



City Council Meeting

January 23, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

Pledge of Allegiance

Proclamations/Presentations

1. Presentation: Twin Cities North Chamber of Commerce

Approval of Proposed Consent Agenda

Approval/Receipt of Minutes

2. Approve the Minutes from the City Council Meeting of January 9, 2023
3. Receive the Minutes from the City Council Conference Meeting of January 9, 2023

Old Business

4. Ordinance No. 1405, Considering a Rezoning, ZOA #22-000001, by Roers Companies to Rezone the Property at 6257 University Avenue N.E. (Second Reading)

New Business

5. Resolution No. 2023-05, Approving City of Fridley Data Practices Policy
6. Resolution No. 2023-12, Approving Gifts, Donations and Sponsorships Received Between December 12, 2022 and January 17, 2023
7. Resolution No. 2023-13, Approving a Service Contract With Steven Tallen, Tallen & Baertschi, for Prosecution Services for the Code Enforcement and Rental Inspection Divisions

Claims

8. Resolution No. 2023-14, Approving Claims for the Period Ending January 18, 2023

Adoption of Regular Agenda

Open Forum/Visitors (Consideration of Items not on Agenda – 15 minutes)

Regular Agenda

New Business

- [9.](#) Resolution No. 2023-09, Receiving Feasibility Report and Calling for Public Hearing on the 53rd Avenue Roundabout Safety Project ST2023-22
- [10.](#) Resolution No. 2023-10, Authorizing Execution of Grant Agreement with the Metropolitan Council for Inflow/Infiltration Reduction
- [11.](#) Resolution No. 2023-11, Approving and Authorizing the Signing of an Agreement with Paymentus for Payment Processing Services

Informal Status Reports

Adjourn

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 the City at (763) 572-3450.



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Presentation: Twin Cities North Chamber of Commerce

Background

John Connelly, President of the Twin Cities North Chamber of Commerce (Chamber) will share an overview of the Chamber's activities

Financial Impact

Recommendation

None

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

Vision Statement

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



Manufacture Commitment

Who

- **Regional Manufacturing**
 - Joining local manufacture businesses thru collaboration- benefit the industry and the individual business
- **TCN North membership at large**
 - Programing supports an extended connection and value for member business
- **Members of the workforce in our region**
 - Job creation, career pathway, upskilling programs
- **Education Community**
 - Connecting/working collaboratively with K12, Tech Colleges and next generation students

What

- **Proposed Mission:** Become a catalyst for strengthening community manufacturing- accelerating a transformation into a more efficient and powerful engine of innovation, job creation and economic growth.
- Workforce Acquisition, Incumbent Training, Continuous Improvement

When

- Ongoing effort beginning in December of 2022. CoHort interactions expected to be six to eight times a year. For manufacturing, by manufacturing – the CoHort members set the agenda and frequency of meetings.

Where

- Regional in proximity, but not necessarily limited by, of the service area of the Twin City North Chamber of Commerce

Why

- Position our regional manufactures for tomorrow
- Connecting/working collaboratively with K12, Tech Colleges and next generation students
- Joining local manufacture businesses thru collaboration- benefit the industry and the individual business

SPONSORED BY



<https://www.twincitiesnorth.org/>



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

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

Title

Approve the Minutes from the City Council Meeting of January 9, 2023

Background

Attached are the minutes from the City Council meeting of January 9, 2023.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of January 9, 2023.

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 January 9, 2023.

Vision Statement

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



City Council Meeting

January 9, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of January 9, 2023, to order at 7:00 p.m.

Present

Mayor Scott Lund
 Councilmember Dave Ostwald
 Councilmember Tom Tillberry
 Councilmember Ryan Evanson
 Councilmember Ann Bolkcom
 Walter Wysopal, City Manager
 Melissa Moore, City Clerk
 Scott Hickok, Community Development Director
 Jim Kosluchar, Public Works Director
 Brandon Brodhag, Assistant Public Works Director
 Sarah Sonsalla, City Attorney

Pledge Of Allegiance

Proclamations/Presentations

1. City Council Oath of Office

Melissa Moore, City Clerk, administered the Oath of Office to Councilmembers Tillberry, Evanson, and Bolkcom.

Approval of Proposed Consent Agenda

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

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 December 19, 2022.
3. Approve the Minutes from the City Council Conference Meeting of December 19, 2022.

4. Receive the Minutes from the Planning Commission Meeting of January 4, 2023.

New Business

5. Resolution No. 2023-01, Confirming City Council Appointments and Designations.
6. Resolution No 2023-02, Authorizing the Use of Municipal State Aid System Funding for 2023 Local Improvements Project.

Claims

7. Resolution No. 2023-06 Approving Claims for the Period Ending January 4, 2023.

Adoption of Regular Agenda

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

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

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

No one from the audience spoke.

Regular Agenda

Public Hearings

8. Public Hearing for the Preliminary Assessment Hearing for 53rd Avenue Trail and Walk Improvements Project No. ST2023-01.

Motion made by Councilmember Tillberry to open the public hearing. Seconded by Councilmember Bolkcom.

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

Brandon Brodhag, Assistant Public Works Director, presented background information on the proposed 53rd Avenue Trail and Walk Improvements project and the different components that were included. He explained why the trail and sidewalk improvements are needed for pedestrian safety and connectivity. He provided details on the neighborhood event which was held in October 2019 to gather resident input on the project. He noted that another open house for the project was held in August 2022. He reviewed the different project sections and provided more specific details on the project within those areas. He reviewed the tentative project schedule. He noted that the City Council received the feasibility report for the project at its December 12, 2022, meeting. He reviewed the project budget and different funding sources. He provided additional details on the different assessment calculations, as well as the different methods for payment of the assessment.

Council asked for details on the F line stops, specific to 53rd Avenue. There were also questions about the interest rate for the payment option for assessments. Mr. Brodhag noted the planned F line stops in that area. He provided additional details on the assessment interest rate and payment methods.

Residents asked for clarification on the location of the trail and sidewalk as well as crosswalks. Concern was expressed with the potential conflict between pedestrians and truck traffic as well as with the cost of the assessment.

Scott Hickok, Community Development Director, commented that input has been received on the lack of pedestrian connection in the community and staff used that information to develop a plan to provide those connections for safe pedestrian connectivity.

Mr. Brodhag provided additional details on how the assessment was determined and different options for payment were provided. He also provided details on the planned crossings.

Jim Kosluchar, Public Works Director, provided additional details on lighting and what may be considered in the future. He also explained that the sidewalk and trail elements are not included in the assessment, The assessment is only a portion of the road cost.

Council noted that street projects are planned many years in advance. The question was asked as to if a road project were skipped when it would appear back on the list, as well as the increased cost that would occur at that time. It was noted that roads appear on the list every 40 years or more. It was also noted that the sidewalks and trails are not included in the assessment and would be a benefit to the community. It was also agreed that if the project were not completed now, it would simply be deferred to a time when costs would probably be higher.

A resident spoke in favor of the project as it would add safety for pedestrians and asked if additional traffic control measures would be added.

A resident asked if the term of the assessment payments could be extended.

Mr. Brodhag replied that the width of the lanes would be shrunk to help reduce the speed on the road.

Mr. Kosluchar stated that the policy provides guidance of ten years for the term of an assessment. Additional details were provided noting that a 15-year term would only save a small amount monthly but would add a considerable amount of interest to the resident. Staff provided details on the process for senior deferral of assessment.

Motion made by Councilmember Tillberry to close the public hearing, Seconded by Councilmember Evanson.

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

Council took a brief recess at 8:10 p.m. and reconvened at 8:20 p.m.

9. Public Hearing for the Preliminary Assessment for 2023 Street Rehabilitation Project No. ST2023-01.

Motion made by Councilmember Bolkcom to open the public hearing. Seconded by Councilmember Ostwald.

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

Mr. Brodhag, Assistant Public Works Director, provided background information on the proposed street rehabilitation project and reviewed the proposed project elements. He reviewed the tentative project schedule. He stated the project was initiated in July and a virtual neighborhood information presentation was held in August 2022. He noted that a neighborhood meeting was also held specific to the Stinson Boulevard/Pleasant View Drive neighborhood on November 15, 2022. He stated that Council received the feasibility report for this project at the December 19, 2022, meeting. He reviewed the proposed project cost and funding sources, and provided additional details on the proposed assessments and payment methods.

A resident indicated support for the project, but did not believe there is a need for the trail along Stinson, and expressed a desire for needed crossings.

A question was asked whether the trail and shrunken road width would impact the assessment. It was noted the road is heavily plowed which results in damage to the roadway.

A Mounds View resident asked for details on the project segment.

Council replied the assessment would not be changed based on what is done with the trail, as that element is not assessed. It was noted that the reduced width of the road would be beneficial to the assessment as less asphalt would mean less cost.

Mr. Kosluchar noted the parking lane would be converted to the trail on the Mounds View side. He said the City would work with Mounds View to address the intersections and needed crossings. Details were provided on how the two communities would be working together on that portion of the project.

Motion made by Councilmember Bolkcom to close the public hearing, Seconded by Councilmember Ostwald.

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

10. Ordinance No. 1405, Public Hearing and First Reading to Consider a Rezoning, ZOA #22-000001, by Roers Companies to Rezone the Property at 6257 University Avenue N.E.

Motion made by Councilmember Tillberry to open the public hearing. Seconded by Councilmember Bolkcom.

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

Scott Hickok, Community Development Director, stated he would be making a presentation for the Rezoning, Comprehensive Plan Amendment, and Plat requests from Roers Companies. He said after the public hearing is closed, they would vote on the rezoning, with the considerations for the Comprehensive Plan Amendment and Plat to follow in latter portions of the agenda. He stated the three requested land use items would allow for the redevelopment of the Moon Plaza property located at 6257 University Avenue. He provided a history of the property and noted the proposal would create an affordable housing apartment complex with 169 units with a mix of one, two and three bedrooms that would have various amenities. He provided a review of the analysis completed related to the Comprehensive Plan Amendment, Rezoning, and Plat requests. He reviewed details of the proposed site plan for the project and related housing and traffic studies that were completed. It was noted the Planning Commission held a public hearing on January 4, 2023, and unanimously recommended approval. The HRA also reviewed this request on January 5, 2023, and unanimously recommended approval of the rezoning. Staff also recommends approval of the three actions on the agenda with the recommended stipulations. He provided additional information on ownership versus rental housing in Fridley and compared that to other communities. He also compared the proposed development to other multi-family housing developments in Fridley.

Council expressed excitement about this project and the revitalization that could come with it. Concern was expressed with parking on the west side and potential parking on the frontage road. Additional details were requested relating to landscaping, the fire access lane, traffic, building orientation and placement, and the number of underground parking stalls.

Mr. Hickok replied the frontage road is not to be used for parking, and although the preferred option would be to replace the frontage road with greenspace, there are businesses using the frontage road for access. He commented that staff believes this parking ratio would be sufficient. He provided details on the proposed landscaping plan and fire access lane, noting that staff and the developer have been working with the Fire Department to find a solution that would ensure fire access that could be combined with greenspace. He provided additional details on the traffic analysis completed and the considerations related to building orientation.

Andy Bollig, Roers Companies, commented that with affordable housing, there is a likelihood that some residents will not have vehicles. He explained that underground parking is first come, first served, and will be leased in order. He stated that if all residents have vehicles, the last two units would be allocated surface parking stalls.

Council asked for clarification on the AMI mentioned and whether residents under that targeted AMI would also be renting units, as well as details on income verification. Council also asked whether there would be access from the rear of the building and whether the scrub trees would be removed. It was also asked whether a stairwell would be removed from an adjacent property.

Mr. Bollig replied that 100 percent of the residents have to be at or below 60 percent AMI with five percent of the units allocated for residents at or below 30 percent AMI. He provided additional details on income verification and the length of time the income restriction would remain on the property.

Shane LaFave, Roers Companies, commented on the grade changes but confirmed they would desire to have walk-out units. It was confirmed that the less desirable trees would be replaced with higher quality trees. He said he did not believe the stairwell was on the subject property and therefore would not be under their control. Mr. Hickok noted that he could follow up with the adjacent property related to parking.

There were no comments from the public.

Motion made by Councilmember Tillberry to close the public hearing, Seconded by Councilmember Bolkom.

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

Motion made by Councilmember Tillberry to approve the first reading of Ordinance No. 1405, Approving a Rezoning, ZOA #22-000001, by Roers Companies to Rezone the Property at 6257 University Avenue N.E. Seconded by Councilmember Evanson.

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

New Business

11. Resolution No. 2023-03, Ordering Final Plans, Specifications and Calling for Bids for the 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Motion made by Councilmember Tillberry to adopt Resolution No. 2023-03 Ordering Final Plans, Specifications and Calling for Bids for the 53rd Avenue Trail and Walk Improvements Project No. ST2023-21. Seconded by Councilmember Evanson.

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

12. Resolution No. 2023-04, Ordering Final Plans, Specifications and Calling for Bids for the 2023 Street Rehabilitation Project No. ST2023-01.

Motion made by Councilmember Ostwald to adopt Resolution No. 2023-04, Ordering Final Plans, Specifications, and Callings for Bids for the 2023 Street Rehabilitation Project No. ST2023-01. Seconded by Councilmember Bolkom.

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

13. Resolution No. 2023-07, Approving a Comprehensive Plan Amendment to Change the Future Land Use Designation from C-Commercial to MFR – Multi Family Residential for the Land

Generally locations at 6257 University Avenue to be Developed as Affordable Multi-Family Housing and Authorize Staff to Submit a Comprehensive Plan Amendment for the Same to the Metropolitan Council

Motion made by Councilmember Tillberry to adopt Resolution No. 2023-07, Approving a Comprehensive Plan Amendment to Change the Future Land Use Designation from C-Commercial to MFR – Multi Family Residential for the Land Generally Located at 6257 University Avenue to be Developed as Affordable Multi-Family Housing and Authorize Staff to Submit a Comprehensive Plan Amendment for the Same to the Metropolitan Council. Seconded by Councilmember Evanson.

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

14. Resolution No. 2023-08, Approving a Preliminary Plat, PS #22-000003 Petitioned by Roers Companies for the Property Located at 6257 University Avenue N.E.

Motion made by Councilmember Tillberry to adopt Resolution No. 2023-08, Approving a Preliminary Plat, PS #22-000003 Petitioned by Roers Companies for the Property Located at 6257 University Avenue N.E. Seconded by Councilmember Evanson.

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

Informal Status Reports

The Council noted a winter gear drive occurring at this time to collect new and gently used winter clothing. Donations will be accepted at Springbrook Nature Center or the Civic Campus.

Mr. Kosluchar thanked residents for being patient with snowplow removal and welcomed input. Residents were also asked to clear snow around mailboxes and fire hydrants, and to avoid parking on the street, when possible, in times of snow removal.

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 10:17 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: January 23, 2023

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 January 9, 2023

Background

Attached are the minutes from the City Council conference meeting of January 9, 2023.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of January 9, 2023.

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 January 9, 2023.

Vision Statement

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



Council Conference Meeting

January 9, 2023

5:30 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Present

Mayor Scott Lund

Councilmember Dave Ostwald

Councilmember Tom Tillberry

Councilmember Ryan Evanson

Councilmember Ann Bolkcom

Walter Wysopal, City Manager

Jim Kosluchar, Public Works Director

Scott Hickok, Community Development Director

Brandon Brodhag, Assistant City Engineer

Items for Discussion

1. 2023 Capital Investment Plan Projects.

Engineering staff presented a summary of construction activities planned for 2023. They also discussed projects contemplated by other agencies, and planning efforts for future construction projects.



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager

Title

Ordinance No. 1405, Considering a Rezoning, ZOA #22-000001, by Roers Companies to Rezone the Property at 6257 University Avenue N.E. (Second Reading)

Background

Roers Companies is requesting to have the property known as Moon Plaza at 6257 University Avenue N.E. rezoned from C-3 General Shopping to S-2, Redevelopment District to Allow for the Construction of a Multi-Family Housing Project. When a property is zoned S-2, Redevelopment District, a master plan also needs to be approved for the site. As a result, the petitioner is asking for a rezoning and master plan approval to allow for the construction of a 169-unit multi-family housing development.

A Notice of Public Hearing before the Planning Commission and Fridley City Council (Council) was published in the December 21, 2022 edition of the City's Official Publication.

The Planning Commission held a public hearing for ZOA#22-00001 at its January 4, 2023 meeting. They discussed parking, landscape and screening options, and the commercial retail market. The Commission then recommended approval of the Rezoning for the property at 6257 University Avenue. The motion carried unanimously.

