Payable	Outstanding	Check	-262.00
06/20/2024			ADVANCE AUTO PARTS / CARQUEST	Accounts Payable	Outstanding	Check	-11.03
06/20/2024			ANCOM COMMUNICATIONS INC	Accounts Payable	Outstanding	Check	-376.00
06/20/2024			ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-3,263.03
06/20/2024			ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	-194.04
06/20/2024			AT & T WIRELESS SERVICE	Accounts Payable	Outstanding	Check	-650.00
06/20/2024			BATTERIES PLUS	Accounts Payable	Outstanding	Check	-25.15
06/20/2024			BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	-165.58
06/20/2024			BOND TRUST SERVICES CORP	Accounts Payable	Outstanding	Check	-1,425.00
06/20/2024			CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-1,853.42
06/20/2024			CENTRAL ROOFING COMPANY	Accounts Payable	Outstanding	Check	-780.00
06/20/2024			CENTURY LINK	Accounts Payable	Outstanding	Check	-1,233.52
06/20/2024			CIVICPLUS	Accounts Payable	Outstanding	Check	-507.34
06/20/2024			COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-445.65
06/20/2024			COMO LUBE & SUPPLIES INC	Accounts Payable	Outstanding	Check	-260.00
06/20/2024			ECOSAFE ZERO WASTE USA INC	Accounts Payable	Outstanding	Check	-226.24

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/20/2024			EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	-52,427.49
06/20/2024			FINANCE AND COMMERCE INC	Accounts Payable	Outstanding	Check	-320.00
06/20/2024			FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-136.95
06/20/2024			FOUR ACE PRODUCTIONS % BRIAN RICHARDS	Accounts Payable	Outstanding	Check	-295.00
06/20/2024			GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-880.29
06/20/2024			GREGERSON ROSOW JOHNSON & NILAN LTD	Accounts Payable	Outstanding	Check	-46.94
06/20/2024			HAGEN CHRISTENSEN & MCILWAIN ARCH	Accounts Payable	Outstanding	Check	-3,232.46
06/20/2024			HAWKINS INC	Accounts Payable	Outstanding	Check	-2,019.18
06/20/2024			HYDRAULIC SPECIALTY CO	Accounts Payable	Outstanding	Check	-234.46
06/20/2024			INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-1,184.14
06/20/2024			INTL CODE COUNCIL INC	Accounts Payable	Outstanding	Check	-941.00
06/20/2024			JAMF SOFTWARE LLC	Accounts Payable	Outstanding	Check	-2,200.00
06/20/2024			JOHNSON, KORRIE	Accounts Payable	Outstanding	Check	-160.00
06/20/2024			LANDSCAPE STRUCTURES	Accounts Payable	Outstanding	Check	-99,948.84
06/20/2024			LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-224,602.14
06/20/2024			LEPAGE & SONS	Accounts Payable	Outstanding	Check	-14.17
06/20/2024			MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-781.00
06/20/2024			MALONE, TOM	Accounts Payable	Outstanding	Check	-1,106.00
06/20/2024			MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-25.00
06/20/2024			MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-172.14
06/20/2024			METERING & TECHNOLOGY SOLUTIONS	Accounts Payable	Outstanding	Check	-3,332.00
06/20/2024			MICHELS UTILITY SERVICES INC	Accounts Payable	Outstanding	Check	-932.00
06/20/2024			MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	-854.12
06/20/2024			MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	-273.00
06/20/2024			MINN OCCUPATIONAL HEALTH	Accounts Payable	Outstanding	Check	-678.12
06/20/2024			MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-38.65
06/20/2024			NORTH CENTRAL INTERNATIONAL	Accounts Payable	Outstanding	Check	-289.40
06/20/2024			NORTHSTAR SEARCH & RESCUE	Accounts Payable	Outstanding	Check	-250.00
06/20/2024			ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-1,662.25
06/20/2024			PALADIN TECHNOLOGIES (USA) INC	Accounts Payable	Outstanding	Check	-45,737.06
06/20/2024			PARK CONSTRUCTION COMPANY	Accounts Payable	Outstanding	Check	-104,947.26
06/20/2024			PETERSON COMPANIES INC	Accounts Payable	Outstanding	Check	-70,112.98
06/20/2024			PIONEER RIM & WHEEL COMPANY	Accounts Payable	Outstanding	Check	-260.84
06/20/2024			POSTMASTER	Accounts Payable	Outstanding	Check	-6,000.00
06/20/2024			QUADIENT LEASING USA INC	Accounts Payable	Outstanding	Check	-1,316.79
06/20/2024			REDPATH AND COMPANY LLC	Accounts Payable	Outstanding	Check	-26,500.00
06/20/2024			REPUBLIC SERVICES #899	Accounts Payable	Outstanding	Check	-36,983.31
06/20/2024			RESPEC	Accounts Payable	Outstanding	Check	-8,288.44
06/20/2024			REVSPRING INC	Accounts Payable	Outstanding	Check	-6,770.59
06/20/2024			ROY C INC / ASSA ABLOY	Accounts Payable	Outstanding	Check	-220.00
06/20/2024			RUFFRIDGE JOHNSON EQUIP CO INC	Accounts Payable	Outstanding	Check	-246.16
06/20/2024			SCHIFSKY & SONS INC	Accounts Payable	Outstanding	Check	-241.38
06/20/2024			SHRED RIGHT	Accounts Payable	Outstanding	Check	-62.65

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/20/2024			SOLLER, MATTHEW	Accounts Payable	Outstanding	Check	-104.42
06/20/2024			ST PAUL AREA ASSC OF REALTORS/SPAAR	Accounts Payable	Outstanding	Check	-138.75
06/20/2024			STANDARD INSURANCE COMPANY (LIFE)	Accounts Payable	Outstanding	Check	-1,899.55
06/20/2024			STANDARD INSURANCE COMPANY LTD/STD	Accounts Payable	Outstanding	Check	-7,521.99
06/20/2024			STREICHER'S	Accounts Payable	Outstanding	Check	-439.99
06/20/2024			SUBURBAN TIRE WHOLESALE INC	Accounts Payable	Outstanding	Check	-723.84
06/20/2024			TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-334.00
06/20/2024			T-MOBILE	Accounts Payable	Outstanding	Check	-50.00
06/20/2024			UNITED TACTICAL SYSTEMS DBA PEPPERBALL	Accounts Payable	Outstanding	Check	-549.00
06/20/2024			UNIVERSITY OF MINNESOTA	Accounts Payable	Outstanding	Check	-450.00
06/20/2024			VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-480.12
06/20/2024			VESTIS	Accounts Payable	Outstanding	Check	-455.67
06/20/2024			WEST SHORE SERVICES	Accounts Payable	Outstanding	Check	-1,100.00
06/20/2024			WINBERG COMPANIES LLC	Accounts Payable	Outstanding	Check	-254,053.22
06/20/2024			XCEL ENERGY	Accounts Payable	Outstanding	Check	-35,162.91
06/20/2024			ESTATE OF ALICE RUTH IRWIN	Utility Billing	Outstanding	Check	-72.52
06/20/2024			MARLENE L STEICHEN	Utility Billing	Outstanding	Check	-253.91
06/20/2024			JENNIFER GUERIN	Utility Billing	Outstanding	Check	-209.92
06/20/2024			JEFFREY HEDLUND	Utility Billing	Outstanding	Check	-65.10
06/20/2024			BRUCE THIELGES	Utility Billing	Outstanding	Check	-97.90
06/20/2024			DIETER WISELOGEL	Utility Billing	Outstanding	Check	-36.72
06/20/2024			JOHN KELZENBERG	Utility Billing	Outstanding	Check	-58.81
06/20/2024			BRUCE YANG	Utility Billing	Outstanding	Check	-33.27
06/20/2024			MOORE LKE OFFPRK C#42	Utility Billing	Outstanding	Check	-83.96
06/20/2024			VAUGHN R VESALL	Utility Billing	Outstanding	Check	-69.18
06/20/2024			SOON JHA LEE	Utility Billing	Outstanding	Check	-143.41
06/20/2024			ANDREW MILLER & COURTNEY ROLFE	Utility Billing	Outstanding	Check	-243.16
06/20/2024			MARCO AUCAPINA CARPIO	Utility Billing	Outstanding	Check	-124.60
06/20/2024			LORETTA DAY	Utility Billing	Outstanding	Check	-56.14
06/20/2024			ESTATE OF BARBARA MCDUGALL	Utility Billing	Outstanding	Check	-54.73
06/20/2024			BRADLEY & MARY BARKER	Utility Billing	Outstanding	Check	-28.86
06/20/2024			DONALD GREENWALDT	Utility Billing	Outstanding	Check	-237.60
06/20/2024			FELIX VOLZING	Utility Billing	Outstanding	Check	-213.30
06/20/2024			BENJAMIN & AMINTA GEISLER	Utility Billing	Outstanding	Check	-157.56
06/20/2024			SAFIA ADAN ABDI	Utility Billing	Outstanding	Check	-5.33
06/20/2024			NEIL W HYATT	Utility Billing	Outstanding	Check	-43.87
06/20/2024			TOMMY BOONE	Utility Billing	Outstanding	Check	-15.07
06/20/2024			ESTATE OF ERIC CHRISTOPHERSON	Utility Billing	Outstanding	Check	-17.10
06/20/2024			FREDERICK HAUGH	Utility Billing	Outstanding	Check	-37.58
06/20/2024			CHAN & MICHAEL YOUNG	Utility Billing	Outstanding	Check	-100.02
06/20/2024			WILLIAM B HOLM	Utility Billing	Outstanding	Check	-190.53
06/20/2024			MARLEN & JERALDINE MILLER	Utility Billing	Outstanding	Check	-37.25
06/20/2024			SHEILA CARLSON	Utility Billing	Outstanding	Check	-9.58