The Council held a public hearing and approved the first reading of Ordinance No. 1405 at its January 9, 2023 meeting. The item was approved by the Council as recommended by Staff and the Planning Commission. If the Council conducts a second reading and adopts the ordinance this evening, a summary of the ordinance will be published in the City's Official Publication on January 26, 2023 (attached).

Financial Impact

No financial impact.

Recommendation

Staff recommend the City Council conduct the second reading and adoption of Ordinance No. 1405.

Staff recommend the approval of Summary Ordinance No. 1405 for publication.

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

- Ordinance No. 1405
- Summary Ordinance No. 1405
- Exhibit A: Master Plan Map

Vision Statement

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

Ordinance No. 1405

Amending the Zoning Code of the City of Fridley

The City of Fridley does ordain, after review, examination and staff recommendation the following:

SECTION 1.

That Appendix D of the Fridley City Code is amended hereinafter as indicated.

SECTION 2.

The tracts of areas within the County of Anoka and the City of Fridley addressed as:

6257 University Avenue N.E. and legally described as:

Parcel 1

Lot 4, AUDITOR'S SUBDIVISION NUMBER 59, according to the recorded plat thereof, Anoka County, Minnesota excepting therefrom the following described parcel:

Commencing at the point of intersection of the East line of said Lot 4 and a line drawn from a point in the West line of said Lot 4 distant 119.99 feet South from the Northwest corner of said Lot 4 to a point in the East line of said Lot 4, distant 118.06 feet South from the Northeast corner of said Lot 4, said distance being measured along the East and West line of said Lot 4 hereinafter referred to as Line "A"; thence West along said Line "A" a distance of 38.68 feet to the actual Point of Beginning of the tract to be described; thence continuing West along said Line "A" a distance of 25.25 feet; thence North at a right angle to said Line "A" a distance of 0.33 feet; thence West, at a right angle, a distance of 1.58 feet; thence South at a right angle to said Line "A"; thence West along said Line "A" a distance of 23.74 feet; thence North at a right angle to said Line "A" a distance of 0.33 feet; thence West at a right angle a distance of 1.58 feet; thence South at a right angle to said Line "A"; thence West along said Line "A" to the West line of said Lot 4; thence North along the West line of said Lot 4, to a point distant 28.0 feet South from the North line of said Lot 4 measured at a right angle to the North line of said Lot 4; thence East along a line parallel with the North line of said Lot 4 to a point distant 38 feet West from the East line of said Lot 4 measured at a right angle to the East line of said Lot 4; thence South to the actual Point of Beginning.

(Abstract Property)

AND

Parcel 2

Lot 4, AUDITOR'S SUBDIVISION NUMBER 59, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Commencing at the point of intersection of the East line of said Lot 4 and a line drawn from a point in the West line of said Lot 4 distant 119.99 feet South from the Northwest corner of said Lot 4 to a point in the East line of said Lot 4, distant 118.06 feet South from the Northeast corner of said Lot 4, said distance being measured along the East and West line of said Lot 4 hereinafter referred to as Line "A"; thence West along said Line "A" a distance of 38.68 feet to the actual Point of Beginning of the tract to be described; thence continuing West along said Line "A" a distance of 25.25 feet; thence North at a right angle to said Line "A" a distance of 0.33 feet; thence West, at a right angle, a distance of 1.58 feet; thence South at a right angle to said Line "A"; thence West along said Line "A" a distance of 23.74 feet; thence North at a right angle to said Line "A" a distance of 0.33 feet; thence West at a right angle a distance of 1.58 feet; thence South at a right angle to said Line "A"; thence West along said Line "A" to the West line of said Lot 4; thence North along the West line of said Lot 4, to a point distant 28.0 feet South from the North line of said Lot 4 measured at a right angle to the North line of said Lot 4; thence East along a line parallel with the North line of said Lot 4 to a point distant 38 feet West from the East line of said Lot 4 measured at a right angle to the East line of said Lot 4; thence South to the actual Point of Beginning.

(Abstract Property)

SECTION 3.

That the Zoning Administrator is directed to change the official zoning map to show said tract or area to be rezoned from Zoning District C-3, General Shopping to S-2, Redevelopment.

SECTION 4.

Said Rezoning is predicated upon redevelopment of the property in accordance with the approved Site Plan, shown in Exhibit A and the Stipulations, shown in Exhibit B.

Passed and adopted by the City Council of the City of Fridley on this 23rd day of January 2023.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

Public Hearing: January 9, 2023

First Reading: January 9, 2023

Second Reading: January 23, 2023

Summary Publication: January 26, 2023

Exhibit B

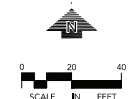
Stipulations:

1. The property shall be developed in accordance with the site plan submitted for “Roers – 6257 University Apartments”, by Kaas Wilson, dated 12/15/2022.
2. The exterior building elevations shall be developed in accordance with the architectural exterior elevation’s sheets submitted by Kaas Wilson Architects.
3. The petitioner shall meet all requirements set forth by:
 - a. The Building Code
 - b. The Fire Code
 - c. The City’s Engineering department – related to grading, drainage, storm pond maintenance agreement, utilities, and utility connection fees
 - d. The City’s Planning department – related to landscaping (meeting the 30% coniferous requirement), signage, parking, setback, and sidewalk/trail connections.
 - e. The Mississippi Watershed Management Organization
 - f. The Minnesota Department of Transportation
4. If the square footage of the footprint of any of the buildings proposed changes by more than 10%, a S-2 master plan amendment shall be required.
5. The parking formula for this project requires that the 167 underground parking stalls are assigned to a rental unit through that unit’s lease at no additional/severable cost to assure adequate parking overall on this development site.
6. The petitioner is strongly encouraged to participate in Xcel Energy’s Energy Design Assistance program to identify energy and cost-saving strategies and to evaluate the potential for solar energy.
7. The petitioner is strongly encouraged to consider accommodations for electric vehicle (EV) charging.
8. The internal refuse rooms shall be designed to include the future collection of organics. The petitioner is encouraged to work with Anoka County Recycling and Resource Solution on signage for waste receptacles.

City of Fridley
Summary Ordinance No. 1405

Amending the Fridley City Code Appendix D

The City of Fridley does ordain, after review, examination, and staff recommendation that the Fridley City Code be amended by adopting Ordinance No. 1405. A summary of the amendment made by Ordinance No. 1405 is as follows: the Ordinance amends Appendix D, Zoning Map, by changing the zoning classification of the tracts of areas within the County of Anoka and the City of Fridley addressed as 6257 University Avenue N.E. from Zoning District C-3, General Shopping to S-2, Redevelopment. Ordinance No. 1405 was passed and adopted by the City Council of the City of Fridley on January 23, 2023. The full text of the Ordinance is available on the City website or for inspection by any person during regular office hours at the Office of the City Clerk.





AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Resolution No. 2023-05, Approving City of Fridley Data Practices Policy

Background

The Minnesota Government Data Practices Act (MGDPA) is a series of state laws that attempt to balance the public's right to know what its government is doing, the right to privacy, and the government's need to function responsibly and efficiently. All cities must comply with the MGDPA.

Minnesota Statutes § 13.025, subd. 2 requires the City of Fridley (City) to prepare a written data access policy and update it to reflect changes in personnel, procedures and/or other circumstances that may impact the public's ability to access and obtain government data. This Policy combines administrative processes for requesting data, along with an inventory of Not Public Data, as required by M.S. § 13.025 subd. 1.

On March 8, 2021 the Fridley City Council approved the City's Data Practices Policy. In compliance with the MGDPA, the City Clerk's Office has conducted a thorough review of the policy in collaboration with the City Attorney. Additionally, a full review of Not Public Data was done with staff in all other departments. Beyond formatting changes, substantive revisions to the policy include:

- A "standing request" is a blanket request for newly created or updated data as it becomes available. The MGDPA does not specifically address standing requests. However, the Minnesota Department of Administration has concluded that government entities have an obligation to respond to such requests. In this revised policy, standing requests will continue to be processed, but the duration of standing requests was reduced from one year to 90 days. The reasoning for this is the administrative load that standing requests put on the City. Such requests put the onerous on the City to proactively provide new data if available. In staff's experiences with standing requests, oftentimes a requestor no longer needs/wants the requested data past the initial response. Limiting standing requests to 90 days ensures both the City and the requestor narrow the scope of data requested to avoid waste.
- The Policy now incorporates release and request forms for Body Worn Camera video.

Financial Impact

None.

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. 2023-05.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-05
- City of Fridley Data Practices Policy

Vision Statement

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

Resolution No. 2023-05**Approving City of Fridley Data Practices Policy**

Whereas, the Fridley City Charter §12.02 directs that records of the City of Fridley (City) shall be open to inspection in accordance with the Minnesota Government Data Practices Act (MGDPA); and

Whereas, the MGDPA as found in Minnesota Statute (M.S.) Chapter 13, is a section of State law that works to balance the public's right to know what its government is doing, the right to privacy and the government's need to function responsibly and efficiently; and

Whereas, M.S. § 13.025, subd. 1 requires the City to prepare an inventory of any Not Public Data, which must be reviewed and updated annually; and

Whereas, M.S. § 13.025, subd. 2 requires the City to prepare a written data access policy; and

Whereas, pursuant to Resolution No. 2023-01 the City Manager is the Responsible Authority for data practices; and

Whereas, the City Manager's Office has reviewed and updated the City of Fridley Data Practices Policy.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the City of Fridley Data Practices Policy.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



DATA PRACTICES POLICY

Purpose

Minnesota Statutes, Chapter 13, known as Minnesota Government Data Practices Act (MGDPA), and the City Charter, Chapter 12 govern all data and similar information collected, created, received, maintained, or disseminated by the City of Fridley (City). The MGDPA presumes that all Government Data are public unless a State or Federal law provides for a different classification. It also requires the City to prepare a written data access policy and update it annually.

The MGDPA provides that the City must maintain all Government Data in a manner that makes it easy for public inspection and access. The MGDPA regulates what information may be collected, who has access to that information, the duties of government personnel in administering its provisions, procedures for access to and classifying data, civil penalties for violations and the fees associated with fulfilling any request for Government Data. This Data Practices Policy (Policy) addresses both public and non-public data procedures as required by the MGDPA and Advisory Opinions offered by the Minnesota Department of Administration and other State agencies, as applicable

Government Data

Pursuant to Minnesota Statutes (M.S.) § 13.02, subd. 7, Government Data means all data collected, created, received, maintained, or disseminated by any government entity regardless of its physical form, storage media or conditions of use. Government Data does not include mental impressions. Unless otherwise stated in this Policy, use of the term “data” means “Government Data” as defined here.

Responsibility

The Responsible Authority is an individual designated by the City Council responsible for the collection, use, and dissemination of any Government Data, unless otherwise provided by State law. The City Council must, by resolution, designate any full-time, regular employee as the Responsible Authority for the City. By written order, the Responsible Authority may further designate any City employee(s) as their designee to maintain Government Data, and to receive and comply with requests for the same. The Responsible Authority may designate certain staff to receive and respond to requests for Government Data on their behalf. They may also appoint Data Practices Compliance Officials (DPCO) to answer questions regarding this Policy.

Questions

If you have questions about the information shared this Policy, contact a member of the City Clerk's Office at 763-572-3450 or CityClerk@FridleyMN.gov.

Approved: January 23, 2023

Classification of Data

The MGDPA establishes a system of classifications that define who is legally authorized to access Government Data. This classification structure is defined in M.S. § 13.02 and generally classifies data into three classifications: data on individuals, data not on individuals and data on decedents. These classifications each have three subcategories that determine who can access the data. The chart below sets out the framework for classification and access. Any data classified or defined in this Policy shall be defined as below or as found in Minnesota Statutes, Chapter 13.

Government Data Classification and Access

Data on Individuals	Data not on Individuals	Data on Decedents	Access?
Public	Public	Public	Anyone
Not Public			
Private	Non-Public	Private	Data subjects and government employees and officials with a business need to know.
Confidential	Protected Non-Public	Confidential	Only government employees and officials with a business need to know.

Data on Individuals

Data on individuals means “all Government Data in which any individual is or can be identified as the subject of that data unless the appearance of the names or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.” There are three types of data on individuals: public, private and confidential.

- *Public data* is anything not classified by State statute, Federal law, or temporary classification as either private or confidential.
- *Private data* is data on individuals that is expressly classified as private by State statute, Federal law, or temporary classification. Private data is not accessible to the public but may be accessed by the subject of the data, individuals within the City whose work assignments reasonably require access, outside entities or agencies that are authorized by State or Federal law and entities or individuals given access by the express written direction of the data subject.
- *Confidential data* is data on individuals that is expressly classified as confidential by State statute, Federal law, or temporary classification. Confidential data is not accessible to the public or the subject of the data and access is limited to individuals within the City whose work assignments reasonably require access or outside entities and agencies authorized by State or Federal law.

Data Not on Individuals

Data not on individuals means “all Government Data that is not data on individuals.” There are three types of data not on individuals: public, non-public and protected non-public.

- *Public data not on individuals* is accessible to anyone for any reason.
- *Non-public data not on individuals* is accessible only to the subject of the data (if there is one) and is not accessible to the public.
- *Protected non-public data not on individuals* is not accessible by either the subject of the data or the public.

Data on Decedents

Data on decedents is not specifically defined in the MGDPA but is generally considered to be data related to an individual who is no longer living. There are three types of data on decedents.

- *Public data on decedents* is accessible by anyone for any reason.
- *Private data on decedents* is accessible by the representative of the decedent, but not accessible to the public.
- *Confidential data on decedents* is not accessible by either the representative of the decedent or by the public. Private and confidential data on decedents becomes public ten years after the actual or presumed death of an individual and 30 years have lapsed from the creation of the data. An individual is presumed dead after 90 years have elapsed since either the creation of the data or the individual's birth, whichever is earlier.

Temporary Classifications

The City may apply to the Commissioner of the Department of Administration to temporarily classify specific data or types of data as not public until a proposed State statute, rule and/or advisory opinion is given. The application for temporary classification is public.

Data Requests

Pursuant to the MGDPA, the City must prepare a policy and documents for procedures to facilitate public access to Government Data. This Policy establishes such documents and procedures. It is the Responsible Authority's duty to respond to data requests and must allow access to or provide copies of Government Data upon request and must provide the specific statutory authority when access is denied.

Rights as Data Subject

An individual person who is the subject of Government Data has the right to inspect, free of charge, any public and private data that the City maintains. If copies are requested, a fee may be charged. The Data Practices Request Form must be submitted to the City Clerk's Office to initiate a data request. The Responsible Authority, or their designee, shall require proof of identification to verify the requestor is the subject of requested Government Data pursuant to M.S. § 13.05 subd. 12.

Standing Requests

The City does not prohibit or refuse a standing request for data. However, the duration of a standing request is limited to 90 days from the date of the original request. After 90 days, the City will require the requestor to complete a new Data Practices Request Form to initiate a new request.

Public Data Requests

To inspect data or request copies of data that the City maintains, a written request must be submitted in a form as required by the City. A completed form must be submitted to the Responsibility Authority, or their designee. Requests may be submitted in-person or via mail, facsimile, or email.

The City cannot require a requestor to identify themselves or explain the reason for a data request. However, depending on how the requestor wishes to receive the data, the City may need some information about the requestor. If the requestor chooses not to provide any identifying information, staff will provide them with contact information so they may check on the status of the request. In addition, if the City does not understand the request and has no way to contact the requestor, it will not be able to process the request.

How the City Will Respond to a Data Request

Upon receiving a request, the Responsible Authority or their designee will process the request. If the City does not have the data being requested, the requestor will be notified as soon as reasonably possible. If the City does have the data being requested, but the data is not available to the public, it will notify the requestor as soon as reasonably possible and cite the specific statute(s) that classify any such data.

If the City has the data that is requested and the data are public, the Responsible Authority or their designee will respond to the request appropriately and within a reasonable amount of time by doing one of the following:

1. Arrange a date, time, and place to inspect data, for free, if the requestor wishes to inspect the data;
2. Provide the requestor with paper copies of the data if requested (a mailing address may be required if the requestor asks for any data be mailed); or
3. Email requested data to the requestor.

The MGDPA does not require the City to create or collect new data in response to a data request or to provide data in a specific form or arrangement if the City does not keep the data in that form or arrangement. In addition, the MGDPA does not require the City to answer questions that are not requests for data.