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/20/2024			PARK CONSTRUCTION	Utility Billing	Outstanding	Check	-80.48
06/20/2024			STEPHANIE MOORES	Utility Billing	Outstanding	Check	-9.60
06/20/2024			RONI OLIVEIRA	Utility Billing	Outstanding	Check	-326.31
Check Total: (189)							-2,252,149.59
Check Reversal							
06/20/2024			ALEX PRO FIREARMS LLC Reversal	Accounts Payable	Outstanding	Check Reversal	2,565.50
Check Reversal Total: (1)							2,565.50
EFT							
06/07/2024		943	FRIDLEY POLICE ASSOCIATION-PY only	Accounts Payable	Outstanding	EFT	-204.00
06/07/2024		944	FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-100.00
06/07/2024		EFT0000215	Payroll EFT	Payroll	Outstanding	EFT	-397,135.46
06/07/2024		EFT0000216	Payroll EFT	Payroll	Outstanding	EFT	-476.38
EFT Total: (4)							-397,915.84
EFT Reversal							
06/07/2024		R-49635	R-49635	Payroll	Outstanding	EFT Reversal	476.38
EFT Reversal Total: (1)							476.38
Report Total: (214)							-2,945,589.74

Summary

Bank Account	Count	Amount
0000100479 City of Fridley	214	-2,945,589.74
Report Total:	214	-2,945,589.74

Cash Account	Count	Amount
No Cash Account	2	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	212	-2,945,589.74
Report Total:	214	-2,945,589.74

Transaction Type	Count	Amount
Bank Draft	19	-298,566.19
Check	189	-2,252,149.59
Check Reversal	1	2,565.50
EFT	4	-397,915.84
EFT Reversal	1	476.38
Report Total:	214	-2,945,589.74



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer
Brandon Brodhag, Assistant City Engineer

Title

Resolution No. 2024-83, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21

Background

Pursuant to Minnesota Statue § 429.021 and City Charter § 8.03, the City Council (Council) may finance certain public improvement projects using special assessments. Generally, special assessments are a form of tax levied by a local government against a property that benefits from the improvement(s). To further govern this process, the Council also adopted Fridley City Code Chapter 207 (Assessments) and a Roadway Major Financing Policy.

Consistent with these regulations, the Council followed the below process for the use of special assessments regarding the 53rd Avenue Trail and Walk Improvement (Project) No. ST-2023-21:

- Ordered the preliminary report, plans and specifications (Resolution No. 2022-81);
- Received the preliminary report, called for a public hearing (Resolution No. 2022-144);
- Conducted the public hearing (Monday, January 9, 2023);
- Accepted feasibility report, ordered the final plans and specifications, called for bids (Resolution No. 2023-03); and
- Receive bids and awarded contract to Park Construction Company of Fridley, MN (June 26, 2023).

Based on the construction costs, the proposed special assessment for Project No. ST-2023-21 will include 35 properties totaling approximately \$164,912. Benefitting property owners will be permitted to repay the applicable amount over a 10 year period at an interest rate of 4.90%.

Financial Impact

The Adopted 2023 and 2024 Budgets included and anticipated the use of the above-mentioned special assessments to support Project No. ST-2023-21.

Vision Statement

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

Recommendation

Staff recommend the Council approve Resolution No. 2024-83, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21

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. 2024-83
- Public Hearing Notice

Vision Statement

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

Resolution No. 2024-83**Declaring Costs to be Assessed, Ordering the Preparation of the Proposed Assessment Roll and Directing Publication of a Public Hearing Notice for 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21**

Whereas, a contract has been let for 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21 and the contract priced for such improvement is \$2,170,512, and the additional expenses incurred or to be incurred in the making of such improvement amount to an estimated amount of \$139,303 so that the estimated total cost of the improvement will be \$2,198,594; this project was cost shared with Columbia Heights (\$1,065,798) which nets to an expected total cost of \$1,132,795 and

Whereas, by resolution passed by the Fridley City Council (Council) on June 24, 2024, the City Clerk, with the assistance of the City Engineer and City Treasurer, was directed to prepare a proposed assessment of the cost of 53rd Avenue Trail and Walk Improvements Project No. ST-2023-21; and

Whereas, the City Clerk, with the assistance of the City Engineer and City Treasurer, has notified the Council that such proposed assessment has been completed and filed by their office for public inspection.

Now, therefore be it resolved, by the City Council of the City of Fridley, Minnesota:

1. The portion of the cost of such improvement to be paid by the City is hereby estimated to be \$1,132,795 and the portion of the cost to be assessed against benefited property owners is estimated to be \$164,912 for an estimated total cost of \$1,297,707.
2. Assessments shall be payable in installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January, 2025 and shall bear interest at the rate of 4.90 percent per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer and City Treasurer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and they shall file a copy of such proposed assessment in their office for public inspection.

Be it further resolved:

1. A hearing shall be held at 7:00 p.m. on July 22, 2024, in the City Hall located at 7071 University Avenue NE to pass upon such proposed assessment. All persons owning

property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk, with the assistance of the City Engineer and City Treasurer, is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official publication at least two weeks prior to the hearing and they shall state in the notice the total cost of the improvement. They shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County, make one payment of at least \$100, to the City of Fridley; no interest shall be charged if the entire assessment is paid by November 15, 2024.

Upon receipt of any such prepayment, the City Clerk, with the assistance of the City Treasurer, shall note the same upon the records of the City, credit the payee therefore, and reduce the assessment as originally made in the amount of the prepayment received. The balance remaining shall then be noted as the amount due and may then be certified to the county together with and as a part of the assessment roll in which the original amount due was contained.

A property owner may at any time, thereafter, pay to the City of Fridley the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 15.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**City of Fridley, Anoka County, Minnesota
Public Hearing**

Notice is hereby given that the City Council of the City of Fridley will conduct a public hearing at 7:00 p.m. on July 22, 2024, in the City Council Chambers at 7071 University Avenue NE, to consider, and possibly adopt, the proposed assessment for the following improvements:

**53rd Avenue Trail and Walk Improvements Project (ST-2023-21): Assess 10 years @ 4.90%
Interest, \$164,912.00**

23-30-24-33-0001	23-30-24-34-0079	23-30-24-43-0061	26-30-24-22-0025
23-30-24-33-0002	23-30-24-34-0102	23-30-24-43-0062	26-30-24-22-0026
23-30-24-33-0085	23-30-24-34-0104	23-30-24-43-0063	26-30-24-22-0027
23-30-24-33-0086	23-30-24-43-0054	23-30-24-43-0064	26-30-24-22-0028
23-30-24-33-0110	23-30-24-43-0056	26-30-24-22-0001	26-30-24-22-0046
23-30-24-33-0111	23-30-24-43-0057	26-30-24-22-0005	26-30-24-22-0111
23-30-24-34-0036	23-30-24-43-0058	26-30-24-22-0022	26-30-24-22-0112
23-30-24-34-0048	23-30-24-43-0059	26-30-24-22-0023	26-30-24-22-0114
23-30-24-34-0049	23-30-24-43-0060	26-30-24-22-0024	

The proposed assessment rolls are on file for public inspection at the City Clerk's Office. Notices are being mailed to all property owners.

Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a signed, written objection is filed with the City Clerk prior to the hearing or is presented to the presiding officer at the hearing. The City Council may, upon such notice, consider any objection to the amount of a proposed individual assessment at an adjourned meeting, upon such further notice to the affected property owners, as it deems advisable.

A property owner who has properly objected to the assessment may appeal an assessment to district court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or City Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or City Clerk.

The City of Fridley has adopted Resolution No. 14-1995 deferring special assessment payments for senior citizens. The City Council may defer the payment of special assessments for any homestead property owned by a person 65 years of age or older, or for persons retired due to permanent and total disability for which it would be a hardship to make the payments.

Mayor Scott J. Lund

Publish: July 1, 2024



AGENDA REPORT

Meeting Date: June 24, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-90, Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project

Background

In 2023, the City of Fridley (City) was allocated bond funding through state General Obligation (GO) bonds through the Local Road Improvement Program for design engineering for the 57th Avenue Overpass of BNSF Northtown Yards. The \$4 million in funding includes allocations for permitting preparation and utility coordination to provide a shovel-ready project and allow the City to maximize opportunities to obtain additional federal or state funding for the near \$30 million estimated construction cost.

Kimley-Horn has been our civil engineer working on this project to prepare a preliminary design enabling acquisition of right-of-way for the project, and therefore have been selected to prepare the permitting, coordination, and final design for the project. Their scope of services is attached. We have worked closely with them to maximize the work under this scope of services, including design of a roundabout at 57th Avenue and Main Street, which will be funded by the GO bond.

Task 4, Funding Assistance, will not be eligible for GO bond funding and will be funded by the City directly or through an alternate grant program. Also, portions of Task 12, Right of Way Services, that is directly attributable to right of way acquisition will not be eligible. Parcel sketches are included as eligible for GO bond funding, while direct purchase and appraisals would be funded by the City.

The Force Account agreement with MnDOT is attached as well, which sets requirements for the design. The proposed scope of services conforms with this agreement.

The full scope of services is well within the GO bond allocation, and so it is possible that the legislature would approve reallocation of this toward construction of the project once design is complete. Staff will ensure that this is considered at that time. We anticipate the design will be completed in the spring of 2025.

Vision Statement

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

Financial Impact

\$2,300,079 of funding for this project will be reimbursed to the City by state General Obligation bonds through the LRIP program. The City may have to contribute up to \$130,000 for the remaining tasks that are ineligible for bond funding (grant applications and right-of-way acquisition).

Recommendation

Staff recommends the approval of Resolution No. 2024-90, Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project

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. 2024-90 Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project
- Draft Force Account Agreement for 57th Avenue Overpass of BNSF Northtown Yards
- Professional Services Proposal for 57th Avenue Overpass of BNSF Northtown Yards
- 2023 LRIP Earmark Letter from MnDOT

Vision Statement

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

Resolution No. 2024-90

Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project

Whereas, the City of Fridley (City) and Fridley Housing and Redevelopment Authority (HRA) have identified the 57th Avenue Overpass of BNSF Northtown Yards as a priority capital project that benefits the state, county, city, and region; and

Whereas, the HRA has funded preliminary design and development of the project in coordination with the City to assist with acquisition of required rights-of-way; and

Whereas, the HRA and City were successful in providing funding of permitting, utility coordination, and final design through a \$4,000,000 allocation of General Obligation bonds in the 2023 legislative session, with the State of Minnesota recognizing the regional importance of this project; and

Whereas, the City has developed a scope of services with its consultant engineer, Kimley-Horn, to accomplish permitting, utility coordination, and final design; and

Whereas, this scope of services is within the allocation of funding by GO bonds through the MnDOT Local Road Improvement Program (LRIP); and

Whereas, the scope of services conforms to the requirement of the MnDOT Force Account agreement, a draft of which is attached; and;

Whereas, the City had included the project in its Capital Investment Program;

Now therefore be it resolved, that the City Council of the City of Fridley hereby approves the Scope of Services for Design Engineering of the 57th Avenue Overpass of BNSF Northtown Yards and the associated MnDOT Force Account Agreement.

Passed and adopted by the City Council of the City of Fridley this 24th day of June, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



S.A.P. XXX-XXX-XXX

Street Names: 57th Avenue

County/City: Anoka / Fridley

LOCATION: 57th Avenue from East River Road to 200' east of Main Street

Type of Work: Environmental Analysis, Preliminary Engineering and Final Design

The City of Fridley (hereinafter the agency) hereby requests authority to hire consultants to furnish Environmental Analysis, Preliminary Engineering and Final Design to be reimbursed by Local Road Improvement Program (LRIP) funds up to a cap of \$4,000,000, for the above referenced project. The agency agrees:

- (A) Performance of the work will be in accordance with all applicable state laws and MnDOT and City rules, regulations, and policies.
- (B) That all necessary work not itemized in the attached documents, or covered by an approved supplemental agreement, will be performed as incidental work without additional compensation.
- (C) The final payment of LRIP will be based on actual cost of approved consultant invoices.
- (D) LRIP Funds are not available until the Local Road Improvement Program Grant Agreement is fully executed.

The agency further requests that payment of State Aid funds be made in accordance with the current Rules for State Aid Operations, Chapter 8820.

City / County Engineer

MINNESOTA DEPARTMENT OF TRANSPORTATION

APPROVED:

Date

District State Aid Engineer

Date

Director
State Aid For Local Transportation



April 3, 2024

Mr. Jim Kosluchar, P.E.
Public Works Director / City Engineer
City of Fridley
400 71st Avenue NE
Fridley, MN 55432

**Re: Professional Services Proposal for 57th Avenue Overpass of BNSF Northtown Yards
Fridley, MN**

Dear Mr. Kosluchar:

Kimley-Horn is pleased to submit this revised proposal to the City of Fridley for the 57th Avenue Overpass of BNSF Northtown Yards. This proposal supersedes the proposal dated September 22, 2023.

Project Understanding

The City of Fridley has been planning for over a decade to construct a 57th Avenue overpass of the BNSF Northtown Yards to create a new transportation connection between East River Road and Main Street to address local and regional traffic demand in the area. Based on the 2014 East River Road study the City has developed a geometric layout, acquired and preserved right-of-way and has worked with BNSF to get agreement on the bridge concept for the overpass. In addition, the City has worked with Xcel Energy to identify the adjustments to the overhead transmission lines and has worked with the Metropolitan Council of Environmental Services (MCES) to identify the approval process for constructing bridge foundations in the vicinity of the sanitary sewer interceptor. The City has been successful in securing \$4M in State capital investment funding for design of the project and is actively pursuing USDOT capital construction grants for the estimated \$26M construction cost.

Project Approach

The 57th Avenue Overpass project is a complex curved steel girder bridge that has to be designed in close cooperation with the BNSF Railroad, Xcel Energy and MCES to gain their approvals for construction. The critical path items for the project are as follows:

- **BNSF Plan Review of Bridge and Aerial Easement Agreement.** BNSF has approved the general plan and elevation (GPE) for the proposed bridge, which included evaluating bridge pier location within the railyard, stating areas for cranes and evaluation of radio communications impacts. The GPE plan will be the basis for advancing the bridge design and for BNSF to develop the aerial easement agreement. Coordination with BNSF will be critical to keep the project moving forward and getting approvals / permits in a timely manner.
- **BNSF Communications Mitigation.** As part of BNSF's GPE review it was identified that railroad communications would be impacted by the bridge and new BNSF communications equipment will need to be installed by BNSF. We will need to work with BNSF to coordinate the locations and size of the communications equipment to mitigate the impact and get timely input from BNSF to keep the project on schedule.

- **BNSF 77th Ave At-Grade Railroad Crossing Closure.** As a separate project, the City will close the 77th Ave at-grade railroad crossing in order to satisfy the BNSF's condition for approval of the new 57th Ave overpass. Kimley-Horn can complete this work as an additional service.
- **Xcel Energy Transmission Line Adjustment.** Based on utility coordination with Xcel Energy during concept development, the overhead transmission lines will need to be raised to provide adequate clearance above the new bridge. This process will take time and coordination needs to start as soon as possible.
- **MCES Interceptor Encroachment Evaluation.** MCES has a 96" RCP sanitary sewer interceptor in the BNSF right-of-way. Coordination with MCES during concept development indicated the bridge pier would be close to the interceptor. The line will need to be located, likely by test holes or some other high quality level of utility locating, to assure the interceptor won't create delays during bridge construction activities in the BNSF right-of-way. We will need to work with MCES early in the project to accurately locate the interceptor and get approval of the bridge pier foundation construction methods.
- **Acquisition of Remaining Right-of-Way.** The City is leading all right-of-way acquisition and is close to having all needed right-of-way secured. The City will need to finalize remaining right-of-way acquisition or determine if condemnation might be required. Condemnation would potentially delay the project.
- **Secure Construction Funding.** During design we will need to continue to seek funding for construction. State Bonds, Congressional Directed Spending and Regional Solicitation are all sources of funds that should be applied for before the end of 2023.
- **Prepare Draft Environmental Document.** Assuming Federal funds are secured for construction, the NEPA process needs to be followed during design so that the project is eligible to use Federal funding. Since the federal funding amount for this project is likely over \$6 million and involves the construction of a new overpass, it is unlikely that the project can be processed as a Categorical Exclusion (CE) NEPA document; therefore, we have assumed that an Environmental Assessment is the appropriate class of action for this project. Based on recent experience working on projects without federal aid (but anticipated), it is unlikely that this project would be reviewed by MnDOT State Aid for Local Transportation (SALT) nor the Federal Highway Administration (FHWA). Thus, our approach for pushing the NEPA process along includes coordinating the class of action with SALT/FHWA and drafting an EA to be completed when federal funding is obtained.

These are the key elements to our project approach. The specific tasks we will need to complete to achieve these goals and deliver construction documents are listed in the following section.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management

This task consists of administration of the contract, monthly invoicing, coordination between the City and design team members and quality control and quality assurance functions. We will develop and update an Action Item tracking spreadsheet that can be openly edited and shared between Kimley-Horn and City staff, reducing coordination time, improving flexibility to track and develop action items, and providing the City with current quality control and assurance that action items are being completed in a diligent manner.