If the requestor is the subject of the data, the City must respond within 10 business days of the request, excluding Saturdays, Sundays and City holidays. If the requestor is not the subject of the data, the City must respond in an appropriate and prompt manner, which is within a reasonable amount of time depending on the nature and extent of the request. The Responsible Authority, or

their designee, will communicate with the requestor regarding the nature of the request and what an appropriate response time may be.

Requests for Summary Data

Pursuant to M.S. § 13.02, subd. 10, Summary Data “means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.” The preparation of summary data is not a means to gain access to private or confidential data. The City will prepare summary data if it is requested on the Data Practices Request Form, and if the requestor pre-pays for the cost of creating the data. Upon receiving a written request, the City will respond within an appropriate time with the data or details of when the data will be ready and how much the City will charge.

Pursuant to M.S. § 13.05, subd. 7, the City may contract with an outside entity to prepare summary data. All rules and regulations for hiring such an outside entity will be followed according to Minnesota Rules (M.R.) 1205.0700. Any costs incurred in the preparation of summary data will be borne by the requesting party. The City will communicate with the requestor and follow all directives for calculating fees found in M.R. 1205.0300.

Fees

Minnesota Statutes § 13.03 provides that, if a person requests copies or electronic transmittal of public data, and the requestor is not the subject of the data, the Responsible Authority, or their designee, may require the requestor to pay a fee, which will be calculated using one of the methods below. Regardless of which method is used, the City may not charge for separating public data from not public data.

The Responsible Authority may, through administrative policy, choose to not charge for requests up to a predetermined amount, which may be revised not more than annually.

Fee Calculation Method No. 1

If 100 or fewer pages of black and white, letter or legal-size paper copies are requested, the City will charge a per-page fee of not more than 25 cents for each page copied (i.e., 50 cents for a two-sided copy). The City is authorized to charge only the per-page fee and cannot require the requestor to pay any of the cost listed in Fee Calculation Method No. 2. This provision shall not be interpreted to permit division of a single request into requests for copies of fewer than 100 pages in order to avoid charging a fee based on the actual costs of providing copies.

Fee Calculation Method No. 2

In all other circumstances, including requests to provide data via email or facsimile, the City may require the requestor to pay the actual costs of searching for and retrieving the data, including the cost of employee time, and for making, certifying, compiling and electronically transmitting copies of the data. Additional criteria for determining copy costs using Method No. 2 are set forth in M.R.

1205.0300, subpart 4. The City will not charge a minimum fee but reserves the right to calculate the cost to respond to the request.

The City may not assess a fee for labor costs (e.g., wages, benefits) that exceed those of the lowest-paid employee who could complete the task(s) performed.

Generally, the cost, as determined by the City, may include the following:

- Staff time required to
 - Retrieve documents;
 - Sort and label documents, only if necessary, to identify the data to be reproduced;
 - Remove staples or paper clips;
 - Take documents to copiers for copying; and
 - Copy/print documents.
- Materials (e.g., paper, copier ink, staples, magnetic tapes, video tapes, audio cassettes).
- Special costs associated with making copies from computerized data, such as writing or modifying a computer program to format data.
- Mailing, shipping and delivery costs.
- Vehicle costs directly involved in transporting data to the appropriate facility when necessary to provide copies.
- Preparation of summary data pursuant to M.R. 1205.0700 and M.R. 1205.0300.

Generally, the cost, as determined by the City, may not include the following:

- Purchase or rental of copier/printer.
- Maintenance of copier/printer.
- Normal operating expenses of computer/copier, including electricity used, and machine wear.
- Depreciation of equipment.
- Staff time required to:
 - Separate public from not public data;
 - Open a data request that was mailed;
 - Sort, label or review data, if not necessary to identify the data to be copied;
 - Return documents to storage;
 - Provide information about the data to the requestor (i.e., explain content and meaning of data);
 - Prepare data for mailing;
 - Prepare cover letter, fax sheet or invoice for copies; and
 - Credit payment and perform other associated accounting functions.
- Administrative costs that are not related to reproducing data.
- Records storage.
- Sales tax.
- The entire cost of operating a multi-tasked computer for a measured unit of time, when fulfilling a request for copies was only one of the tasks performed during that unit of time.
- Costs incurred because data are not maintained in a manner that makes them easily accessible for convenient use.
- Search and retrieval costs when data are inspected but no copies or prints are requested.

Not Public Data

Minnesota Statute § 13.02 subd. 8a defines Not Public Data as “any government data classified by statute, or federal law, or temporary classification as confidential, private, non-public, or protected non-public.” As a part of this Policy, the City is required to prepare an inventory of all private and confidential data on individuals that is maintained by the City.

Employee Access to Information

Minnesota Statutes § 13.05, subd. 5, requires the City to identify the employees who have access to not public data. The City has met this requirement by incorporating employee access listed in the Not Public Data Inventory, in the employee’s position description, or both. This Policy limits access to not public data to employees and their supervisors whose work assignment reasonably requires access to the data. In the event of a temporary duty as assigned by a manager or supervisor, an employee may access certain not public data, for as long as the work is assigned to the employee.

In addition to the employees listed in the Not Public Data Inventory, the Responsible Authority, their designee(s), the DPCOs, the City Manager, the City Clerk, the City Attorney, and the Information Technology Manager and their applicable deputies and assistants may have access to all not public data maintained by the City, or a Department Director for not public data maintained by their respective department. Any access to not public data will be strictly limited to the data necessary to complete the work assignment.

Data Sharing with Authorized Entities or Individuals

State or Federal law may authorize the sharing of not public data in specific circumstances. Not public data may be shared with another entity if a State or Federal law or regulation allows or mandates it. Individuals will have notice of any sharing in applicable Tennessee warnings or the City will obtain the individual’s informed consent through a release of information provided by the City. Any sharing of not public data will be strictly limited to the data necessary or required to comply with the applicable law.

Ensuring Not Public Data are not Accessed Without a Work Assignment

Within the City, departments may assign tasks by employee or by job classification. Each department shall ensure that all not public data are secure and are only made available to employees with a valid work reason to access the data in accordance with this Policy and applicable law. This Policy also applies to departments that share workspaces with other departments within the City where not public data are maintained.

Recommended actions for ensuring appropriate access include:

- Assigning appropriate security roles, limiting access to appropriate shared network drives, implementing password protections for not public electronic data;
- Password protecting employee computers and locking computers before leaving workstations;

- Discussing not public data only with authorized personnel and ensuring such conversations are not audible to unauthorized parties;
- Securing not public data within locked workspaces and in locked file cabinets; and
- Shredding not public documents before disposing of them.

Penalties for Unlawfully Accessing Not Public Data

The City will utilize penalties for unlawful access to not public data as provided for in M.S. § 13.09, if necessary. Any employee unlawfully accessing not public data or violating applicable sections of this Policy or applicable laws may be subject to disciplinary action, up to and including involuntary termination. The City may also refer such violations to the appropriate authorities, which may pursue other legal actions.

Not Public Data Inventory

Pursuant to M.S. § 13.025 the City has compiled a list of all not public data that is collected and maintained by individual departments. The inventory includes a description of the data, the data's typical classification, the statutory citation which directs the data's classification, and a list of City staff who have access to each not public data item.

City Manager's Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
City Commission and Committee Appointment Files	Applications until official appointment	Private	M.S. 13.601	City Manager, Assistant to the City Manager, Staff Liaison, City Clerk, Deputy City Clerk
City Manager's Report	Update from the City Manager to members of the City Council	Private	M.S. 13.601	City Manager, Assistant to the City Manager, City Clerk
Federal Contracts	Agreements, contracts	Private/Non-Public	M.S. 13.35	City Manager, Assistant to the City Manager, Finance Director, Assistant Finance Director
Civil Legal Action	Pending or ongoing civil legal case files and work product	Protected Non-Public	M.S. 13.39	City Manager, Assistant to the City Manager, City Clerk, City Attorney, and certain employees on an as needed basis as part of a specific work assignment.
Absentee Ballot Application	Application submitted to receive an Absentee Ballot	Public Private	M.S. 13.37 M.S. 203B.04	City Clerk, Deputy City Clerk, Assistant to the City Manager, Absentee Ballot Board

Ballots	Absentee ballots, voted and rejected ballots	Public Private	M.S. 13.37	City Clerk, Deputy City Clerk, Assistant to the City Manager, Absentee Ballot Board
Data Practices Requests	In-writing request forms submitted pursuant to the Minnesota Government Data Practices Act	Public Private	Various	City Manager, Responsible Authority, Data Practices Compliance Official, City Clerk, Deputy City Clerk, and certain employees on an as needed basis as part of a specific work assignment.
Data Practices Responses	Responsible Authority responses to written requests pursuant to the Minnesota Government Data Practices Act	Public Private	Various	City Manager, Responsible Authority, Data Practices Compliance Official, City Clerk, Deputy City Clerk, and certain employees on an as needed basis as part of a specific work assignment.

Community Development Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
Applications	Permit applications and summary data – includes building permits and business permits	Public Private	M.S. 13.37	City Manager, Community Development Director, Planning Manager, Building Official, Building Inspector, Associate Planner, Permit and Licensing Coordinator, Public Works Director, Administrative Assistant, City Engineer, Assistant City Engineer
Building Plans Commercial and Industrial	Architectural, design specifications, structural and utility plans, security plans and trademark information.	Public Private Non-Public	M.S. 13.37 subd. 1b; M.S. 541.051	City Manager, Community Development Director, Planning Manager, Building Official, Building Inspector, Associate Planner, Permit and Licensing Coordinator, HRA Assistant Executive Director, Public Works Director, City Engineer, Assistant City Engineer, Public Works Utilities Staff, City Forester, Environmental Planner, and certain

				employees on an as needed basis as part of a specific work assignment.
Building Plans Residential	Architectural, design specifications, structural and utility plans	Public Private Non-Public	M.S. 13.37 subd. 1b	City Manager, Community Development Director, Planning Manager, Building Official, Building Inspector, Associate Planner, Permit and Licensing Coordinator, Public Works Director, City Engineer, Assistant City Engineer, Utilities Staff, City Forester, Environmental Planner, and certain employees on an as needed basis as part of a specific work assignment.
Business Licensing Applications	License applications and summary data	Public Private	M.S. 13.37	City Manager, Community Development Director, Planning Manager, Building Official, Building Inspector, Associate Planner, Permit and Licensing Coordinator, City Clerk, Deputy City Clerk
Grant Application and Loans	Annual breakdown of city applications and supporting materials or services	Public Private	M.S. 13.462	City Manager, Community Development Director, HRA Director, HRA Assistant Executive Director, Planning Manager, Associate Planner, Environmental Planner, Code Enforcement Inspector, Rental Inspector
HRA Project Management and Rental Agreements	Rent rolls, schedules, tenant income related to Title II	Public Private	M.S. 13.44; M.S. 13.462	City Manager, Community Development Director, HRA Director, HRA Assistant Executive Director, Planning Manager, Associate Planner, Environmental Planner, Code Enforcement Inspector, Rental Inspector
Nuisance Complaints	Complaints from citizens about the use of real property	Public Private Confidential	M.S. 13.44	City Manager, Community Development Director, HRA Director, HRA Assistant Executive Director, Planning Manager, Associate Planner, Environmental Planner, Code Enforcement Inspector, Rental Inspector, Public Works Director,

				Administrative Assistant, City Engineer, Assistant City Engineer, and certain employees on an as needed basis as part of a specific work assignment.
Property Acquisition	Deeds, contracts, correspondence, purchase valuation data, agreements, property data – includes real property appraisal information	Public Confidential Protected Non-Public	M.S. 13.44; M.S. 13.585	City Manager, City Clerk, Deputy City Clerk, Community Development Director, HRA Director, HRA Assistant Executive Director, Planning Manager, Associate Planner, Environmental Planner, Code Enforcement Inspector, Rental Inspector, Public Works Director, City Engineer, Assistant City Engineer, Administrative Assistant
Rental Licensing Applications	License applications and summary data	Public Private	M.S. 13.37	City Manager, Community Development Director, Rental Housing Manager, Rental Inspector, Planning Manager, Associate Planner, Code Enforcement Inspector, Building Official, Building Inspector, Permit and Licensing Coordinator, Community Development Office Coordinator

Employee Resources Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
I-9 Employee Eligibility Verification	Verification of status of citizenship or naturalization	Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Affirmative Action Files	Sexual harassment and discrimination; Supplemental personnel data from job application;	Public Private Confidential	M.S. 13.39; M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant

	Copies of reports sent to Human Rights Commission			
Applications for Persons on Eligibility List/Register	Applications, resumes, letters of recommendation, police background investigations, etc. If hired, application becomes part of personnel file.	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Insurance and Payroll Coordinator, Public Safety Director, Deputy Director of Public Safety, Administrative Assistant, Public Works Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Benefit Enrollment Forms	Employees' medical, dental, deferred compensation, etc. election forms	Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Insurance and Payroll Coordinator
Department of Labor	Complaints, alleged violations of FLSA	Private	M.S. 13.79	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Finance Director
Drug and Alcohol Testing Results	Includes commercial driver's licenses, controlled substance test results, driver's evaluations, pre-placement drug test results	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Employee Medical Records	Information relating to the health status of an employee which is made or maintained by a physician, nurse or other health care personnel	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Examination File	Completed exams administered to applicants & promotional exams administered to employees	Private	M.S. 13.43	City Manager, Public Safety Director, Deputy Director of Public Safety, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Public Works

				Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Family Medical Leave Document	Employee application information for family medical leave	Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Public Safety Director, Director of Public Works, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
First Report of Injury	Claims for injuries, injury report, supervisor's report	Private	M.S. 13.43	City Manager, Assistant to the City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, applicable supervisor(s), Finance Director, Insurance and Payroll Coordinator
Grievance Files	Formal written employee grievance and/or complaint filed under a labor agreement or personnel rules and received by the city.	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Public Safety Director, Public Works Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Infectious Disease & Occupational Exposure Files	Files on each employee dealing with safety & training on diseases such as hepatitis and AIDS. (not in personnel file)	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Public Safety Director, Public Safety Office Coordinator, Public Works Director, Finance Director, Community Development Director, and certain

				employees on an as needed basis as part of a specific work assignment.
Long Term Disability	Claims filed by employee for a long-term disability insurance program	Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
OSHA Reports	Incident Reports and Annual Summary or any information concerning employee exposure to toxic substances or harmful physical agents.	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Assistant to the City Manager
Personnel Data and File	Applications, references, performance evaluations, job performance appeals, job descriptions, reprimands, resignation letters, exit interviews, etc. on employees, volunteers, independent contractors; labor relations information	Public Private	M.S. 13.43; M.S. 179A.03 subd. 4	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Public Safety Director, Public Works Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Recruitment Files	Records relating to posting, recruitment, selection and appointment to each city position.	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Insurance and Payroll Coordinator, Public Safety Director, Public Works Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Retirement Data	PERA forms, applications, beneficiaries, addresses, DOB, direct dep., tax withholding	Private	M.S. 13.63	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Insurance and Payroll Coordinator

Salary surveys	Surveys from consulting firms, non-profits, associations or other employers	Non-public	M.S. 13.435	City Manager, Employee Resources Director, Employee Resources Specialist, Finance Director
Short Term Disability	Claims filed by employee for a short-term disability Insurance	Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Social Security Numbers	Social Security numbers assigned to individuals	Private	M.S. 13.355	City Manager, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Assistant to the City Manager, Finance Director, Insurance and Payroll Coordinator
Undercover law enforcement assignment	Application or assignment	Private	M.S. 13.43 subd. 5	City Manager, Public Safety Director, Public Safety Office Coordinator, Employee Resources Director
Unemployment Claims or Compensation	Claim and compensation information for unemployment	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Insurance and Payroll Coordinator, Administrative Assistant
Wage Assignments	Letters, correspondence	Public Private	M.S. 13.43	City Manager, Employee Resources Director, Employee Resources Specialist, Insurance and Payroll Coordinator, Administrative Assistant, Public Safety Director, Public Works Director, Finance Director, Community Development Director, and certain employees on an as needed basis as part of a specific work assignment.
Workers Compensation Claims	Claims for injuries, injury reports and correspondence.	Private	M.S. 13.43; M.S. 176.231	City Manager, City Manager, Assistant to the City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee

				Resources Director, Employee Resources Specialist, Administrative Assistant
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Finance Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
Special Assessment Deferment Application	Information for verifications of income, ownership, etc.	Private Non-Public	M.S. 13.51 subd. 2; M.S. 13.52	City Manager, Finance Director, City Assessor, Accounting Specialist
Discovery Responses from Tax Court Petitioners	Written or electronic responses to interrogatories	Private Non-Public	M.S. 13.01 Subd.8a	City Manager, Finance Director, City Assessor
Bond and Interest Coupon Register	Information pertaining to bond	Private Non-Public	M.S. 475.55	City Manager, Finance Director, Assistant Finance Director, Senior Accountant
Audit Reports – External	Reports based on private companies for the review of tax payments	Non-Public	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Senior Accountant, Accounting Specialist
Audit Reports – Internal	Reports based on the agencies' internal operations	Non-Public	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Senior Accountant, Accounting Specialist
Automatic Payment Plan Authorization Form	Completed form and supporting document allowing for automatic payment	Public Private	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Accounting Specialist, Utility Billing Clerk
Checks (Accounts Receivable)	Checks received from customers submitted electronically to financial institution	Public Private	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator
Credit Card Receipts	Merchant copy of credit card receipts	Public Private	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Senior Accountant, Customer Service Representative, Utility Billing Clerk
Grants	Miscellaneous grant programs and stipulations	Public unless otherwise specified	M.S. 13.35; M.S. 13.599	City Manager, Finance Director, Assistant Finance Director, Senior Accountant

Unclaimed Property Records (Sent to State)	Includes checks not cashed	Public Private	M.S. 13.37	City Manager, Finance Director, Assistant Finance Director, Senior Accountant
Claims	Claims that are filed by or against the city.	Public Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator
Payroll Forms	Change Form, Garnishments, Pension and Retirement Reports, PERA Reports, Time Sheets, Vacation & Leave Requests, W-2, W-3, W-4, 1099.	Public Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Director, Employee Resources, Employee Resources Specialist, Administrative Assistant
Payroll Reports	Payroll history, payroll journal, payroll ledger, state withholding, federal withholding and FICA Reports	Public Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Unemployment Claims or Compensation	Claim and compensation information for unemployment	Public Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Wage Assignments	Letters, correspondence	Public Private	M.S. 13.43	City Manager, Finance Director, Assistant Finance Director, Insurance and Payroll Coordinator, Employee Resources Director, Employee Resources Specialist, Administrative Assistant

Parks and Recreation Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
Commissioner Files	Applications, name, address, history, veteran status, telephone number, employment history, volunteer work, awards, honors, complaints, charges	Public Non-Public	M.S. 13.601	City Manager, Parks and Recreation Director, Recreation Division Manager, Springbrook Nature Center Manager, Customer Service Representatives, Assistant to the City Manager
Exhibitor Data	Registration forms, contact information, business data	Private	M.S. 13.55 subd. 3	City Manager, Parks and Recreation Director, Recreation Division Manager, Springbrook Nature Center Manager, Customer Service Representatives, Public Works Director, Public Works Parks and Facility Managers, and certain employees on an as needed basis as part of a specific work assignment.
Facility Usage	Application, event details, terms of rentals, responses	Non-Public	M.S. 13.55 subd. 1	City Manager, Parks and Recreation Director, Recreation Division Manager, Springbrook Nature Center Manager, Customer Service Representatives, Administrative Assistant, Program Coordinators, Public Works Director, Public Works Parks and Facility Managers, and certain employees on an as needed basis as part of a specific work assignment.
Fee Waiver Sheets	Information about low-income participants	Private	M.S. 13.462	City Manager, Parks and Recreation Director, Recreation Division Manager, Recreation Coordinator, Springbrook Nature Center Manager, Administrative Assistant,

				Customer Service Representatives
Grants	Applications	Non-Public until published	M.S. 13.599	City Manager, Parks and Recreation Director, Recreation Division Manager, Recreation Coordinator, City Clerk, Deputy City Clerk, Springbrook Nature Center Manager, Customer Service Representatives, Public Works Director, City Engineer, Assistant City Engineer, Engineering Technician, Public Works Managers, Public Works Administrative Assistant, Environmental Planner
Mailing Lists	A list of program participants	Private	M.S. 13.548	City Manager, Parks and Recreation Director, Recreation Division Manager, Recreation Coordinator, Springbrook Nature Center Manager, Customer Service Representatives, Administrative Assistant
Private Donor Gift Data	Solicitation letters, proposals, pledge cards	Private and Non-Public	M.S. 13.792	City Manager, Parks and Recreation Director, Recreation Division Manager, Springbrook Nature Center Manager, Customer Service Representatives, Administrative Assistant
Registration Forms and Registration Program Account Information	Registration forms completed by participants or on behalf of participant	Public Private	M.S. 13.57	City Manager, Parks and Recreation Director, Recreation Division Manager, Recreation Coordinator, Springbrook Nature Center Manager, Customer Service Representatives, Administrative Assistant
Scholarships	Names, applications, amounts, income	Private	M.S. 13.548	City Manager, Parks and Recreation Director, Recreation Division Manager, Springbrook Nature Center Manager,

				Customer Service Representatives, Administrative Assistant
Lodging Tax Data	List of taxpayer identification data, collected	Non-Public	M.S. 13.495	City Manager, Parks and Recreation Director, Communications Manager, Finance Director, Assistant Finance Director, Accountant
Mailing Lists	A list of participants	Private	M.S. 13.548	City Manager, Parks and Recreation Director, Communications Manager, and certain employees on an as needed basis as part of a specific work assignment.

Public Safety Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
Arson Reports and Investigations	Information pertaining to arson	Public Confidential	M.S. 13.82 subd. 7; M.S. 13.83	Director Public Safety, Deputy Director of Public Safety, Deputy Director/Fire Chief, Fire Marshall, Office Coordinator, and certain employees on an as needed basis as part of a specific work assignment.
Fire Relief Association	Financial records	Public Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Deputy Director/Fire Chief, Fire Inspector, Director of Finance, Assistant Director of Finance
Voluntary Permission and Consent to Search and Seize	Obtains permission to seize evidence for determining origin of fire.	Confidential until investigation is closed.	M.S. 13.32	Public Safety Director, Safety, Deputy Director of Public Safety, Deputy Director/Fire Chief, Fire Marshall, all full-time and part-time Fire Department staff
911 Recordings	Audio recordings	Public Private	M.S. 13.82 subd. 3a	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians, and certain employees on an as needed

				basis as part of a specific work assignment.
Arrest and Charge	Audio and video recording determined to have evidentiary value where suspects have been arrested, issued citations and/or a report has been forwarded to the prosecutor for a charging decision.	Public/Private Confidential	M.S. 13.82 subd. 10; M.S. 260B.171	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Audio/Video/Digital Training	Determined to have value for future training sessions	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Background Check	Local records check on individual (i.e., employment, adoptions).	Non-Public	M.S. 13.43 subd. 12; M.S. 626.87	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant, Supervisors, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Body Worn Camera Footage	Video and/or audio captured on Police body worn cameras	Public Non-Public	M.S. 13.825	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer, Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Case Files/Offense Reports Adult	Includes individual's name, date of birth, time of occurrence, date and place of action, description of what happened, location, whether any weapons were used, ICR's, statistical data, and other pertinent data.	Public/Private	M.S. 13.82 subd. 3a	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.

Case Files/Offense Reports - Juvenile	Includes individual's name, date of birth, time of occurrence, and place of action, description of what happened, location, whether any weapons were used, and other pertinent data.	Non-Public Private Confidential	M.S. 13.82; M.S. 260.171	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer, Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Certification for Peace Officer for State Aid Application	State form PA-1	Public/Private	M.S. 13.43	City Manager, Public Safety Director, Deputy Director of Public Safety, Finance Director, Employee Resources Director, Insurance and Payroll Coordinator
Dangerous/Potentially Dangerous Dogs	Information on potentially/dangerous dogs	Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, City Clerk, Deputy City Clerk, Supervisors, Detectives, responding officer(s), Support Lieutenant, and certain employees on an as needed basis as part of a specific work assignment.
Death Investigation	Any case file or any investigation involving a death.	Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, and certain employees on an as needed basis as part of a specific work assignment.
Department Payroll and Leave Information	Information collected by Police Division before sending to payroll.	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Command Staff, Employee Resources Director, Employee Resources Specialist, Administrative Assistant
Dictated and Audio Recorded Reports	Audio recordings of the officer's report transcribed into written report.	Public/Private	M.S. 13.82; M.S. 260B.171	Public Safety Director, Deputy Director of Public Safety, Detectives, Police Technicians
Digital Transcription System Recording	Statements taken from victims, witnesses, suspects, et. al.	Public/Private	M.S. 13.82; M.S. 206B.171	Public Safety Director, Deputy Director of Public Safety, Detectives, Police Technicians

E-Reports – Officer Reports	Field copy of police report	Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Emergency Plan	Emergency Operations Plan	Public/Private	M.S. 13.37	City Manager, Public Safety Director, Deputy Director of Public Safety, Supervisors, Public Works Director, City Engineer, Assistant City Engineer, Communications Manager, Public Works Managers, Public Works Lead, and certain employees on an as needed basis as part of a specific work assignment.
Evidence/Property Logs and Inventory Reports	Property which has been found, confiscated, seized, etc.	Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Evidence Clerk
Expunged Records	Case file, which may include ticket, arrest report, legal documents, photos, etc. and Notice of Expungement.	Private Confidential	M.S. 609A.01	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant, Police Technician
Fingerprint Cards	Sworn officers and police personnel; janitors or persons accessing secured areas without supervision.	Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Office Coordinator
Firearm Application Permits/Transfers	Includes application to purchase a copy of the firearm permit to carry.	Private	M.S. 13.87	Public Safety Director, Deputy Director of Public Safety, Police Technician
Fridley Municipal Building Security Card/Key Authorization	Applications for security access to City facilities	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant
Fridley Police Association Records	Financial records and membership fees	Public/Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Association Treasure
Homicides	Audio and video recordings containing	Public Confidential	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors,

	information regarding any homicides			Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Incident Reports	Adult/Juvenile: includes date, time, place of action, any resistance encountered, any pursuit engaged, whether any weapons were used, the charge, arrest or search warrants or legal basis for action, the identities of agencies, units within agencies and individual persons taking the action; whether and where the individual is being held in custody or is being incarcerated by the agency, the date, time and legal basis for any transfer of custody and identification of agency or person who received custody the date, time and legal basis for any release from custody or incarceration, the name, age, sex and last known address of any adult person or the age and sex of any juvenile person cited arrested or incarcerated or otherwise substantially deprived of their liberty, whether the agency employed wiretaps or other eavesdropping techniques, the manner in which the agencies received the information that led to the arrest, and the response or report number.	Public Private	M.S. 13.82 subd. 3a; M.S. 260B.171	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Internal Investigations	Audio and video recording determined to have evidentiary value in any internal investigations	Public/Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Investigations Lieutenant

Internal Investigation	Case files and reports	Public/Private/Confidential	M.S. 13.39; M.S. 13.43; M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Investigations Lieutenant
Interviews – Audio and Video Recordings	Determined to have evidentiary value. (All audio tapes will be transcribed and a copy of the transcription will be kept with the case file.	Public Confidential	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, responding officer(s), Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Intoxilyzer Test Results	Original record maintained by the BCA. Department copy retained in accordance with the item they related to (i.e., case file or arrest report).	Public/Private Confidential	M.S. 13.82 subd. 5	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Holding Cell Inspection Record		Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians, Patrol Lieutenant
Lost and Found Animal Log	Log of animals that are lost and found	Public/Private	M.S. 13.82 subd. 3	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians, Community Service Officer, and certain employees on an as needed basis as part of a specific work assignment.
Master Name File	Adult	Public/Private Confidential	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Police Technician, Administrative Sergeant
Master Name File	Juvenile	Private	M.S. 260B.171	Public Safety Director, Deputy Director of Public Safety, Police Technician, Administrative Sergeant
Officer Candidate Application	Interviewed, no background investigation	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Employee Resources Director, Employee Resources Specialist, Administrative Assistant,

				Background Investigator, Office Coordinator
Officer Candidates Background	Investigation, not hired	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Employee Resources Director, Employee Resources Specialist, Employee Resources Background Investigator, Office Coordinator
Officer Candidates Background	Investigation, hired	Public Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Employee Resources Director, Employee Resources Specialist, Employee Resources Background Investigator, Office Coordinator
Pawn Shop Records		Private	M.S. 13.82 subd. 27	Public Safety Director, Deputy Director of Public Safety, Detectives, Police Technicians
Photographs/Ne gatives or Digital Discs		Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Police Technicians, Administrative Sergeant
Police Clearance Letters	Criminal history or individual within jurisdiction.	Public/Private	M.S. 13.87	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant, Police Technicians
Prisoner Property Receipts		Public/Private	M.S. 13.85	Public Safety Director, Deputy Director of Public Safety, Patrol Lieutenant
Roll Call Information	Briefing information for department	Public/Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Security Door Transaction	Electronic report identifying transactions	Non-Public	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant, Office Coordinator, and certain employees on an as needed basis as part of a specific work assignment.

Taped Interviews (no suspects)	Audio/video/digital recordings determined to have evidentiary value where no suspects have been developed, and/or no individuals have been formally charged.	Public/Private	M.S. 13.82; M.S. 206B.171	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, and certain employees on an as needed basis as part of a specific work assignment.
Training Records	Examples include first aid, firearm training, advanced driving, crime scene processing, report writing, etc.	Public/Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, designated supervisor, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Office Coordinator
Training Staff Files	Summary report of training history and personnel information	Public/Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, designated supervisor, Employee Resources Director, Employee Resources Specialist, Administrative Assistant, Office Coordinator
Use of Force	Audio, video and digital recordings containing information of any incident where force was used and supervisory review is completed according to department policy.	Public/Private Confidential	M.S. 13.39; M.S. 13.43; M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Supervisors, responding officer(s)
Validation/Error Integrity Reports		Private	M.S. 13.82	Public Safety Director, Deputy Director of Public Safety, Police Technicians, Administrative Sergeant
Validation Report	Regarding stolen property	Private, Non-Public	M.S. 13.82 subd. 20	Public Safety Director, Deputy Director of Public Safety, Administrative Sergeant, Police Technicians, and certain employees on an as needed basis as part of a specific work assignment.
Videotape of Holding Cell		Private	M.S. 13.43	Public Safety Director, Deputy Director of Public Safety, Supervisors, Detectives, Police Technicians

Public Works Department Not Public Data Inventory

Name of Record	Description	Data Classification	Citation for Classification	Employee Work Access
Bids, Quotations and RFP's	RFP and bid documentation	Public Non-Public	M.S. 13.37 subd. 2; M.S. 13.59	City Manager, Community Development Director, HRA Director, HRA Assistant Executive Director, Planning Manager, Environmental Planner, Neighborhood Preservation Specialist, Rental Inspector, Public Works Director, City Engineer, Assistant City Engineer, Public Works Managers, Environmental Planner, Administrative Assistant, Finance Director, Public Safety Director, Deputy Director of Public Safety, Deputy Director/Fire Chief, Fire Marshall, Administrative Assistant
Environmental Complaints	Reports about environmental complaints, including disposition	Public Private	M.S. 13.44	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Administrative Assistant, Public Works Managers, and certain employees on an as needed basis as part of a specific work assignment.
Environmental Protection Agency or Minnesota Health Department Reports	Complaints	Private Non-Public	M.S. 13.39; M.S. 13.44	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Public Works Managers, Administrative Assistant, and certain employees on an as needed basis as part of a specific work assignment.
Mailing and Email Lists	List of affected parties, project notification lists including email subscriber information.	Private	M.S. 13.548	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Administrative Assistant, Environmental Planner

Notice of Utility Disconnection	Notice of private and public utility gas or electric disconnections.	Private Non-Public	M.S. 216B.0976	City Manager, Public Works Director, Public Works Utility Manager, Administrative Assistant
Permit and License Applications	Permit and license applications and summary data – includes telecommunications, right-of-way, utility, site applications and business license applications.	Public Private	M.S. 13.37	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Engineering Technicians, Public Works Managers, Public Works Lead, Public Works Utilities Staff, Administrative Assistant, and certain employees on an as needed basis as part of a specific work assignment.
Public and Utility Facilities	Building plans, computer coding systems used to provide security and operation of public utility services and building security systems.	Non-Public	M.S. 13.37 subd. 1b	City Manager, Public Works Director, Public Works Managers, Public Works Facilities Coordinator, Public Safety Director, Public Safety Deputy Director, IT Manager, and certain employees on an as needed basis as part of a specific work assignment.
Public Utility Infrastructure	Streets, storm sewer, public utility designs, drawings, schematics	Non-Public	M.S. 13.37	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Engineer, Engineering Technician, Public Works Managers, Public Works Lead, Public Works Service Workers, Public Works Facilities Coordinator, Public Works Fleet Coordinator, Administrative Assistant, Public Safety Director, Deputy Director of Public Safety, and certain employees on an as needed basis as part of a specific work assignment.
Site Plans	Engineering plans, design specifications, structural and utility plans	Public Private Non-Public	M.S. 13.37 subd. 1b	City Manager, Public Works Director, City Engineer, Assistant City Engineer, Public Works Utilities Staff, City Forester, Administrative Assistant, Environmental

				Planner, Community Development Director, Planning Manager, Building Inspector, Permit Coordinator.
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RELEASE OF INFORMATION CONSENT

About This Form

The City does not have the legal authority to release any not public government data on individuals to another entity/person. If you wish the City to release any not public government data to another entity/person you must grant your written informed consent.