Task 2 – Coordination Meetings

We anticipate monthly Project Management Team meetings where City staff and consultant team can coordinate activities, communicate expectations and make decisions. We assume up to 10 PMT meetings. We anticipate the following meetings will be required:

- Property Owner Meetings: Up to 5 meetings with property owners to discuss issues and concerns specific to their property
- City Council Meetings: Up to 2 City Council meetings
- Utility Coordination Meetings: Up to 3 Utility Coordination meetings and coordination time with existing private utility owners. See Task 10 for additional meetings and coordination time for the Xcel overhead power lines, MCES interceptor, and railroad equipment.
- Anoka County Coordination Meetings: Up to 3 coordination meetings and coordination time with Anoka County for the design of a roundabout at Main St and 57th Ave.

Task 3 – Public Involvement

The two main components of the public involvement plan will be hosting two open house meetings and a public engagement website.

Kimley-Horn will attend, provide material, and document information for two in person open house meetings that will share project information and gather feedback from the public. We propose offering open house meetings to coincide with the preliminary and final design. Kimley Horn will provide the City with a one page mailer or post card for mailing ahead of the open houses. We have assumed that City staff will be responsible for printing, compiling, and mailing the material to residents.

Kimley-Horn will create an interactive feedback map for this project using our proprietary mapping software, PublicCoordinate, to make it easier to solicit feedback from the community, especially if we want to share and collect public feedback. This mapping tool offers enhanced capabilities such as comment input, language translation, toggling between multiple project alternatives and base maps, ADA web accessibility, custom branding, survey integration, is mobile-friendly, and so much more. This will be particularly effective in conjunction with each open house, when we are asking people for input on design considerations, existing barriers, and location-specific items. For more information, visit www.publiccoordinate.com. Following the online engagement, we will document and summarize all comments that are received.

Task 4 – Funding Assistance

Kimley-Horn will assist the City prepare project information for State Bond request, Congressional Direct Spending request and will prepare a 2023 Metropolitan Council Regional Solicitation application.

Task 5 – Supplemental Topographic Survey

Task 5.1 – Topographic Survey

We will hire a survey subconsultant to perform a supplemental topographic survey that covers 300 ft in all directions of the centerline intersection of 57th Ave. NE and Main St. Work to consist of the following

- Field gathering of cross sections and topography at 50 ft intervals for the entire project.
- Cross Sections to include shots on existing centerline, edge of bituminous, top of curb, sidewalks, and extend to existing platted right of way
- Cross Sections to include street low / high points, visible improvements, driveway location and materials
- Field locate intersections and side streets 50 feet back from closest gutter line, sidewalk and ped ramp locations and existing layout
- Coordinate a Gopher One Locate and field locate underground markings
- Field locate visible utility boxes and poles
- Field locate existing trees within existing right of way and include species and caliper
- Field locate existing storm sewer rims and inverts, sanitary sewer rims, and locate visible water main improvements

Task 5.2 – Legal Descriptions

The survey subconsultant will prepare exhibits with legal descriptions for proposed right of way and / or permanent, temporary, and drainage & utility easements. We will furnish proposed linework in CAD format and county datum.

Task 5.3 – Locate MCES Interceptor

A specialty survey subconsultant will locate the existing MCES sanitary sewer interceptor, from the existing manhole upstream of the proposed bridge to the existing manhole downstream of the existing bridge, approximately 2,500', using LIDAR and will provide a point cloud to Kimley-Horn. Kimley-Horn will correlate the point cloud information with the existing manholes that have been surveyed in order to locate the MCES interceptor in the area of the bridge.

Task 6 – Geotechnical Information

Task 6.1 – Bridge Exploration

We will hire a geotechnical subconsultant to perform one geotechnical boring intended for bridge pier design. The boring will be located in BNSF right-of-way, so subconsultant will obtain railroad permit and insurance, and may take months from notice to proceed to subconsultant able to proceed with services. The report will evaluate H-pile and drilled shaft foundation options and will provide recommendations.

Task 6.2 – Retaining Wall Parameter Analysis

The geotechnical subconsultant will perform six geotechnical borings, for a total of 330' total feet of drilling, including bridge boring. The report will evaluate embankment settlement and MSE wall options.

Task 6.3 – Pavement Recommendations

The geotechnical subconsultant will perform one geotechnical boring to 20' depth for pavement recommendations. Laboratory testing will be performed on soil samples obtained to determine soil parameters required for pavement design.

Task 6.4 – Phase 1 Environmental Site Assessment

The geotechnical subconsultant will perform a phase 1 environmental site assessment in accordance with ASTM E1527. These services will be provided along the proposed 57th Ave corridor, from East River Road to Main Street.

Task 7 – Traffic Study

Kimley-Horn will complete a traffic study that will document the existing operations, design year operations, and safety issues. The traffic study will help confirm the proposed design of the project provides acceptable operations and assist in the evaluation of alternatives.

Task 7.1 – Data Collection

The data collection effort will include collecting traffic counts of the vehicle mix (cars, trucks, bus), pedestrian, and bicycle movements at the intersection of Main St NE and 57th Ave NE. The collection of the vehicle mix will be important in determining the design vehicle (most common vehicle on the route) and the control vehicle (largest vehicle the route can accommodate). Data will be collected over the AM peak period (6am to 9am) and the PM peak period (3pm to 6pm) during a normal working day.

In addition to the traffic count data, the following items will also be collected:

- Posted speeds
- Existing roadway geometric information (number of lanes, lane width, taper rates).

Task 7.2 – Safety Analysis

A safety analysis will be completed to document the intersection crash rates and crash severity rates for the most recent 5 year period of available data. The rates will be compared with the Minnesota average crash rates for similar facilities, to statistically measure roadway safety, and identify specific safety improvements.

Task 7.3 -- Traffic Operational Analysis

Kimley-Horn will complete traffic operational analysis at the Main St NE and 57th Ave NE intersection. The intersection will be analyzed for existing year traffic volumes, no build (design year traffic volumes), and selected build alternative (design year traffic volumes) using Synchro/SimTraffic (Rodel for the Roundabout) for both the AM and PM peak hour. The existing year model will be validated based on observations made during site visits. Level of Service and delay will be determined along with average and 95th percentile queue lengths for existing conditions and the no build and build alternatives. The County will provide Kimley-Horn with forecast volumes to use for the no build and build design year traffic operational analysis.

The operational analysis for the build scenario will assist in the refinement of the roadway geometric design. Kimley-Horn will use the model outputs to determine what geometric and operational design elements need to be adjusted to achieve an acceptable geometric design and acceptable traffic operations.

Deliverables: An Intersection Control Evaluation (ICE) Report will be completed to document the existing operations analysis, design year build and no build traffic operations analysis, and crash analysis. The Intersection Control Evaluation will be completed to determine the most appropriate intersection traffic control device.

Task 8 – Environmental Process

Task 8.1 – Class of Action Coordination

Kimley-Horn will coordinate with MnDOT SALT/FHWA on the anticipated Class of Action for the project. Up to two meetings are anticipated. One meeting would introduce the purpose and need, preferred alternative, and anticipated environmental impacts. The second meeting would discuss the class of action and involvement of agencies prior to obtaining federal funding.

Task 8.2 – Draft Environmental Assessment

Kimley-Horn will prepare a draft EA document with sections describing the purpose and need, the preferred alternative, anticipated impact to social, economic, and environmental impacts, and public engagement efforts. Since federal funding is not available, the impact analysis will be conducted utilizing desktop resources only (i.e., no resource agency coordination). The draft EA will include the following elements:

- A project need statement which will focus on existing transportation problems that is driving project development. The project purpose statement will summarize the project objectives and goals for addressing the project needs.
- A description of the preferred alternative that demonstrates the project purpose and need are being met
- A desktop analysis of social, economic, and environmental impacts that are typically covered in an EA, including:
 - Development of a project site map that includes key features discussed in EA.
 - Identify anticipated permits, approvals, and governmental agency reviews that may be required prior to construction of the project.
 - Identify land uses and zoning classifications and analyze any potential conflicts between the project and existing surrounding land uses, including parks, trails, floodplains, shoreland zones, and prime and unique farmlands. Aerial photos will be used to estimate the existing percentages of cover types versus the anticipated percentages of cover types after the proposed project is completed.
 - Assess project impacts related to geology, soils, and topography/landforms. The assessment will include a review of publicly available data from the USGS, the National Resource Conservation Service Soil Survey, the Minnesota Geological Survey, and other appropriate agencies regarding the potential for such resources and the potential for significant impacts to them.
 - Identify and map aquatic resources including wetlands, streams, rivers, lakes, or other waterbodies in the project area; analyze any proposed alteration of aquatic resources and document the alternatives development and evaluation process including wetland avoidance and minimization efforts.
 - Identify existing wells through a search of the Minnesota Department of Health's Minnesota Well Index and describe potential impacts/mitigation.
 - Review mapped 100-year floodplains and determine potential impacts associated with the preferred alternative, including a floodplain finding if there are floodplain impacts.

- Analyze the quantity and quality of site stormwater runoff before and after the project is constructed and the project's approach for stormwater management.
- Identify the potential for dewatering activities to occur during construction and how they will be managed.
- Review MPCA What's In My Neighborhood database to determine the potential for contamination hazards to be encountered on the project.
- Document the following information as part of the fish/wildlife habitat, plant communities, and sensitive ecological areas review:
 - Identify any existing fish/wildlife habitat, plant communities, and sensitive ecological areas located on or near the project through the use existing data.
 - Identify potential impacts to these resources and features.
- Review publicly available data pertaining to known historic properties and evaluate the project's effect on these resources.
- Evaluate and summarize visual impacts and mitigation.
- Identify and summarize any impacts to air quality.
- Evaluate and summarize noise impacts and mitigation.
- Evaluate and summarize traffic impacts and mitigation.
- Evaluate the potential cumulative impacts of the build alternative through review of publicly available capital improvement programs
- Analyze the social impacts and provide a summary for social impacts and environmental justice that includes the following:
 - Obtain demographic data for the project area and analyze the data to determine if the project will cause substantial adverse impacts to a community or neighborhood in the project area.
 - Note if any categories of people uniquely sensitive to transportation will be unduly impacted. Identify and document community facilities that will be impacted by the proposed project.
 - Provide background information on the environmental justice executive order, document project area demographics and how they compare to city/county demographics and summarize adverse and beneficial impacts.
 - The analysis and text will need to make a conclusion if the preferred alternative will result in adverse impacts being disproportionately borne by low-income or minority populations.
- Identify and document impacts to pedestrian and bicycle facilities.
- Prepare text for anticipated losses to economic activity in the project area. Identify any businesses that will be impacted by the project and possible mitigation strategies during construction.
- Identify the potential amount of right-of-way that is needed for the project and the number of parcels along the corridor that will be impacted by the need for additional right-of-way. Provide a discussion of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24. Include discussion of relocation assistance and replacement housing/business location availability.
- Document that no 4(f) or 6(f) properties will be affected by the preferred alternative.
- A summary of completed and/or planned engagement activities completed for the project

Task 9 – Preliminary Plans (30% Design)

Task 9.1 – Preliminary Bridge Design

Using the Concept Plans (10% design) submitted to the City and BNSF Railroad in December 2021, we will perform concept refinement based upon continued coordination, updated information, and review comments to be provided by the railroad. Upon approval of the Concept Plans by the railroad, we will advance preliminary bridge design, geotechnical coordination, and cost estimating in support of 30% plans to be submitted to MnDOT State Aid Bridge Office and BNSF Railroad (Phase B – 30% Plans Submittal) for review and comment. The bridge design will adhere to the current American Association of State Highway Transportation Officials (AASHTO) Load and Resistance Factor Design Bridge Design Specifications, American Railway Engineering and Maintenance-of-Way Association (AREMA) Design Manual, UPRR-BNSF Guidelines for Grade Separation Projects Guidelines, current MnDOT LRFD Bridge Design Manual, current MnDOT Bridge Design Details Manual Part I and Part II, and other applicable MnDOT design and detailing standards.

This task includes preparing submittals and responding to City, MnDOT State Aid Bridge Office and BNSF Railroad comments precipitated during the plan review and approval process.

The concept bridge design assumes the following:

- 482' long and 51' wide bridge deck
- Two spans with pier located within the BNSF ROW
- Two tall parapet abutments located outside the BNSF ROW
- Reinforced concrete substructure elements supported on piling (abutments) and drilled shafts (pier)
- Continuous, curved steel girder superstructure

Task 9.2 – Preliminary Retaining Walls

The approach to each bridge end will require retaining walls per the 57th Avenue Extension Plan and Profile – Exhibit 4 dated February 2021. The concept design identified four (4) wall to retain the approach fill for the 57th Ave roadway bed and sidewalks. The wall type is assumed cast-in-place cantilevered wall on pile supported footings.

. The wall designations and assumed wall lengths are as follows:

- Wall #1 – SW Quadrant = 495'
- Wall #2 – NW Quadrant = 495'
- Wall #3 – SE Quadrant = 430'
- Wall #4 – NE Quadrant = 595'

We will perform preliminary engineering for the above retaining walls, including preliminary wall lengths, wall type selection, wall cost estimating, geotechnical coordination, and preliminary wall plans in support of 30% design. The retaining wall design will adhere to the current American Association of State Highway Transportation Officials (AASHTO) Load and Resistance Factor Design Bridge Design Specifications and current MnDOT Design manuals and standards. MnDOT Standard wall designs and details will be used for wall heights less than or equal 27'. Non-standard design will be performed on wall panel section greater than 27'. These non-standard designs are assumed adjacent to the bridge abutments and wingwalls.

Preliminary design will include identifying wall lengths and evaluating wall types for structural, aesthetic, constructability and economic benefits and disadvantages to the city. The 30% plans will include top of wall profiles, proposed finish grade at face of wall, horizontal reference line, and a wall typical section. A preliminary cost estimate will be prepared for the selected wall type.

Task 9.3 – Preliminary Roadway Plans

We will prepare preliminary (30% design) plans for the roadway and trails, based on the approved geometric layout. The preliminary plans will consist generally of the following sheets:

- Cover Sheet
- Statement of Estimated Quantities
- General Notes, Standard Plates and Utility Contacts
- Typical Sections
- Alignment Plan and Tabulations
- Street Construction Plan and Profiles
- Watermain and Sanitary Sewer Plan
- Landscape Plan
- Signing and Pavement Marking Plan

We will prepare an opinion of probable costs at this plan development stage, with some factors for incidental items not yet identified and for construction contingency.

Task 9.4 – Preliminary Roundabout Design

Kimley-Horn will develop and evaluate conceptual alternatives in concert with the stakeholder engagement process. It is estimated that a maximum of three (3) conceptual alternatives will be developed. A preferred alternative will be selected through a process which combines technical analysis and stakeholder input. This process will be documented in an Alternative Evaluation Technical Memorandum. The preferred alternative will be used as the basis for preliminary design.

Task 9.5 – Preliminary Stormwater and Drainage Design

Kimley-Horn will start by reviewing stormwater requirements for the new and reconstructed impervious areas as well as existing and proposed drainage patterns within the project corridor. Potential locations for best management practices (BMPs) will be identified based on existing and proposed low points with a focus for areas within the project ROW and in green spaces. We will also evaluate if purchasing additional ROW adjacent to the project would be beneficial for a treatment. The two existing ponds located on the west end of the project will be reviewed to determine if excess treatment volumes are available to accommodate drainage from the roadway improvements. Green stormwater infrastructure (GSI) will be prioritized to meet stormwater requirements for the project. Kimley-Horn will also assist in identifying any additional GSI measures that would go above and beyond the project requirements that could be incorporated. The green stormwater infrastructure selection process will include an iterative approach of analyzing various types of practices and several specific stormwater treatment devices. A matrix will be created listing different types and locations of green stormwater infrastructure and providing a ranking system to show which options will likely have the greatest opportunity for success in this corridor and what best fits the maintenance expectations of the City. Collaboration will occur throughout the entire GSI and storm sewer design process, and we will apply our experience in green infrastructure design to come up with the best fit for the corridor.

As with any linear roadway corridor, stormwater treatment will require early coordination for right-of-way needs and with regulatory agencies. The project is located within the Mississippi Watershed Management Organization (MWMO), which provides stormwater treatment guidelines, but is not a regulatory agency.

Kimley-Horn will coordinate an early meeting with the City and County staff to review potential GSI locations and sizing and any historic drainage issues within the project area that may need to be addressed. Future maintenance will also be incorporated into the discussion to ensure the staff directly responsible for maintenance are on-board with the proposed BMP types. This task will also include the design of a storm sewer layout.

Kimley-Horn will prepare a comprehensive stormwater management report summarizing the stormwater regulating agencies, stormwater requirements, BMP sizing, and preliminary storm sewer layout. The report will be submitted to the City, County, and other study partners as needed for review. One round of review comments for each agency will be incorporated into the report.

Task 9.6 – Preliminary Landscape Design and Visualization

Once the concept plan has been approved, we will develop preliminary landscape and streetscape design to a 30% level of completion. We will evaluate plantings, urban design elements, bridge railings, functional and decorative lighting and other amenities that may be needed to address community input, environmental impact mitigation and City direction. Assuming a visual impact evaluation will be required for the Environmental Assessment, we will prepare a 3D model of the preferred alternative and up to 10 static images of the project from the model. These images will be of a quality they can also be used for City Council or public engagement meetings to give a sense of what the proposed project will look like.