Verifications

I, _____ (Name), give my permission for the City of Fridley to release data about me to _____ (Name of other entity/person) as described in this consent.

1. The specific data I want the City of Fridley to release includes (explanation of data):

2. I understand that I have asked the City of Fridley to release the data.
3. I understand that although the data are classified as private at the City of Fridley the classification/treatment of the data at _____ (Name of other entity/person) may not be the same and is dependent on laws or policies that may apply to _____ (Name of other entity/person).
4. I understand that I may cancel this consent at any time prior to the information being released by notifying the member of staff listed above on this content form in writing.
5. I understand this consent form automatically expires 60 days after signing.

Signature of data subject

Date

Parent/Guardian signature (if needed)

Date

Submit this form to: City Clerk's Office, 7071 University Avenue N.E., Fridley, MN 55432
CityClerk@FridleyMN.gov.



BODY WORN CAMERA RELEASE

About This Form

Pursuant to M.S. § 13.825 Body Worn Camera (BWC) video is not public without redaction unless the City of Fridley (City) has received a Release of Information for every image or voice recorded on the video.

Verifications

I, _____ (Name), whose date of birth is ____/____/____ give consent and permission to the City to release BWC footage containing my image and/or voice.

☐ I am the parent/guardian of a minor child whose image and/or voice was recorded on a BWC.

☐ I give my permission for the City to release BWC video containing images or voice records of my minor child(ren). List full names and dates of birth of each minor child:

I affirm the information provided is true and correct under penalty of law. This authorization shall be valid for a period of one year, but may be revoked at any time, prior to expiration, by providing written notice to the City. Signature must be notarized or witnessed by a City of Fridley Police Division staff member.

Signature

____/____/____
Date of Authorization

Notary Public Verification

State of _____)
)SS
County of _____)

This instrument was acknowledged before me this ____ day of _____, _____.

Notary Public

City of Fridley Police Division Staff Member Verification

City Staff Witness

____/____/____
Date Received

Submit this form to: City of Fridley Police Division, 7071 University Avenue N.E., Fridley, MN 55432
PoliceRecords@FridleyMN.gov.



BODY WORN CAMERA REQUEST

About This Form

This form is to be used by any member of the public to request Body Worn Camera (BWC) footage from the City of Fridley (City) Police Division.

After receiving a request for BWC footage, a staff member will review the footage. Staff will then contact you to advise you on the classification of data found in the footage, if redaction is needed, and the possibility of fees associated with your request. Payment of fees must be made in full prior to the release of any BWC footage.

Verifications

Requestor's Name: _____

Phone: _____

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Incident Report Number: _____

☐ I would like the video emailed to: _____

☐ I would like the video saved to a disc and mailed to: _____

For Internal Use

Received By _____

_____/_____/_____
Date Received

Submit this form to: City of Fridley Police Division, 7071 University Avenue N.E., Fridley, MN 55432
PoliceRecords@FridleyMN.gov.



DATA PRACTICES REQUEST FORM

About This Form

The MGDPA provides that the City must maintain all Government Data in a manner that makes it easy for public inspection and access. To inspect data or request copies of data that the City maintains, a written request must be submitted in a form as required by the City.

Request Details

Contact Information

Name: _____ Date: _____

Street Address: _____ City, State, Zip: _____

Email: _____ Phone: _____

Requesting parties are not required to provide the above contact information. Requests cannot be accommodated if there is no contact information provided. Staff will begin gathering data upon submission of this form. Pursuant to M.S. § 13.04 if the requestor is the subject of the data, the City must respond within 10 business days of the request, excluding Saturdays, Sundays and City holidays. If the requestor is not the subject of the data, the City must respond in an appropriate and prompt manner, which is within a reasonable amount of time depending on the nature and extent of the request. The City will communicate with the requestor regarding the nature of the request and what an appropriate response time may be.

I am requesting access to data in the following way:

☐ Inspection ☐ Copies ☐ Both inspection and copies ☐ Summary Data

Data Requested:

☐ Police Incident Report (ICR) ☐ Other City Data

Describe the data you are requesting as specifically as possible (attach additional sheets if necessary):

Submittal Information:

If you are requesting copies of Police Incident Reports (ICRs) submit this form to:	If you are requesting any other City data submit this form to:
City of Fridley Police Division 7071 University Avenue N.E., Fridley, MN 55432 PoliceRecords@FridleyMN.gov	City of Fridley City Clerk Division 7071 University Avenue N.E., Fridley, MN 55432 CityClerk@FridleyMN.gov



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Korrie Johnson, Assistant Finance Director

Title

Resolution No. 2023-12, Approving Gifts, Donations and Sponsorships Received Between December 12, 2022 and January 17, 2023

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 December 12, 2022 and January 17, 2023. 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. 2023-12.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-12
- 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. 2023-12**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 December 12, 2022 and January 17 2023; 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 December 12, 2022 and January 17, 2023.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January 23, 2023.

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
12/19/2022	SNC	Xcel grant	Springbrook Foundation	\$7,500.00	270
12/22/2022	SNC	Green Roof	Springbrook Foundation	\$67,751.20	270
12/28/2022	Public Safety - Police	Donation for Police K9 Expenses	Coss Family Foundation (St. Paul & MN Foundation)	\$20,000.00	101
12/30/2022	SNC	Donation for Winterfest - Kicksleds	Spring Lake Park Lions	\$1,500.00	270
12/31/2022	SNC	Donation Box Contents	Various	\$127.00	270
1/3/2023	Public Safety - Police	Donation for "Nite to Unite" supplies	MINCO	\$1,000.00	101
1/17/2023	Parks & Recreation - Rec Div	Donation for Winterfest - Kicksleds	Fridley Lions Club	\$1,500.00	101
Year to Date Total				\$99,378.20	



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director

Title

Resolution No. 2023-13, Approving a Service Contract With Steven Tallen, Tallen Baertschi Law, for Prosecution Services for the Code Enforcement and Rental Inspection Divisions

Background

When the City of Fridley (City) hired the law firm of Kennedy and Graven, the understanding was that Kennedy and Graven would handle among other municipal things, the land use, zoning, and legal assistance that Community Development would need to complete their work. One thing that was not understood was the fact that prosecution of Code Enforcement and Rental Inspections would not be handled through the Kennedy and Graven firm. As the City Council is aware, for most prosecutions, the City uses a shared legal team of Attorneys from the City of Coon Rapids. That team, however, does not handle Code Enforcement or Rental Inspection Prosecution cases. An oversight on the firm's part and assumption that we hand those cases criminally, rather than civilly. Working with Kennedy and Graven to fill this prosecution void, Andrew Biggerstaff, in February 2020, suggested that there was an attorney that they would recommend for those cases as they would arise. That attorney was Steven Tallen. With a relatively low expectation of case numbers annually, this arrangement was settled upon and has worked extremely well. There have been, as expected a relatively small number of cases (12 total) that end up in court, but all cases have been settled to the City's satisfaction with Steven's services.

Changes to original agreement terms:

Fees:

Attorneys ~~\$170.00~~ \$185.13 per hour

Legal Assistants ~~\$100.00~~ \$108.90 per hour until December 31, 2023, at which time the rate will be subject to a cost-of-living adjustment at the beginning of each year.

Expenses will be billed without any mark up. Copies will be billed at \$.20 per copy. The City will be billed monthly.

Staff recommends approval of a two-year term with an opportunity to extend in two-year increments, upon successful performance reviews of firm, before the end of each two-year term.

Vision Statement

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

Financial Impact

The financial impact of this adjustment is anticipated to be nominal based on case history and will be absorbed in the legal services budget.

Recommendation

Staff recommend the approval of Resolution No. 2023-13.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-13
- Acceptance of 2020 Service Agreement from Wally Wysopal, City Manager
- Previous Prosecution Services Agreement February 28, 2020
- Updated Prosecution Services Proposal
- Resume of Steven M. Tallen

Vision Statement

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

Resolution No. 2023 - 13

Approving a Service Agreement With The Tallen Baertschi Law Firm For Prosecution Services For Code Enforcement and Rental Housing Division Prosecution Matters

Whereas, Steven M. Tallen, Tallen Baertschi Attorneys at Law (Firm) has provided Code Enforcement and Rental Inspection Division prosecution services for the City of Fridley (City) since March 4, 2020; and

Whereas, the City requires a firm specializing in prosecution of Code Enforcement and Rental Housing Division case work; and

Whereas, the firm of Tallen Baertschi has been successful in bringing about successful resolution in the Code Enforcement and Rental Housing Division Prosecutions since service began in March 2020; and

Whereas, the original agreement was crafted in conjunction with the City Attorney's office and was intended for periodic review; and

Whereas, review of cases managed by the firm on behalf of the City have been exemplary in drawing to successful close matters of Code Enforcement and Rental Inspection violations that rise to court review; and

Whereas, moving into a new calendar year it is important to review contracts and agreements, review terms and conditions and modify as necessary; and

Whereas, both parties have seen fit to adjust the rate of payment for service to align with cost-of-living rates; and

Whereas, the City and the Firm have agreed upon the following rate structure:

Attorneys	\$185.13 per hour
Legal Assistants	\$108.90 per hour until 12/31/23, at which time the rate will be subject to a cost-of-living adjustment at the beginning of each year.
Expenses will be billed without any mark up.	
Copies will be billed at \$.20 per copy; and	

Whereas, the City will be billed by the Firm monthly; and

Whereas, approval of this resolution also recognizes an initial two-year term, with an opportunity to extend in two-year increments, upon successful performance reviews of the Firm, before the end of each two-year term.

Now, therefore be it resolved, that the Mayor and the City Clerk, are hereby authorized to execute all documents necessary to enter into a service agreement with the Firm of Tallen Baertschi Attorneys at Law with terms as identified herein.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January 2023.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk

**STEVEN M. TALLEN
ATTORNEY AT LAW
920 2nd Avenue South
Suite 1540
Minneapolis, MN 55402
(612) 349-3900**

Steven M. Tallen
Attorney
steve@tablawmn.com

Marijo Witte
Paralegal
mwitte@tablawmn.com

January 5, 2023

Via U.S. Mail and e-mail

Mr. Wally Wysopal
City Manager
City of Fridley
6431 University Avenue NE
Fridley, MN 55432

Re: Housing and Zoning Prosecution

Dear Mr. Wysopal:

As you know, I have been the prosecuting attorney for housing and zoning violations for the City of Fridley since 2020. I have spoken with Scott Hickok, and he tells me that the City is pleased with my services and would like me to continue in that position. I would like to also continue in that position. When I started my hourly rate was \$160 per hour for attorney time, and \$87.50 per hour for legal assistant time. That increased to \$170 per hour for attorney time, and \$100 per hour for legal assistant time in 2022. The rate of inflation has increased substantially and I find it necessary to ask for an increase for 2023. My understanding, if I read the internet charts correctly, the cost-of-living has increased approximately 5.9% during 2021, and around 8.9% in 2022. What I am proposing for 2023 is an increase of approximately 8.9%, which would bring my hourly rate to \$185 for attorney time, and \$109 for legal assistant time. I propose all other terms remain the same.

As prosecuting attorney for housing and zoning violations, I provide prosecution services for those types of violations, as well as directing communication when necessary with landlords and/or homeowners to try to urge voluntary compliance without using the criminal prosecution option whenever possible. I also consult frequently with Mary Dooher and other members of the Zoning and Code Enforcement staff to discuss the approach that we believe would be best for the City in these types of cases. I am also responsible for the preparation of criminal complaints when appropriate, attendance at all court hearings related to such charges, preparation for the appearances, and attempts to resolve cases short of actually going to trial. I have tried to keep the City staff, through Ms. Dooher's office, apprised of the status of any cases; and while the number of cases is not large, I understand and respect that keeping the housing ordinances enforced in Fridley is an important quality of life issue for the City and its residents.

January 5, 2023

Page 2

Since I last wrote, my partner has left our practice and I am now a sole practitioner. I have been a prosecuting attorney in Minnesota for 34 years and believe I am well respected in the legal community. As part of my obligation to the City of Fridley, I will not accept any client whose interests conflict with the interests of the City of Fridley; and if such a conflict occurs either because of my conflict or the City's conflict, the matter will be referred out to a competent conflict prosecutor. My office plan and approach to these cases is to utilize the use of my legal assistant whenever feasible so as to reduce the fees charged to the City without any reduction in the quality of legal services provided. My legal assistant, Marijo Witte, has been with me for 34 years and is as competent as anyone in the metropolitan area in this area. When I spoke with Mr. Hickok, he asked if I would consider entering into a multi-year agreement with the City of Fridley. I am happy to do that. The fees and expenses will be dealt with as addressed below.

ATTORNEY FEES: \$185 per hour for calendar year 2023. For calendar year 2024, the fees will be increased by the increase in the cost-of-living, if any. For calendar years 2024 the fees will be increased on January 1st of each year by an amount equal to the cost-of-living increase for the previous year.

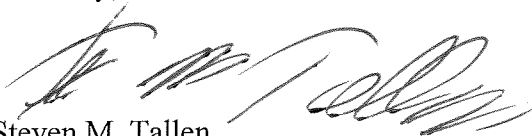
LEGAL ASSISTANT FEES: \$109 per hour for calendar year 2023, which will go into effect on January 1, 2023, and increased in the same manner as for the lawyer time on January 1, 2024.

Expenses will be passed through without any markup, and copies will be billed at \$.20 per copy. The City will be billed monthly.

For essentially my entire legal career I have been a full-time contract prosecutor for various cities, including Maple Grove, Medina, Loretto, Deephaven, Woodland, Orono, Rockford, Osseo, and the Lake Minnetonka Conservation District. I have also acted as conflict prosecutor for the Cities of Plymouth, Golden Valley, Vadnais Heights, Roseville, Eagan, Minnetonka, and Hopkins. As I indicated to Mr. Hickok, if the council is interested, I would be happy to appear before them either at a work session or a regular session to explain just what it is I do as the Housing and Zoning Prosecutor.

I look forward to continue working for the City of Fridley.

Sincerely,



Steven M. Tallen
Fridley Prosecuting Attorney
Zoning & Housing

SMT/mw

cc: Scott Hickok – Community Development Director

Collins, Roberta

From: Wysopal, Wally
Sent: Wednesday, March 04, 2020 9:51 AM
To: steve@tablawmn.com
Cc: Hickok, Scott; Biggerstaff, Andrew M.; Cahill, Daniel; Collins, Roberta
Subject: Legal Services Agreement

Steve –

I am in receipt of your letter of agreement for prosecutorial services dated February 28, 2020 related to the City of Fridley Zoning and code enforcement. Your experiences are significant and the cities you serve speak highly of your record.

With that, and based on the recommendation of my staff, the City accepts the terms of the agreement.

We look forward to working with you!

Wally

Wally Wysopal

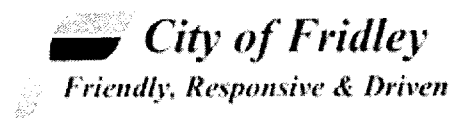
City Manager

City of Fridley

Direct: 763-572-3506

7071 University Ave. N.E., Fridley, MN 55432

Wally.Wysopal@FridleyMN.gov | FridleyMN.gov



TALLEN and BAERTSCHI
Attorneys at Law

920 Second Avenue South
Suite 1540

MINNEAPOLIS, MN 55402-2224

STEVEN M. TALLEN
steve@tablawmn.com

FACSIMILE (612) 349-3995
TELEPHONE (612) 349-3900

PAUL D. BAERTSCHI
paul@tablawmn.com

February 28, 2020

Mr. Wally Wysopal
City Manager
City of Fridley
6431 University Avenue NE
Fridley, MN 55432

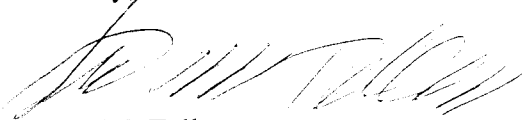
Re: Proposal to Provide Prosecution Services for Code Enforcement/Zoning Violations

Dear Mr. Wysopal:

I met with Scott Hickok, Dan Cahill and Andrew Biggerstaff at the Fridley City Offices on February 21, 2020 to discuss the possibility of my firm providing prosecution services for code and zoning violations for the City of Fridley. After the meeting, Mr. Hickok told me that he would like me to provide those services and asked me to provide you with a short proposal regarding the same. I've enclosed my proposal, which Mr. Hickok told me would be agreeable and I hope you and the Council find it acceptable as well.

My understanding is that at the present time there are no cases needing prosecution and Mr. Hickok indicated that he expected there would only be 3 or 4 such cases a year. Therefore, I don't expect there will be a lot of work done on this file, but you have my assurances that what work we will do we will regard as very important and will do our very best to achieve the desired results. For your information, I've enclosed a copy of my resume. As you can see, I have essentially been a full-time contract prosecutor for my entire legal career. In addition to the Cities we currently represent, Maple Grove, Medina, Loretto, Deephaven, Woodland, Orono, Rockford, Osseo and the Lake Minnetonka Conservation District. I have also acted as a conflict prosecutor for the Cities of Plymouth, Golden Valley, Vadnais Heights, Roseville, Eagan, Minnetonka and Hopkins. If you would like to discuss my proposal further, please give me a call. Otherwise please inform me when and if this proposal is accepted by the Fridley City Council. I look forward to a good working relationship with you and your staff.

Sincerely,



Steven M. Tallen

SMT/jt
Enclosures

TALLEN and BAERTSCHI
Attorneys at Law

920 Second Avenue South
Suite 1540

MINNEAPOLIS, MN 55402-2224

STEVEN M. TALLEN
steve@tablawmn.com

FACSIMILE (612) 349-3995
TELEPHONE (612) 349-3900

PAUL D. BAERTSCHI
paul@tablawmn.com

Proposal to Provide Misdemeanor Code Enforcement Prosecution Services
To the City of Fridley, Minnesota

To: Wally Wysopal, City Manager

Tallen and Baertschi, Attorneys at Law is submitting this proposal to provide misdemeanor code enforcement services to the City of Fridley. Under the terms of this proposal, Tallen and Baertschi, with Steven M. Tallen as lead attorney agree to provide prosecution services to the City of Fridley for all zoning and code enforcement issues in the City of Fridley. These services shall include consultation with the City Staff as needed, the preparation of criminal complaints when appropriate, attendance at all court hearings related to such criminal charges, preparation for and appearance on the City's behalf at any trials that may be necessary if the criminal charges can not be resolved short of trial. In addition, Tallen and Baertschi agrees to keep the City Staff apprised of the status of any cases moving through the courts and will provide a yearly summary of activity to the City Manager or their appointed representative.

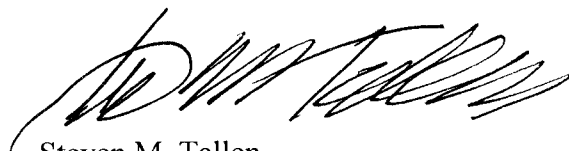
Steven Tallen agrees to be the primary prosecutor with occasional assistance from Paul Baertschi. Both Tallen and Baertschi have been prosecuting attorneys for over 30 years and are well respected in the community of municipal prosecutors in the metropolitan area. We agree to not accept any client which might create a conflict of interest with our duties as code and zoning enforcement prosecutors for the City of Fridley. Our office agrees to utilize the use of legal assistants when feasible when to do so might reduce the fees charged to the City without any reduction in the quality of legal services provided.

Fees:

Attorneys \$170.00 per hour until 12/31/2021
Legal Assistants \$100.00 per hour until 12/31/21 at which time the rate will be subject to a cost of living adjustment.
Expenses will be billed without any mark up.
Copies will be billed at \$.20 per copy.

The City will be billed monthly.

Sincerely,



Steven M. Tallen
Tallen & Baertschi

RESUME OF STEVEN MARK TALLEN

Professional Experience

- 1993 – Present Attorney – Tallen & Baertschi, Minneapolis, Minnesota. Prosecuting Attorney for the Cities of Maple Grove, Medina, Loretto, Orono, Deephaven, Woodland, The Lake Minnetonka Conservation District, Robbinsdale, Osseo and the Hennepin County portion of Rockford.
- 1991 – 1993 Attorney – Carruthers & Tallen, Minneapolis, Minnesota. Prosecuting Attorney for the Cities of Medina, Loretto and The Lake Minnetonka Conservation District.
- 1986 – 1991 Attorney – LeFevere, Lefler, Kennedy, O'Brien and Drawz, Minneapolis, Minnesota. Head of Municipal Prosecution Department supervising ten part-time prosecutors providing prosecution services to the Cities of Richfield, Brooklyn Center, Robbinsdale, Plymouth, Medina, Loretto, Independence and The Lake Minnetonka Conservation District.
- 1975 – 1985 Police Officer for the City of Golden Valley, Minnesota
- 1986 – Present Conflict Prosecutor for the Cities of Minnetonka, Hopkins, Plymouth, Roseville, Golden Valley, Vadnais Heights and Eagan.

Education

- 1975 Bachelor of Arts (History Major), University of Minnesota (Minneapolis)
- 1981 Juris Doctor, William Mitchell College of Law, St. Paul, Minnesota

Publications and Presentations

Contributing Author to Minnesota DWI Deskbook
Presenter Minnesota CLE Criminal Justice Institute

Professional Associations

Hennepin County Suburban Prosecutors Association
Instructor Minnesota State Judicial Training Program
Hennepin County Bar Association



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2023-14, Approving Claims for the Period Ending January 18, 2023

Background

Attached is Resolution No. 2023-14 and the Claims Report for the period ending January 18, 2023.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2023-14.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-14
- City Council Claims Report

Vision Statement

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

Resolution No. 2023-14**Approving Claims for the Period Ending January 18, 2023**

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 January 18, 2023, 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 23rd day of January, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 8.

Council Claims Report

By Fund

Payment Dates 1/5/2023 - 1/18/2023

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 101 - General Fund							
Vendor: 13268 - 121 BENEFITS							
INV0027415	01/06/2023	INV0027415	CITY OF FRIDLEY HLTH REIMB ...	101-213150	Health Reimb HRA/Veba & HSA..	01/06/2023	850.00
Vendor 13268 - 121 BENEFITS Total:							850.00
Vendor: 10177 - ASPEN EQUIPMENT CO							
10244146	01/18/2023	10244146	CAR PARTS - VEH 736	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	134.50
10244716	01/18/2023	10244716	CAR PARTS - VEH 725	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	248.50
Vendor 10177 - ASPEN EQUIPMENT CO Total:							383.00
Vendor: 10184 - ASTLEFORD INTERNATIONAL TRUCKS							
01P90126	01/18/2023	01P90126	CAR PARTS - VEH 778	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	590.52
Vendor 10184 - ASTLEFORD INTERNATIONAL TRUCKS Total:							590.52
Vendor: 10195 - AUTONATION FORD WHITE BEAR LAKE							
283353	01/18/2023	283353	CAR PARTS - VEH 325	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	37.11
286756	01/18/2023	286756	CAR PARTS - VEH 673 AND 687	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	48.76
290227	01/18/2023	290227	CAR PARTS - VEH 713	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	106.49
290438	01/18/2023	290438	CAR PARTS- VEH 502	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	277.32
Vendor 10195 - AUTONATION FORD WHITE BEAR LAKE Total:							469.68
Vendor: Ppt ID: 307066 - CITY OF FRIDLEY ICMA-457							
INV0027392	01/06/2023	INV0027392	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	01/06/2023	18,956.52
INV0027393	01/06/2023	INV0027393	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	01/06/2023	4,976.38
Vendor Ppt ID: 307066 - CITY OF FRIDLEY ICMA-457 Total:							23,932.90
Vendor: 267997 - FFFA DUES - CITY OF FRIDLEY ICMA-IAFF DUES/INTL ASSOC/FIRE FIGHTERS							
INV0027411	01/06/2023	INV0027411	FF DUES - LOCAL #1986	101-213230	Union Dues - FT Fire	01/06/2023	60.00
Vendor 267997 - FFFA DUES - CITY OF FRIDLEY ICMA-IAFF DUES/INTL ASSOC/FIRE FIGHTERS Total:							60.00
Vendor: Ppt ID: 803502 - CITY OF FRIDLEY ICMA-RHS							
INV0027396	01/06/2023	INV0027396	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	01/06/2023	352.88
INV0027407	01/06/2023	INV0027407	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	01/06/2023	75.00
INV0027408	01/06/2023	INV0027408	CITY OF FRIDLEY ICMA Ppt ID ...	101-213280	RHS Plan (ICMA)	01/06/2023	2,550.00
INV0027409	01/06/2023	INV0027409	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	01/06/2023	700.00
Vendor Ppt ID: 803502 - CITY OF FRIDLEY ICMA-RHS Total:							3,677.88
Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ICMA-ROTH							
INV0027410	01/06/2023	INV0027410	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213270	ICMA Roth IRA	01/06/2023	4,753.06
Vendor Ppt ID: 705060 - CITY OF FRIDLEY ICMA-ROTH Total:							4,753.06

Council Claims Report

Payment Dates: 1/5/2023

Item 8.

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10563 - DELTA DENTAL PLAN OF MINNESOTA							
INV0027394	01/06/2023	INV0027394	MONTHLY PREMIUM	101-213160	Dental Insurance Payable	01/06/2023	10,453.82
Vendor 10563 - DELTA DENTAL PLAN OF MINNESOTA Total:							10,453.82
Vendor: 13998 - EMPOWER RETIREMENT (for MN/MSRS)							
INV0027390	01/06/2023	INV0027390	CITY OF FRIDLEY MNDP Ppt ID..101-213260		Deferred Comp.-ICMA 457 plan	01/06/2023	1,539.23
INV0027391	01/06/2023	INV0027391	CITY OF FRIDLEY MNDP Ppt ID..101-213260		Deferred Comp.-ICMA 457 plan	01/06/2023	1,096.39
Vendor 13998 - EMPOWER RETIREMENT (for MN/MSRS) Total:							2,635.62
Vendor: 10748 - FRIDLEY POLICE ASSOCIATION							
INV0027426	01/18/2023	INV0027426	BI-WEEKLY PAYROLL CONTRIB...	101-213330	Fridley Police Association	01/20/2023	196.00
Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:							196.00
Vendor: 10782 - GENUINE PARTS CO/NAPA							
4342-896113	01/09/2023	4342-896113	CAR PARTS - VEH 901	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	40.17
4342-896113D	01/09/2023	4342-896113D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-0.80
4342-896610	01/09/2023	4342-896610	AUTO PARTS	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	354.00
4342-896610D	01/09/2023	4342-896610D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-7.48
4342-897104	01/09/2023	4342-897104	AUTO PARTS	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	133.00
4342-897104D	01/09/2023	4342-897104D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-2.66
4342-897106	01/09/2023	4342-897106	CAR PARTS - VEH 736	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	41.01
4342-897106D	01/09/2023	4342-897106D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-0.82
4342-897257	01/09/2023	4342-897257	CAR PARTS - VEH 777	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	20.02
4342-897257D	01/09/2023	4342-897257D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-0.40
4342-897302	01/09/2023	4342-897302	CAR PARTS - VEH 31.82	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	31.82
4342-897302D	01/09/2023	4342-897302D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-0.64
4342-897304	01/09/2023	4342-897304	CREDIT FOR RETURNED PART	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	-30.53
4342-898006	01/09/2023	4342-898006	CAR PARTS - VEH 501	101-141040	Inventory - Auto Parts & Suppl...	01/09/2023	22.14
4342-898006D	01/09/2023	4342-898006D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	01/09/2023	-0.44
4342-898980	01/18/2023	4342-898980	CAR PARTS - VEH 713	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	247.99
4342-898980D	01/18/2023	4342-898980D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	-4.96
Vendor 10782 - GENUINE PARTS CO/NAPA Total:							841.42
Vendor: 10889 - HART'S AUTO SUPPLY							
39650	01/18/2023	39650	INVENTORY CAR PARTS	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	3,490.40
Vendor 10889 - HART'S AUTO SUPPLY Total:							3,490.40
Vendor: 10949 - HYDRAULIC SPECIALTY CO							
090004991594	01/13/2023	090004991594	CAR PARTS - VEH 793	101-141040	Inventory - Auto Parts & Suppl...	01/13/2023	83.06
090004991768	01/18/2023	090004991768	CAR PARTS - VEH 793	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	167.04
Vendor 10949 - HYDRAULIC SPECIALTY CO Total:							250.10
Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES							
INV0027416	01/06/2023	INV0027416	BI-WEEKLY SOCIAL SECURITY ...	101-212120	FICA Payable	01/06/2023	43,989.44
INV0027417	01/06/2023	INV0027417	BI-WEEKLY MEDICARE WITHH...	101-212130	Medicare Payable	01/06/2023	16,269.60
INV0027419	01/06/2023	INV0027419	BI-WEEKLY FEDERAL TAX WIT...	101-212100	Federal Tax Withheld	01/06/2023	50,556.12
Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:							110,815.16

Council Claims Report

Payment Dates: 1/5/2023

Item 8.

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11099 - KATH FUEL OIL SERVICE							
763528	01/18/2023	763528	INVENTORY-OIL	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	2,692.65
763934	01/18/2023	763934	CAR PARTS - VEH 612	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	368.00
763935	01/18/2023	763935	CAR PARTS - VEH 5000	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	600.00
Vendor 11099 - KATH FUEL OIL SERVICE Total:							3,660.65
Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST							
WC 01-2023	01/13/2023	WC 01-2023	Q1-2023 WORK COMP PREMI...	101-213190	Worker's Comp. Liability	01/13/2023	140,688.00
Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:							140,688.00
Vendor: 11298 - MANSFIELD OIL COMPANY							
23915134	01/13/2023	23915134	DIESEL FUEL	101-141010	Inventory - Fuel	01/13/2023	6,139.24
23915135	01/13/2023	23915135	DIESEL FUEL	101-141010	Inventory - Fuel	01/13/2023	2,628.46
23915136	01/13/2023	23915136	UNLEADED FUEL	101-141010	Inventory - Fuel	01/13/2023	13,891.59
Vendor 11298 - MANSFIELD OIL COMPANY Total:							22,659.29
Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER							
INV0027420	01/18/2023	INV0027420	BI-WEEKLY PAYROLL DEDUCTI...	101-213300	Child Support Withheld	01/20/2023	817.71
Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:							817.71
Vendor: 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES							
INV0027418	01/06/2023	INV0027418	BI-WEEKLY STATE INCOME TAX...	101-212110	State Tax Withheld	01/06/2023	23,383.96
Vendor 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES Total:							23,383.96
Vendor: 11447 - MINN EQUIPMENT							
P42195	01/18/2023	P42195	CAR PARTS - VEH 561	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	548.19
Vendor 11447 - MINN EQUIPMENT Total:							548.19
Vendor: 12443 - OPTUM BANK (HSA)							
INV0027401	01/06/2023	INV0027401	HSA SAVINGS ACCT - EMPLOY...	101-213150	Health Reimb HRA/Veba & HSA..	01/06/2023	3,071.32
Vendor 12443 - OPTUM BANK (HSA) Total:							3,071.32
Vendor: 13581 - O'REILLY AUTO PARTS							
3298-106080	01/18/2023	3298-106080	CAR PARTS - VEH 724	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	39.99
Vendor 13581 - O'REILLY AUTO PARTS Total:							39.99
Vendor: 11685 - PERA - PUBLIC EMPLOYEES							
INV0027404	01/06/2023	INV0027404	BI-WEEKLY DEDUCTION - COO...	101-213100	PERA	01/06/2023	43,543.06
INV0027405	01/06/2023	INV0027405	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	01/06/2023	164.46
INV0027406	01/06/2023	INV0027406	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	01/06/2023	60,935.43
Vendor 11685 - PERA - PUBLIC EMPLOYEES Total:							104,642.95
Vendor: 14467 - ROGERS, BRIANNE							
SIGN DEPOSIT	01/13/2023	SIGN DEPOSIT	2023 REFUND-TEMP SIGN DE...	101-221100	Deposits	01/13/2023	200.00
Vendor 14467 - ROGERS, BRIANNE Total:							200.00
Vendor: 12081 - STANDARD INSURANCE COMPANY (LIFE)							
JAN 2023	01/13/2023	JAN 2023	JANUARY LIFE	101-213170	Life Insurance Payable	01/13/2023	2,195.39
JAN 2023	01/13/2023	JAN 2023	JANUARY LIFE RETIREE & POC	101-213170	Life Insurance Payable	01/13/2023	161.73
Vendor 12081 - STANDARD INSURANCE COMPANY (LIFE) Total:							2,357.12