Task 10 –Coordination and Permits

Task 10.1 – Coordination with BNSF for Overpass Aerial Easement and Plan Approval

We will submit plans to BNSF at milestone completion dates to coordinate bridge design with BNSF and prepare formal plan review application forms and submit fees to BNSF for reviews. We will communicate as needed via email and phone calls to advance the BNSF review and approval process. We have assumed up to 5 meetings (virtual or in-person) with BNSF to work through any issues. BNSF will develop the aerial easement agreement and will provide any requirements for construction procedures, contractor insurance or other requirements for Kimley-Horn to include in the project manual.

Task 10.2 – Coordination with BNSF for BNSF Communications System Relocation

We will coordinate the bridge design with BNSF's design of their communications system relocation. Kimley-Horn will provide information to BNSF and will accommodate any reasonable BNSF requests for bridge project modifications needed for the BNSF communications system. We will communicate as needed with BNSF via email and phone calls to help BNSF advance the communications system design. We have assumed up to 2 meetings (virtual or in-person) with BNSF to work through any issues.

Task 10.3 – Coordination with Xcel Energy for Raising Transmission Lines

We will coordinate with Xcel Energy to provide them with information about the proposed bridge location so that the existing electric transmission lines can be raised to provide adequate vertical clearance. It is not clear if any other modifications to Xcel Energy's system will need to be adjusted as part of the overpass project. We will communicate as needed with Xcel Energy via email and phone calls to answer any questions Xcel Energy has about the bridge project. We have assumed up to 2 meetings (virtual or in-person) with Xcel Energy to work through any issues.

Task 10.4 – Coordination with MCES for Interceptor Encroachment Evaluation

We will coordinate with MCES for the location and type of bridge pier foundation that is compatible with the existing MCES 96" RCP interceptor in the vicinity. Based on survey and record drawings there is uncertainty about the location of the interceptor which will require subsurface utility locating methods to be used (test holes, probing, etc...) to gain confidence in the location. Based on that location we will work with MCES to determine the preferred bridge pier foundation and construction method that will avoid impacting the interceptor. We will communicate as needed with MCES via email and phone calls to get location information and evaluate bridge foundation options. We have assumed up to 2 meetings (virtual or in-person) with MCES to work through any issues.

Task 11 – Final Design and Construction Documents

Task 11.1 – Final Bridge Design

We will complete the final bridge design and prepare final construction plans and specifications for the two-span, curved steel girder bridge type. This task includes preparing submittals and responding to MnDOT State Aid and BNSF Railroad comments precipitated during the 90% plan review and approval process. An updated bridge cost estimate will be prepared following the 90% design submittal.

A final load rating for this structure will be prepared using structural analysis and load rating software. We will provide the latest load rating forms, digital files, and computations used to analyze the load rating to the City at the completion of this task.

This task also includes preparing bridge approach panel sheets to be included with the final bridge design plans. Approach panel sheets will be coordinated with the civil and roadway designers. We will provide the project construction documents and special provision for the bridge construction. These construction documents and special provisions will be incorporated into the overall construction documents and special provisions being prepared by the City. A final bridge cost estimate will be prepared at the final plans' submittal.

Task 11.2 – Final Retaining Wall Design

We will complete final retaining wall design and prepare final construction plans and specifications for the selected wall types identified for Wall #1-#4. This task includes preparing foundation layouts for pile supported walls, performing required structural analysis, and preparing final wall geometrics, structural details, reinforcing and quantities for each retaining wall.

We will provide the project construction documents and special provision for the retaining wall construction. A final retaining wall cost estimate for each wall will be prepared at the final plans' submittal.

Task 11.3 – 11.6 – Final Design Roadway, Roundabout, Drainage, Stormwater and Landscape

We will prepare 60%, 90% and final design plans for roadway, drainage, stormwater and landscape. We will submit 90% construction plans to MnDOT for Federal Aid review. We estimate the final plans will consist of the following general index of sheets:

- Cover Sheet
- Statement of Estimated Quantities
- General Notes
- Private Utility Contacts
- Earthwork, Drainage, Utility and Quantity Tabulations
- Construction Details
- Miscellaneous Details
- City of Fridley Standard Plates
- MnDOT Standard Plans
- Typical Sections
- Traffic Control Plans & Detour Plans

- Construction Phasing Plans
- Alignment Plans
- Storm Water Pollution Prevention Plans
- Temporary Erosion and Sediment Control Plans
- Existing Conditions and Removals Plans
- Right of Way Plan
- Street and Storm Sewer Plan/Profiles
- Storm Sewer Laterals
- Intersection Details
- Street Lighting Plans
- Signing & Pavement Marking Plans
- Turf Establishment and Landscape
- Cross Sections

We will prepare the construction plans and project manual for the roadway and landscape. An opinion of probable construction costs for roadway, trails and landscape will be prepared for 60%, 90% and final plan development.

We will build on the information and design done during the preliminary stormwater and drainage design to implement GSI and BMP(s). Final design will include calculations for catch basin spacing and spread, storm sewer pipe capacity, and stormwater BMP routing. We will summarize this information in a final drainage report to be included with submittals to the appropriate agencies.

Task 12 – Right of Way Services

Task 12.1 - Parcel Sketches

We will develop up to six (6) parcel sketches for the project that will be used by the right of way agent and the County during the appraisal process.

Task 12.2 - Right of Way Agent Services

Henning Professional Services (HPS) will provide the right of way agent services for the project. Their proposal is attached to this document.

Task 12.3 - Appraisal & Appraisal Review Services

Patchin Messner and Kelly Lindstrom will provide appraisal and appraisal review services as detailed in their proposal, which is attached to Henning Professional Services cost proposal.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Geotechnical Information

April 2024



Preliminary Plans (30% Design)	September 2024
Preliminary Plans (60% Design)	January 2025
Complete ROW Acquisition Process	March 2025
Final Plans	June 2025
Construction Start (Funding Dependent)	March 2026
Construction Complete	December 2027

Fee and Expenses

We will perform the services in Tasks 1 - 12 for the total lump sum fee below. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Project Management	\$ 125,235
Task 2 Coordination Meetings	\$ 75,105
Task 3 Public Involvement	\$ 31,966
Task 4 Funding Assistance	\$ 24,627
Task 5 Supplemental Topographic Survey	\$ 89,000
Task 6 Geotechnical Information	\$ 46,000
Task 7 Traffic Study	\$ 22,162
Task 8 Environmental Process	\$ 98,869
Task 9 Preliminary Plans	\$ 525,495
Task 10 Coordination and Permits	\$ 102,047
Task 11 Final Design and Construction Documents	\$ 1,171,570
Task 12 Right of Way Services	\$ 91,560
Maximum Total Fee	\$ 2,398,777

Kimley-Horn has developed the lump sum fee and expense estimate using a detailed estimated cost breakdown of tasks and subtasks on a cost plus fixed fee basis to satisfy the MnDOT pre-award audit process. Individual task amounts will not be exceeded and any sub-tasks not completed will not be billed.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Daniel J. Coyle, P.E.
Project Manager / VP

Attachment – Detailed Estimated Cost Breakdown of Tasks and Subtasks
Attachment – Standard Provisions

CITY OF FRIDLEY

A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

**DETAILED ESTIMATED COST BREAKDOWN OF TAKS AND SUBTASKS
57th AVE OVERPASS OF BNSF NORTHTOWN YARDS
PRELIMINARY AND FINAL DESIGN
CITY OF FRIDLEY, MN**

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC.
5-Apr-24

TITLE	PRINCIPAL	SENIOR ENGINEER / PLANNER	PROJECT ENGINEER / PLANNER	GRADUATE ENGINEER / PLANNER	SENIOR TECH / DESIGNER	CAD TECH	ADMINISTRATIVE ASSISTANT	TOTAL KHA COST	TOTAL HOURS	SUB COST
	\$256.69	\$224.67	\$179.71	\$133.93	\$170.05	\$119.60	\$89.58			
TASK 1. PROJECT MANAGEMENT										
Subtask 1.1 - Administration	80							\$ 20,535	80	\$ -
Subtask 1.2 - General Coordination	80	80	80					\$ 52,886	240	\$ -
Subtask 1.3 - Quality Assurance and Quality Control Functions (QA/QC)	40	40	40	50	40	40		\$ 44,725	250	\$ -
LABOR TOTAL	200	120	120	50	40	40		\$ 118,146	570	
EXPENSE TOTAL								\$ 7,089		\$ -
TASK 2. COORDINATION MEETINGS										
Subtask 2.1 - Project Management Team (PMT) Meetings (Assume 10 Mtgs)	40	20	20		40			\$ 25,157	120	\$ -
Subtask 2.2 - Property Owner Meetings (Assume 5 Meetings)	10							\$ 2,567	10	\$ -
Subtask 2.3 - City Council Meetings (Assume 2 Meetings)	10	10	10	12				\$ 8,218	42	\$ -
Subtask 2.4 - Utility Coordination Meetings	40		40					\$ 17,456	80	\$ -
Subtask 2.5 - Anoka County Coordination Meetings	40		40					\$ 17,456	80	\$ -
LABOR TOTAL	140	30	110	12	40			\$ 70,854	332	
EXPENSE TOTAL								\$ 4,251		\$ -
TASK 3. PUBLIC INVOLVEMENT										
Subtask 3.1 - Open House Meetings (Assume 2)	10	10	10			10	20	\$ 9,598	60	\$ -
Subtask 3.2 - Public Engagement Website (Public Coordinate 12 Months)				100			80	\$ 20,559	180	\$ -
LABOR TOTAL	10	10	10	100		10	100	\$ 30,157	240	
EXPENSE TOTAL								\$ 1,809		\$ -
TASK 4. FUNDING ASSISTANCE										
Subtask 4.1 - State Bond Requests Assistance	20							\$ 5,134	20	\$ -
Subtask 4.2 - Congressional Directed Spending Request Assistance	20							\$ 5,134	20	\$ -
Subtask 4.3 - Regional Solicitation Application	12	12	40					\$ 12,965	64	\$ -
LABOR TOTAL	52	12	40					\$ 23,233	104	
EXPENSE TOTAL								\$ 1,394		\$ -
TASK 5. SUPPLEMENTAL TOPOGRAPHIC SURVEY										
Subtask 5.1 - Topographic Survey (E.G. Rud)								\$ -	80	\$ 8,000.00
Subtask 5.2 - Legal Descriptions (E. G. Rud)								\$ -	60	\$ 6,000.00
Subtask 5.3 - Locate MCES Interceptor (RedZone)								\$ -	300	\$ 75,000.00
LABOR TOTAL								\$ -	440	
EXPENSE TOTAL								\$ -		\$ 89,000.00
TASK 6. GEOTECHNICAL INFORMATION										
Subtask 6.1 - Bridge Exploration (Braun)								\$ -	160	\$ 16,000.00
Subtask 6.2 - Retaining Wall Parameter Analysis (Braun)								\$ -	80	\$ 8,000.00
Subtask 6.3 - Pavement Recommendations (Braun)								\$ -	50	\$ 5,000.00
Subtask 6.4 - Phase 1 ESA (Braun)								\$ -	170	\$ 17,000.00
LABOR TOTAL								\$ -	300	
EXPENSE TOTAL								\$ -		\$ 46,000.00
TASK 7. TRAFFIC STUDY										
Subtask 7.1 - Data Collection (MioVision)				10	8			\$ 2,700	38	\$ 2,000
Subtask 7.2 - Safety Analysis		4	8	20				\$ 5,015	32	\$ -
Subtask 7.3 - Traffic Operational Analysis	4	8	20	24		8	8	\$ 11,306	72	\$ -
LABOR TOTAL								\$ 19,021	104	
EXPENSE TOTAL								\$ 1,141		\$ 2,000.00
TASK 8. ENVIRONMENTAL PROCESS										
Subtask 8.1 - Class of Action Coordination	20		40	40				\$ 17,679	100	\$ -
Subtask 8.2 - Draft Environmental Assessment	40		100	300		60		\$ 75,594	500	\$ -
LABOR TOTAL	60		140	340		60		\$ 93,273	600	
EXPENSE TOTAL								\$ 5,596		\$ -
TASK 9. PRELIMINARY PLANS (30% DESIGN)										
Subtask 9.1 - Preliminary Bridge Design	100	150	175	300	300	500	25	\$ 244,052	1550	\$ -
Subtask 9.2 - Preliminary Retaining Walls	5	20	40	100	60	120	5	\$ 51,361	350	\$ -
Subtask 9.3 - Preliminary Roadway Plans	20	30	40	120	100	100	20	\$ 65,891	430	\$ -
Subtask 9.4 - Preliminary Roundabout Design	10	15	20	60	50	50	10	\$ 32,945	215	\$ -
Subtask 9.5 - Preliminary Stormwater and Drainage Design	10	20	40	120		80		\$ 39,888	270	\$ -
Subtask 9.6 - Preliminary Landscape Design and Visualizations	12	24	60	100	100	100		\$ 61,613	396	\$ -
LABOR TOTAL	157	259	375	800	610	950	60	\$ 495,750	3211	
EXPENSE TOTAL								\$ 29,745		\$ -
TASK 10. COORDINATION AND PERMITS										
Subtask 10.1 - Coordination with BNSF for Overpass Aerial Easement and Plan Approval	80	80						\$ 38,509	160	\$ -
Subtask 10.2 - Coordination with BNSF for BNSF Communications System Relocation	40	40						\$ 19,254	80	\$ -
Subtask 10.3 - Coordination with Xcel Energy for Raising Transmission Lines	40	40						\$ 19,254	80	\$ -
Subtask 10.4 - Coordination with MCES for Interceptor Encroachment Evaluation	40	40						\$ 19,254	80	\$ -
LABOR TOTAL	200	200						\$ 96,271	400	
EXPENSE TOTAL								\$ 5,776		\$ -
TASK 11. FINAL DESIGN AND CONSTRUCTION DOCUMENTS										
Subtask 11.1 - Final Bridge Design	80	200	400	1000	800	1200		\$ 550,843	3680	\$ -
Subtask 11.2 - Final Retaining Wall Design	10	80	160	260	240	240		\$ 153,632	990	\$ -
Subtask 11.3 - Final Roadway Design	80	120	160	240	200	200		\$ 166,322	1000	\$ -
Subtask 11.4 - Final Roundabout Design	60	80	80	180	160	160		\$ 118,203	720	\$ -
Subtask 11.5 - Final Stormwater and Drainage Design	10		20	80		100		\$ 28,836	210	\$ -
Subtask 11.6 - Final Landscape Design	20	40	100	100	120	180		\$ 87,419	560	\$ -
LABOR TOTAL	260	520	920	1860	1520	2080		\$ 1,105,255	7160	
EXPENSE TOTAL								\$ 66,315		\$ -
TASK 12. Right of Way Services										
Subtask 12.1 - Parcel Sketches			12	30		48		\$ 11,915		\$ -
Subtask 12.2 - Right of Way Agent Services (Henning Professional Services)								\$ -	352	\$ 35,180.00
Subtask 12.3 - Appraisal & Review Services (Henning Professional Services)								\$ -	438	\$ 43,750.00
LABOR TOTAL								\$ 11,915	790	
EXPENSE TOTAL								\$ 715		\$ 78,930.00
PROJECT SUBTOTALS	1079	1151	1715	3162	2210	3140	160	\$ 2,187,706	13357	\$ 215,930
PROJECT TOTALS								\$ 2,403,636		

Kimley-Horn Team Certified Payroll for MnDOT Fixed Rate Calculation Using Audited OH Rate Capped at 170%