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Vendor: 12082 - STANDARD INSURANCE COMPANY LTD/STD							
JAN 2023	01/13/2023	JAN 2023	JANUARY LONG TERM DISABIL...	101-213200	Long Term Disability Withhold...	01/13/2023	3,228.26
JAN 2023	01/13/2023	JAN 2023	JANUARY SHORT TERM DISABIL...	101-213205	Short Term Disability	01/13/2023	3,849.66
Vendor 12082 - STANDARD INSURANCE COMPANY LTD/STD Total:							7,077.92
Vendor: 12083 - STANDARD SPRING PARTS							
396620	01/13/2023	396620	INVENTORY CAR PARTS	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	1,565.32
Vendor 12083 - STANDARD SPRING PARTS Total:							1,565.32
Vendor: 12122 - SUBURBAN TIRE WHOLESALE INC							
10191883	01/13/2023	10191883	INVENTORY TIRES	101-141040	Inventory - Auto Parts & Suppl...	12/31/2022	1,927.44
10192000	01/18/2023	10192000	TIRES - VEH 108	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	512.20
Vendor 12122 - SUBURBAN TIRE WHOLESALE INC Total:							2,439.64
Vendor: 13933 - TIMESAVER OFF SITE SECRETARIAL INC							
M27909	01/18/2023	M27909	HRA MINUTES-1/5	101-132200	Due from HRA	01/18/2023	159.00
Vendor 13933 - TIMESAVER OFF SITE SECRETARIAL INC Total:							159.00
Vendor: 12195 - TITAN MACHINERY							
17970680 GP	01/18/2023	17970680 GP	CAR PARTS - VEH 793	101-141040	Inventory - Auto Parts & Suppl...	01/18/2023	1,161.20
Vendor 12195 - TITAN MACHINERY Total:							1,161.20
Vendor: 12428 - ZIEGLER INC							
IN000833961	01/13/2023	IN000833961	CAR PARTS - VEH 612	101-141040	Inventory - Auto Parts & Suppl...	01/13/2023	50.69
SI000277606	01/13/2023	SI000277606	CAR PARTS - VEH 612	101-141040	Inventory - Auto Parts & Suppl...	01/13/2023	6,853.09
Vendor 12428 - ZIEGLER INC Total:							6,903.78
							484,775.60
Division: 111 - Legislative							
Vendor: 11204 - LEAGUE OF MINNESOTA CITIES							
369766	01/18/2023	369766	ELECTED LEADERS CONFEREN...	101-1110-632120	City Council / Conferences & S...	01/18/2023	350.00
Vendor 11204 - LEAGUE OF MINNESOTA CITIES Total:							350.00
Vendor: 11360 - METRO CITIES							
1344	01/13/2023	1344	2023 MEMBERSHIP DUES	101-1110-632100	City Council / Dues & Subscript...	01/13/2023	9,039.00
Vendor 11360 - METRO CITIES Total:							9,039.00
Vendor: 13933 - TIMESAVER OFF SITE SECRETARIAL INC							
M27870	01/13/2023	M27870	CITY COUNCIL MINUTES	101-1110-635100	City Council / Services Contrac...	12/31/2022	154.00
M27909	01/18/2023	M27909	MEETING MINUTES-1/4,1/9	101-1110-635100	City Council / Services Contrac...	01/18/2023	544.50
Vendor 13933 - TIMESAVER OFF SITE SECRETARIAL INC Total:							698.50
Division 111 - Legislative Total:							10,087.50
Division: 121 - City Management							
Vendor: 14472 - ROK BROTHERS INC							
INV206098	01/13/2023	INV206098	2022-2023 CRADLEPOINT NET...	101-1210-635130	Gen Mgmt / Hardware & Soft...	12/31/2022	3,808.35
Vendor 14472 - ROK BROTHERS INC Total:							3,808.35
Division 121 - City Management Total:							3,808.35

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Division: 124 - Legal							
Vendor: 12848 - KENNEDY & GRAVEN CHARTERED							
171867	01/13/2023	171867	LEGAL SERVICES	101-1240-631100	Legal / Services-Professional	12/31/2022	7,050.35
Vendor 12848 - KENNEDY & GRAVEN CHARTERED Total:							7,050.35
Division 124 - Legal Total:							7,050.35
Division: 126 - Employee Resources							
Vendor: 10152 - ANOKA RAMSEY COMMUNITY COLLEGE							
00468748	01/13/2023	00468748	EMPLOYEE AWAIR TRAINING S...	101-1260-631100	ER-Empl Resources / Services-...	12/31/2022	875.00
Vendor 10152 - ANOKA RAMSEY COMMUNITY COLLEGE Total:							875.00
Vendor: 14159 - MINN OCCUPATIONAL HEALTH							
417336	01/13/2023	417336	Q4 ONSITE DRUG TESTING SE...	101-1260-631100	ER-Empl Resources / Services-...	12/31/2022	397.24
Vendor 14159 - MINN OCCUPATIONAL HEALTH Total:							397.24
Division 126 - Employee Resources Total:							1,272.24
Division: 127 - Communications & Engagement							
Vendor: 10581 - DO-GOOD BIZ INC							
15598-01	01/18/2023	15598-01	JAN/FEB NEWSLETTER MAILING	101-1270-633120	Comm & Engage / Communicat..	01/18/2023	910.50
Vendor 10581 - DO-GOOD BIZ INC Total:							910.50
Vendor: 12438 - GREENHAVEN PRINTING							
224910	01/18/2023	224910	NEWSLETTER PRINTING JAN/F...	101-1270-633110	Comm & Engage / Printing & B...	01/18/2023	4,715.28
Vendor 12438 - GREENHAVEN PRINTING Total:							4,715.28
Division 127 - Communications & Engagement Total:							5,625.78
Division: 128 - City Clerk							
Vendor: 12087 - STAR TRIBUNE							
19971 12/22	01/13/2023	19971 12/22	ORDINANCE PUBLIC NOTICE-2...	101-1280-633100	City Clerk / Advertising	12/31/2022	64.80
Vendor 12087 - STAR TRIBUNE Total:							64.80
Division 128 - City Clerk Total:							64.80
Division: 132 - Assessing							
Vendor: 14482 - COSTAR REALTY INFORMATION							
117089158-1	01/13/2023	117089158-1	JAN SALES DATA ACCESS-CO...	101-1320-632100	Assessing / Dues & Subscriptio...	01/13/2023	443.87
Vendor 14482 - COSTAR REALTY INFORMATION Total:							443.87
Division 132 - Assessing Total:							443.87
Division: 133 - Information Technology							
Vendor: 10150 - ANOKA COUNTY TREASURY OFFICE							
B221115K-2023	01/18/2023	B221115K-2023	JAN FIBER CHGS	101-1330-633120	IT / Communication (phones, ...	01/18/2023	950.00
Vendor 10150 - ANOKA COUNTY TREASURY OFFICE Total:							950.00
Vendor: 10395 - CENTURY LINK							
9100 389 12/22	01/09/2023	9100 389 12/22	PHONE SERVICE 763 571-9100...	101-1330-633120	IT / Communication (phones, ...	12/31/2022	787.02
2480 360 01/23	01/13/2023	2480 360 01/23	PHONE SERVICE 763 574-2480...	101-1330-633120	IT / Communication (phones, ...	01/13/2023	66.13
Vendor 10395 - CENTURY LINK Total:							853.15

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Vendor: 11238 - LOFFLER COMPANIES-131511							
4239789	01/13/2023	4239789	DEC COPIER/PRINTER CHGS	101-1330-635100	IT / Services Contracted, Non-...	12/31/2022	85.11
Vendor 11238 - LOFFLER COMPANIES-131511 Total:							85.11
Vendor: 14487 - METRO-INET							
1017	01/13/2023	1017	JAN 2023 PHONE CHGS	101-1330-633120	IT / Communication (phones, ...	01/13/2023	4,563.00
Vendor 14487 - METRO-INET Total:							4,563.00
Division 133 - Information Technology Total:							6,451.26
Division: 211 - Police							
Vendor: 10088 - ALLINA HEALTH SYSTEM							
CI00031213	01/18/2023	CI00031213	AED ELECTRODES (4)	101-2110-621130	Police / Operating Supplies	12/31/2022	180.00
Vendor 10088 - ALLINA HEALTH SYSTEM Total:							180.00
Vendor: 10150 - ANOKA COUNTY TREASURY OFFICE							
S230109F	01/18/2023	S230109F	DTF GRANT MATCH 2023	101-2110-638180	Police / Pmts To Other Agencie..	01/18/2023	10,000.00
Vendor 10150 - ANOKA COUNTY TREASURY OFFICE Total:							10,000.00
Vendor: 10178 - ASPEN MILLS INC							
306463	01/09/2023	306463	UNIFORM ITEMS	101-2110-621110	Police / Clothing & Laundry	01/09/2023	145.60
306463D	01/09/2023	306463D	DISCOUNT	101-2110-621110	Police / Clothing & Laundry	01/09/2023	-7.28
306887	01/13/2023	306887	BOOTS, TOURNIQUET	101-2110-621110	Police / Clothing & Laundry	01/13/2023	236.93
306887	01/13/2023	306887	FLASHLIGHT	101-2110-621150	Police / Tools & Minor Equipm...	01/13/2023	118.50
306887D	01/13/2023	306887D	DISCOUNT	101-2110-621110	Police / Clothing & Laundry	01/13/2023	-17.77
Vendor 10178 - ASPEN MILLS INC Total:							475.98
Vendor: 10505 - BLAINE CUSTOM APPAREL & AWARDS							
30216	01/18/2023	30216	RETIREMENT ACRYLIC-ROBERT...	101-2110-621130	Police / Operating Supplies	01/18/2023	90.00
Vendor 10505 - BLAINE CUSTOM APPAREL & AWARDS Total:							90.00
Vendor: 10295 - BOUND TREE MEDICAL LLC							
84816109	01/13/2023	84816109	GLOVES FOR EVIDENCE ROOM	101-2110-621130	Police / Operating Supplies	01/13/2023	113.43
Vendor 10295 - BOUND TREE MEDICAL LLC Total:							113.43
Vendor: 10395 - CENTURY LINK							
0233 605 01/23	01/13/2023	0233 605 01/23	PHONE SERVICE 612E830233 ...	101-2110-633120	Police / Communication (phon...	01/13/2023	106.40
Vendor 10395 - CENTURY LINK Total:							106.40
Vendor: 11153 - HIRERIGHT LLC							
H0219311	01/13/2023	H0219311	DEC HIRERIGHT BACKGROUND...	101-2110-635100	Police / Services Contracted, N...	12/31/2022	10.35
Vendor 11153 - HIRERIGHT LLC Total:							10.35
Vendor: 10935 - HOLIDAY COMPANIES - CAR WASH CLUB							
049401072200	01/13/2023	049401072200	SQUAD WASHES-JUNE 2022	101-2110-635100	Police / Services Contracted, N...	01/13/2023	9.00
Vendor 10935 - HOLIDAY COMPANIES - CAR WASH CLUB Total:							9.00
Vendor: 11285 - MADDEN GALANTER HANSEN LLP							
12/2022	01/13/2023	12/2022	DEC LABOR RELATIONS	101-2110-631100	Police / Services-Professional	12/31/2022	88.85
Vendor 11285 - MADDEN GALANTER HANSEN LLP Total:							88.85

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Vendor: 12607 - MISTER CAR WASH/CAR WASH PARTNERS							
200911	01/13/2023	200911	SQUAD CAR WASHES	101-2110-635100	Police / Services Contracted, N...	12/31/2022	186.00
206421	01/18/2023	206421	SQUAD CAR WASHES DECEMB...	101-2110-635100	Police / Services Contracted, N...	12/31/2022	144.00
Vendor 12607 - MISTER CAR WASH/CAR WASH PARTNERS Total:							330.00
Vendor: 11611 - NORTHEAST TOWING SERVICE INC							
40940	01/13/2023	40940	SQUAD 325 TOW	101-2110-635100	Police / Services Contracted, N...	12/31/2022	130.00
Vendor 11611 - NORTHEAST TOWING SERVICE INC Total:							130.00
Vendor: 13099 - ROADKILL ANIMAL CONTROL							
JULY - NOV 2022	01/13/2023	JULY - NOV 2022	ROADKILL INVOICE JULY-NOV ...	101-2110-635100	Police / Services Contracted, N...	12/31/2022	380.00
Vendor 13099 - ROADKILL ANIMAL CONTROL Total:							380.00
Vendor: 12115 - STREICHER'S							
I1609157	01/13/2023	I1609157	.2023 AMMUNITION	101-2110-621130	Police / Operating Supplies	01/13/2023	2,484.72
I1609287	01/13/2023	I1609287	40MM PROJECTILE-2023	101-2110-621130	Police / Operating Supplies	01/13/2023	2,862.00
I1609287	01/13/2023	I1609287	CHEMICAL IRRITANTS-2023	101-2110-621130	Police / Operating Supplies	01/13/2023	108.00
Vendor 12115 - STREICHER'S Total:							5,454.72
Vendor: 12146 - T-MOBILE							
9516716043	01/13/2023	9516716043	GPS/CELL PHONE TRACKING	101-2110-633120	Police / Communication (phon...	12/31/2022	125.00
Vendor 12146 - T-MOBILE Total:							125.00
Vendor: 12313 - VERIZON WIRELESS							
9924174697	01/13/2023	9924174697	CELL PHONES-POLICE, ACCT 4...	101-2110-633120	Police / Communication (phon...	12/31/2022	1,848.90
Vendor 12313 - VERIZON WIRELESS Total:							1,848.90
Division 211 - Police Total:							19,342.63
Division: 215 - Emergency Management							
Vendor: 12313 - VERIZON WIRELESS							
9924174697	01/13/2023	9924174697	CELL PHONES-EOC, ACCT 4422...	101-2150-633120	Emergency Mgmt / Communic...	12/31/2022	41.51
Vendor 12313 - VERIZON WIRELESS Total:							41.51
Division 215 - Emergency Management Total:							41.51
Division: 219 - Fire							
Vendor: 10178 - ASPEN MILLS INC							
305910	01/13/2023	305910	FT UNIFORM REPLACEMENT - ...	101-2190-621110	Fire / Clothing & Laundry	12/31/2022	164.70
Vendor 10178 - ASPEN MILLS INC Total:							164.70
Vendor: 14474 - BROADWAY AWARDS							
52141	01/13/2023	52141	FIREFIGHTER AWARD PLAQUES	101-2190-621130	Fire / Operating Supplies	12/31/2022	145.50
Vendor 14474 - BROADWAY AWARDS Total:							145.50
Vendor: 14269 - CARE RESOURCE CONNECTION							
1025	01/13/2023	1025	JAN CARE RESOURCE CONTRA...	101-2190-635100	Fire / Services Contracted, Non..	01/13/2023	2,000.00
Vendor 14269 - CARE RESOURCE CONNECTION Total:							2,000.00