Labor Rates Current as of: 7/1/23

Last Name	First Name	Classification	Hourly/Salary	Current Labor Rate	Average Labor Rate for Classification
Bushard	Ellie	Administrative Assistant	Salary	\$ 26.36	
Huber	Julia	Administrative Assistant	Salary	\$ 27.66	
Janso	Chelsey	Administrative Assistant	Salary	\$ 28.38	
Koller	Charles	Administrative Assistant	Salary	\$ 38.22	
Roschen	Emilee	Administrative Assistant	Salary	\$ 27.50	\$ 29.62
Benson	Jared	Graduate Engineer/Planner	Salary	\$ 40.00	
Borchardt	Spencer	Graduate Engineer/Planner	Salary	\$ 53.52	
Buchanan	Jared	Graduate Engineer/Planner	Salary	\$ 43.14	
Carr	Courtney	Graduate Engineer/Planner	Salary	\$ 41.84	
Carpenter	David	Graduate Engineer/Planner	Salary	\$ 34.38	
Cassell	Sam	Graduate Engineer/Planner	Salary	\$ 36.74	
Coliton	John	Graduate Engineer/Planner	Salary	\$ 43.76	
Dhakai	Pravin	Graduate Engineer/Planner	Salary	\$ 52.90	
Eggan	Grant	Graduate Engineer/Planner	Salary	\$ 42.22	
Hynes	Joey	Graduate Engineer/Planner	Salary	\$ 40.82	
Iekel	Matthew	Graduate Engineer/Planner	Salary	\$ 43.28	
Kirsch	Michael	Graduate Engineer/Planner	Salary	\$ 53.18	
Lingam	Matthew	Graduate Engineer/Planner	Salary	\$ 49.20	
Lombardo	Jerry	Graduate Engineer/Planner	Salary	\$ 47.94	
Miller	Catherine	Graduate Engineer/Planner	Salary	\$ 40.82	
Miller	Noah	Graduate Engineer/Planner	Salary	\$ 35.34	
Rojer	Jacob	Graduate Engineer/Planner	Salary	\$ 53.52	
Simmons	Koehl	Graduate Engineer/Planner	Salary	\$ 40.80	
Statz	Bryce	Graduate Engineer/Planner	Salary	\$ 43.62	
Synhorst	Dain	Graduate Engineer/Planner	Salary	\$ 48.76	\$ 44.29
Barker	Vince	Project Engineer/Planner	Salary	\$ 47.46	
Fenouil	Ashley	Project Engineer/Planner	Salary	\$ 64.14	
Fleming	Brian	Project Engineer/Planner	Salary	\$ 69.14	
Moren	Luke	Project Engineer/Planner	Salary	\$ 66.50	
Nelson	Morgan	Project Engineer/Planner	Salary	\$ 55.78	
Tjaden	Adam	Project Engineer/Planner	Salary	\$ 49.62	
Thulien	Stephanie	Project Engineer/Planner	Salary	\$ 56.60	
Villa	Brian	Project Engineer/Planner	Salary	\$ 61.26	
Whelan	Chris	Project Engineer/Planner	Salary	\$ 58.38	
Woffinden	Justin	Senior Engineer / Planner	Salary	\$ 69.14	
Wodash	Brad	Project Engineer/Planner	Salary	\$ 55.68	\$ 59.43
Bangma	Gerritt	Senior Engineer / Planner	Salary	\$ 73.56	
Backer	Paul	Senior Engineer / Planner	Salary	\$ 83.42	
Conner	Justin	Senior Engineer / Planner	Salary	\$ 57.08	
Ellis	Katie	Senior Engineer / Planner	Salary	\$ 60.00	
Fosmo	Eric	Senior Engineer / Planner	Salary	\$ 84.14	
Fosmo	Tracy	Senior Engineer / Planner	Salary	\$ 70.20	
Imholte	Kyle	Senior Engineer / Planner	Salary	\$ 57.60	
Jensen	Matthew	Principal	Salary	\$ 84.14	
Klingbeil	William	Senior Engineer / Planner	Salary	\$ 83.86	
Johnson	Craig	Senior Engineer / Planner	Salary	\$ 79.34	
Johnson	Steve	Senior Engineer / Planner	Salary	\$ 78.46	
Robinson	Greg	Senior Engineer / Planner	Salary	\$ 81.36	
Schmitz	William	Senior Engineer / Planner	Salary	\$ 79.68	
Winters	James	Senior Engineer / Planner	Salary	\$ 66.12	
Wyffels	Grant	Senior Engineer / Planner	Salary	\$ 75.47	\$ 74.30
Coyle	Dan	Principal	Salary	\$ 94.00	
Ewert	Chris	Principal	Salary	\$ 71.20	
Leaf	Ron	Principal	Salary	\$ 86.54	
Vempati	Uma	Principal	Salary	\$ 87.80	\$ 84.89
Adams	Nate	CAD Tech	Salary	\$ 33.90	
Aloysius	Addis	CAD Tech	Salary	\$ 40.92	
Oleson	Neal	CAD Tech	Salary	\$ 45.06	
Lean	Meng	CAD Tech	Salary	\$ 38.32	\$ 39.55
Bosch	Andy	Senior Tech / Designer	Salary	\$ 63.22	
Gilman	Bob	Senior Tech / Designer	Salary	\$ 65.16	
Horton	Phil	Senior Tech / Designer	Salary	\$ 65.24	
Kriewall	Martin	Senior Tech / Designer	Salary	\$ 57.94	
Monjeau	Bob	Senior Tech / Designer	Salary	\$ 62.50	
Toews	Shawn	Senior Tech / Designer	Salary	\$ 34.62	
Vigen	Phil	Senior Tech / Designer	Salary	\$ 44.96	\$ 56.23

Category	Average Hourly Rate	Overhead Rate*	Fixed Fee	Hourly Rate
Administrative Assistant	\$29.62	170%	12%	\$89.58
Graduate Engineer / Planner	\$44.29	170%	12%	\$133.93
Project Engineer / Planner	\$59.43	170%	12%	\$179.71
Senior Engineer / Planner	\$74.30	170%	12%	\$224.67
Principal	\$84.89	170%	12%	\$256.69
CAD Tech	\$39.55	170%	12%	\$119.60
Senior Tech / Designer	\$56.23	170%	12%	\$170.05

I certify the information shown above is correct as of the date shown

Signed: 

Name: Daniel J. Coyle

Title: Vice President

Date: 5-Apr-24

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole

risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn

shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Preliminary Notice – Liens.**

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Minnesota. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

June 29, 2023

James Kosluchar, Fridley City Engineer
7071 University Ave. N.E
Fridley, MN, 55432

Re: 2023 Local Road Improvement Program (LRIP) Legislative Earmark

Dear James Kosluchar,

On May 24, 2023 Governor Walz signed Chapter 68 (HF 2887) into law. This was the omnibus transportation policy and finance bill. On June 1, 2023, Governor Walz signed Chapter 71 (HF 670) and Chapter 72 (HF 669) into law. These were capital investment bills. Chapter 72, Article 1, Section 16, Subdivision 11 appropriated \$4,000,000 in **GO Bonds** for a grant to City of Fridley “to design the extension of 57th Avenue NE, including public utilities as necessary and a bridge and approach walls, across the BNSF Northtown Rail Yard from Main Street NE (Anoka County State-Aid Highway 102) westward to East River Road (Anoka County State-Aid Highway 1) in Fridley.” Note that these funds are set to expire on 12/31/2027.

These earmarked funds will be administered through State Aid and will require execution of an LRIP grant agreement before funds can be accessed. Below is a summary of recommended next steps and a high level description of the required process and timing for execution of one or more LRIP grant agreements.

- Please work with Nancy Stone (nancy.stone@state.mn.us) to schedule a 1 hour kick-off meeting with your District State Aid Engineer (DSAE) and me in the next few weeks or months. If there could be impacts to the trunk highway system due to your project, please inform Nancy and she will include an MnDOT project manager in the meeting as well. Topics at the meeting will include:
 1. Overview by the local agency of the project, including scope, schedule, and anticipated funding sources and how those funds are planned to be applied to the various project components. Different funding sources have different rules.
 2. Process and requirements relative to plan development, and State Aid review and approval.
 3. Eligible and ineligible work types from the earmark legislation
 4. Minnesota Management and Budget’s (MMB) role in administering and releasing funds, and the associated requirement that the local agency demonstrate full funding for all of the work types identified in the appropriation. MMB must concur in the demonstration of full funding before MMB will release the funds. It is this release of funds by MMB that allows MnDOT to encumber the earmarked funds on behalf of the local agency. Please review this requirement prior our meeting, as outlined on pages 12-14 of MMB’s Capital Grants Manual:

<https://mn.gov/mmb/debt-management/capital-projects/capital-grants-manual/>

Depending on the complexity of the project and funding plan, we may recommend an early kick-off meeting with MMB as well.
 5. LRIP grant agreement requirements and timing. See bullet below for more information.

- One or more grant agreements, which will be coordinated through my group in State Aid, are required before funds can be accessed by the local agency. Please see [State fund grantee user guide \(PDF\)](#) for an overview of the grant execution process.

These grant agreements can only be executed after MMB has concurred with the local agency's demonstration of full funding and after MMB has released the funds. LRIP grant agreements include terms that allow for payments on a reimbursable basis as part of regular State Aid pay requests.

Each grant agreement will require a funding letter written by my group and an encumbrance letter written by State Aid Finance. After MMB has concurred with the local agency's demonstration of full funding, you will work with your DSAE to provide the necessary documentation that is required for me to issue a funding letter and for State Aid Finance to issue an encumbrance letter. This documentation must differentiate between LRIP-eligible and non-eligible items. Please work with your DSAE on making this determination. I can assist as well. When this is complete, your DSAE will send a request to me to issue a funding letter.

- Earmarks that include professional/technical consultant services such as environmental documentation, preliminary design, final design as an eligible work type. The funding letter and encumbrance letter typically are provided concurrently when complete professional/technical related costs are known and have been submitted to my group by the DSAE. Please note that in most cases a pre-award audit must be completed for the consultant before a grant agreement can be executed.
- Earmarks that include right of way acquisition as an eligible work type. The funding letter and encumbrance letter typically are provided concurrently after a right of way acquisition plan and associated cost estimates have been approved and submitted to my group by the DSAE.
- Earmarks that include construction as an eligible work type. The funding letter is typically provided when the plan is ready for signature and the final engineer's estimate is complete. At this point, the DSAE will a request for funding to my group and I will issue a funding letter. After bids are opened, you will need to send the low bid documents to your DSAE, State Aid Finance, and my group. State Aid Finance will then write an encumbrance letter with the final funding summary.

You will use the funding summary in the encumbrance letter, along with instructions from my office, to complete a draft LRIP grant agreement for review by my staff. After the draft grant agreement has been approved by my group, you will obtain board or council action and local agency signatures. You will then email a pdf of the signed grant agreement to my group for final execution at MnDOT. In most cases, the LRIP grant agreement(s) should be fully executed before work begins, though costs incurred after the earmark effective date are eligible for re-imbursement.

I look forward to working with you on the development of your project. Please contact Nancy Stone to schedule a kick-off meeting, and feel free to contact me during project development as you have grant-related questions.

Sincerely,

Marc D Briese Digitally signed by Marc D Briese
Date: 2023.06.29 12:02:49 -05'00'

Marc Briese
State Aid Programs Manager

copy: Dan Erickson, Metro District State Aid Engineer
Luke Lortie, Metro District State Aid Programs Engineer