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Vendor: 10393 - CENTURY COLLEGE CONT EDUCATION							
1131561	01/18/2023	1131561	FIRE OFFICER 1 REGISTRATION...	101-2190-632120	Fire / Conferences & School	01/18/2023	4,025.00
Vendor 10393 - CENTURY COLLEGE CONT EDUCATION Total:							4,025.00
Vendor: 10395 - CENTURY LINK							
0545 311 01/23	01/13/2023	0545 311 01/23	PHONE SERVICE 612 Z010545 ...	101-2190-633120	Fire / Communication (phones,...	01/13/2023	354.76
Vendor 10395 - CENTURY LINK Total:							354.76
Vendor: 10637 - EMERGENCY APPARATUS MAINT							
125905	01/13/2023	125905	E2 MASTER STREAM REPAIR	101-2190-635100	Fire / Services Contracted, Non..	12/31/2022	1,950.19
Vendor 10637 - EMERGENCY APPARATUS MAINT Total:							1,950.19
Vendor: 10899 - HEALTH PARTNERS							
10102	01/13/2023	10102	FF ANNUAL RESPIRATOR FOLL...	101-2190-631100	Fire / Services-Professional	12/31/2022	217.00
Vendor 10899 - HEALTH PARTNERS Total:							217.00
Vendor: 10937 - HOME DEPOT CREDIT SERVICES							
12/21/22 STMT	01/13/2023	12/21/22 STMT	MAINTENANCE SUPPLIES STAT...	101-2190-621140	Fire / Supplies for Repair & Ma...	12/31/2022	70.57
Vendor 10937 - HOME DEPOT CREDIT SERVICES Total:							70.57
Vendor: 14483 - INTL ASSOC OF FIRE CHIEFS-IAFC							
2023 MEMBERSHIP	01/13/2023	2023 MEMBERSHIP	IAFC ANNUAL DUES - ZIKMUND	101-2190-632100	Fire / Dues & Subscription, Pe...	01/13/2023	270.00
Vendor 14483 - INTL ASSOC OF FIRE CHIEFS-IAFC Total:							270.00
Vendor: 14164 - JONES & BARTLETT LEARNING LLC							
617684	01/13/2023	617684	FIRE OFFICER CLASS TEXTBOO...	101-2190-632120	Fire / Conferences & School	12/31/2022	519.49
Vendor 14164 - JONES & BARTLETT LEARNING LLC Total:							519.49
Vendor: 12961 - JUDE, THADDEUS							
20220104 - 24935	01/13/2023	20220104 - 24935	REIMB FOR FIRE INSP 1, INSTR ...	101-2190-632120	Fire / Conferences & School	12/31/2021	970.00
Vendor 12961 - JUDE, THADDEUS Total:							970.00
Vendor: 11450 - MINN FIRE SERVICE CERT BOARD							
10646	01/13/2023	10646	11/16 FIRE INSTRUCTOR CERT ...	101-2190-632120	Fire / Conferences & School	12/31/2022	756.00
10755	01/18/2023	10755	MFSCB CERT TEST INSPECTOR -...	101-2190-632100	Fire / Dues & Subscription, Pe...	12/31/2022	126.00
Vendor 11450 - MINN FIRE SERVICE CERT BOARD Total:							882.00
Vendor: 11479 - MINN STATE FIRE CHIEFS ASSOC							
5492	01/13/2023	5492	FIRE OFFICER SCHOOL LUCHT	101-2190-632120	Fire / Conferences & School	01/13/2023	285.00
5493	01/13/2023	5493	FIRE OFFICER SCHOOL KNOWL...	101-2190-632120	Fire / Conferences & School	01/13/2023	285.00
5494	01/13/2023	5494	FIRE OFFICER SCHOOL GRAND...	101-2190-632120	Fire / Conferences & School	01/13/2023	285.00
Vendor 11479 - MINN STATE FIRE CHIEFS ASSOC Total:							855.00
Vendor: 11785 - PREMIUM WATERS INC							
319174995	01/13/2023	319174995	WATER FOR RESPONSES	101-2190-621130	Fire / Operating Supplies	12/31/2022	8.49
Vendor 11785 - PREMIUM WATERS INC Total:							8.49
Vendor: 10420 - TARGETSOLUTIONS LEARNING LLC							
INV64208	01/13/2023	INV64208	VECTOR SOLUTIONS CHECK IT ...	101-2190-635130	Fire / Hardware & Software Su...	01/13/2023	1,819.12

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INV65328	01/13/2023	INV65328	VECTOR SOLUTIONS SCHEDUL...	101-2190-635130	Fire / Hardware & Software Su...	01/13/2023	3,359.95
Vendor 10420 - TARGETSOLUTIONS LEARNING LLC Total:							5,179.07
Division 219 - Fire Total:							17,611.77
Division: 311 - Campus Facilities							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084863	01/13/2023	6290084863	FLOOR MATS & SHOP TOWELS ...	101-3110-621110	Facilities / Clothing & Laundry	01/13/2023	83.42
6290084881	01/13/2023	6290084881	UNIFORMS - FACILITIES	101-3110-621110	Facilities / Clothing & Laundry	01/13/2023	16.36
6290084859	01/18/2023	6290084859	FLOOR MATS - CH	101-3110-621110	Facilities / Clothing & Laundry	01/18/2023	18.90
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							118.68
Vendor: 14181 - ASSOC OF MINNESOTA COUNTIES-MCCFMA							
12909-2023	01/13/2023	12909-2023	MCCFMA YEARLY DUES	101-3110-632100	Facilities / Dues,Subscription,P...	01/13/2023	350.00
Vendor 14181 - ASSOC OF MINNESOTA COUNTIES-MCCFMA Total:							350.00
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
1004-4 01/23	01/18/2023	1004-4 01/23	UTILITIES 10791004-4	101-3110-634100	Facilities / Utility Services	12/31/2022	7,201.79
1005-1 01/23	01/18/2023	1005-1 01/23	UTILITIES 10791005-1	101-3110-634100	Facilities / Utility Services	12/31/2022	5,726.36
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							12,928.15
Vendor: 13288 - HI-TECH REFRIGERATION							
11200	01/18/2023	11200	ICE MACHINE LEAK REPAIRS	101-3110-635100	Facilities / Services Contracted,...	12/31/2022	729.54
Vendor 13288 - HI-TECH REFRIGERATION Total:							729.54
Vendor: 12676 - LEPAGE & SONS							
195535	01/13/2023	195535	TRASH SERVICE - PW	101-3110-635100	Facilities / Services Contracted,...	01/13/2023	625.70
195640	01/13/2023	195640	TRASH SERVICE - CH	101-3110-635100	Facilities / Services Contracted,...	01/13/2023	273.37
Vendor 12676 - LEPAGE & SONS Total:							899.07
Vendor: 11437 - MINN DEPT OF LABOR & INDUSTRY							
ALR0142742X	01/13/2023	ALR0142742X	ELEVATOR ANNUAL LICENSE-CH	101-3110-632100	Facilities / Dues,Subscription,P...	12/31/2022	100.00
Vendor 11437 - MINN DEPT OF LABOR & INDUSTRY Total:							100.00
Vendor: 11683 - OVERHEAD DOOR COMPANY							
129649	01/13/2023	129649	REPAIR BIFOLD DOOR-PD, 2023	101-3110-635100	Facilities / Services Contracted,...	01/13/2023	381.95
Vendor 11683 - OVERHEAD DOOR COMPANY Total:							381.95
Vendor: 14458 - WINTER INDUSTRIES/METRO GARAGE DOOR							
313210	01/13/2023	313210	TRIED TO DIAGNOSE POLICE G...	101-3110-635100	Facilities / Services Contracted,...	12/31/2022	220.00
312840	01/13/2023	312840	REMOVED & REPLACED 2 GAR...	101-3110-635100	Facilities / Services Contracted,...	01/13/2023	5,080.00
Vendor 14458 - WINTER INDUSTRIES/METRO GARAGE DOOR Total:							5,300.00
Vendor: 12411 - YALE MECHANICAL INC							
240466	01/13/2023	240466	MAINTENANCE PW	101-3110-635100	Facilities / Services Contracted,...	12/31/2022	1,437.00
240881	01/13/2023	240881	CH BOILER ALARMS REPL BOOT...	101-3110-635100	Facilities / Services Contracted,...	12/31/2022	1,487.66
Vendor 12411 - YALE MECHANICAL INC Total:							2,924.66
Division 311 - Campus Facilities Total:							23,732.05

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Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 314 - Engineering							
Vendor: 10112 - AMERICAN PUBLIC WORKS ASSOC-APWA							
2023 MEMBERSHIP	01/18/2023	2023 MEMBERSHIP	APWA RENEWAL 2023 TO 2024	101-3140-632100	Eng / Dues & Subscription, Pe...	01/18/2023	3,103.75
Vendor 10112 - AMERICAN PUBLIC WORKS ASSOC-APWA Total:							3,103.75
Vendor: 14475 - CITY ENGINEERS ASSOC OF MN/CEAM							
LIND 2023 DUES	01/13/2023	LIND 2023 DUES	CEAM MEMBERSHIP-LIND	101-3140-632100	Eng / Dues & Subscription, Pe...	01/13/2023	100.00
Vendor 14475 - CITY ENGINEERS ASSOC OF MN/CEAM Total:							100.00
Vendor: 13519 - ERICKSON ENGINEERING							
15417	01/18/2023	15417	DEC LOCKE PARK-BRIDGE INSP...	101-3140-631100	Eng / Services-Professional	12/31/2022	2,185.73
Vendor 13519 - ERICKSON ENGINEERING Total:							2,185.73
Vendor: 12618 - RESPEC							
INV-1222-935	01/18/2023	INV-1222-935	DEC ONSITE SUPPORT	101-3140-635130	Eng / Hardware & Software Su...	12/31/2022	1,220.63
Vendor 12618 - RESPEC Total:							1,220.63
Vendor: 12087 - STAR TRIBUNE							
19971 12/22	01/13/2023	19971 12/22	ENGINEERING PUBLIC NOTICES...	101-3140-633100	Eng / Advertising	12/31/2022	486.72
Vendor 12087 - STAR TRIBUNE Total:							486.72
Vendor: 12157 - TAHO SPORTSWEAR							
3473	01/18/2023	3473	IMPRINT FRIDLEY LOGO ON HI...	101-3140-621110	Eng / Clothing & Laundry	01/18/2023	42.50
Vendor 12157 - TAHO SPORTSWEAR Total:							42.50
Division 314 - Engineering Total:							7,139.33
Division: 316 - Parks							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084872	01/13/2023	6290084872	UNIFORMS - PARKS	101-3160-621110	Parks / Clothing & Laundry	01/13/2023	69.47
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							69.47
Vendor: 14159 - MINN OCCUPATIONAL HEALTH							
417336	01/13/2023	417336	Q4 RANDOM DRUG TESTING	101-3160-631100	Parks / Services-Professional	12/31/2022	64.00
Vendor 14159 - MINN OCCUPATIONAL HEALTH Total:							64.00
Vendor: 12402 - XCEL ENERGY							
811262141	01/18/2023	811262141	UTILITIES 51-5926810-7	101-3160-634100	Parks / Utility Services	12/31/2022	33.43
Vendor 12402 - XCEL ENERGY Total:							33.43
Division 316 - Parks Total:							166.90
Division: 317 - Lighting							
Vendor: 12402 - XCEL ENERGY							
811367644	01/18/2023	811367644	UTILITIES 51-0013256071-2	101-3170-634100	Lighting / Utility Services	12/31/2022	51.80
811377519	01/18/2023	811377519	UTILITIES 51-0013256055-2	101-3170-634100	Lighting / Utility Services	12/31/2022	52.43
Vendor 12402 - XCEL ENERGY Total:							104.23
Division 317 - Lighting Total:							104.23

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Division: 318 - Streets							
Vendor: 10058 - ADVANTAGE SIGNS & GRAPHICS INC							
00055498	01/13/2023	00055498	SIGN BLADES AND BRACKETS	101-3180-621140	Streets / Supplies for Repair &...	12/31/2022	1,759.00
00055576	01/13/2023	00055576	STREET SIGN POSTS AND SUPP...	101-3180-621140	Streets / Supplies for Repair &...	12/31/2022	1,918.50
Vendor 10058 - ADVANTAGE SIGNS & GRAPHICS INC Total:							3,677.50
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084868	01/13/2023	6290084868	UNIFORMS - STREETS	101-3180-621110	Streets / Clothing & Laundry	01/13/2023	65.59
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							65.59
Vendor: 10267 - BLAINE BROTHERS							
010003355731	01/18/2023	010003355731	TOW VEHICLE 778	101-3180-635100	Streets / Services Contracted, ...	01/18/2023	510.75
Vendor 10267 - BLAINE BROTHERS Total:							510.75
Vendor: 10459 - COMPASS MINERALS							
1094671	01/13/2023	1094671	ROAD SALT-DEC	101-3180-621140	Streets / Supplies for Repair &...	12/31/2022	16,726.70
Vendor 10459 - COMPASS MINERALS Total:							16,726.70
Vendor: 11611 - NORTHEAST TOWING SERVICE INC							
40741	01/13/2023	40741	TOW VEH DURING SEALCOATI...	101-3180-635100	Streets / Services Contracted, ...	12/31/2022	95.00
40766	01/13/2023	40766	TOW VEHICLE DURING SEALC...	101-3180-635100	Streets / Services Contracted, ...	12/31/2022	95.00
Vendor 11611 - NORTHEAST TOWING SERVICE INC Total:							190.00
Vendor: 12618 - RESPEC							
INV-0123-019	01/18/2023	INV-0123-019	Q1 FULCRUM/MAPFEEDER SU...	101-3180-635130	Streets / Hardware & Software...	01/18/2023	992.50
Vendor 12618 - RESPEC Total:							992.50
Division 318 - Streets Total:							22,163.04
Division: 319 - Fleet Services: Garage/Shop							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084879	01/18/2023	6290084879	UNIFORMS - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	01/18/2023	53.60
6290087700	01/18/2023	6290087700	UNIFORMS - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	01/18/2023	53.60
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							107.20
Vendor: 10395 - CENTURY LINK							
0546 766 01/23	01/13/2023	0546 766 01/23	PHONE SERVICE 612 Z010546 ...	101-3190-633120	Fleet Services / Communication	01/13/2023	373.09
Vendor 10395 - CENTURY LINK Total:							373.09
Vendor: 10782 - GENUINE PARTS CO/NAPA							
4342-896547	01/09/2023	4342-896547	SHOP SUPPLIES	101-3190-621140	Fleet Services / Supplies for Re...	12/31/2022	61.96
4342-896547D	01/09/2023	4342-896547D	DISCOUNT	101-3190-621140	Fleet Services / Supplies for Re...	12/31/2022	-1.24
4342-896610	01/09/2023	4342-896610	SUPPLIES	101-3190-621140	Fleet Services / Supplies for Re...	12/31/2022	19.99
4342-898136	01/18/2023	4342-898136	SHOP TOOL	101-3190-621150	Fleet Services / Tools & Minor ...	01/18/2023	39.09
4342-898136D	01/18/2023	4342-898136D	DISCOUNT	101-3190-621150	Fleet Services / Tools & Minor ...	01/18/2023	-0.78
4342-899096	01/18/2023	4342-899096	SHOP SUPPLIES	101-3190-621140	Fleet Services / Supplies for Re...	01/18/2023	14.76
4342-899096D	01/18/2023	4342-899096D	DISCOUNT	101-3190-621140	Fleet Services / Supplies for Re...	01/18/2023	-0.30
Vendor 10782 - GENUINE PARTS CO/NAPA Total:							133.48

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Vendor: 14377 - HAJDER, TYLER							
BOOT REIMBURSE	01/09/2023	BOOT REIMBURSE	SAFETY BOOTS REIMB-HAJDER	101-3190-621110	Fleet Services / Clothing & Lau...	01/09/2023	200.00
Vendor 14377 - HAJDER, TYLER Total:							200.00
Vendor: 14159 - MINN OCCUPATIONAL HEALTH							
417336	01/13/2023	417336	Q4 RANDOM DRUG TESTING	101-3190-631100	Fleet Services / Services-Profes...	12/31/2022	64.00
Vendor 14159 - MINN OCCUPATIONAL HEALTH Total:							64.00
Division 319 - Fleet Services: Garage/Shop Total:							877.77
Division: 410 - Recreation							
Vendor: 10581 - DO-GOOD BIZ INC							
15598-01	01/18/2023	15598-01	JAN/FEB REC BROCHURE MAIL...	101-4100-633120	Rec / Communication (phones,...	01/18/2023	910.50
Vendor 10581 - DO-GOOD BIZ INC Total:							910.50
Vendor: 10749 - FRIDLEY COMMUNITY EDUCATION							
2223-258	01/18/2023	2223-258	AQUA ZUMBA FEES	101-4108-621130	Rec Adult Instruct / Operating ...	12/31/2022	262.50
Vendor 10749 - FRIDLEY COMMUNITY EDUCATION Total:							262.50
Vendor: 12438 - GREENHAVEN PRINTING							
224910	01/18/2023	224910	REC BROCHURE PRINTING JAN...	101-4100-633110	Rec / Printing & Binding	01/18/2023	2,722.00
Vendor 12438 - GREENHAVEN PRINTING Total:							2,722.00
Vendor: 14169 - HAMMER SPORTS LLC							
3014	01/18/2023	3014	MEN'S BB REF FEES-2/29/22	101-4107-635100	Rec Sports / Services Contract...	12/31/2022	528.00
3028	01/18/2023	3028	MEN'S BB REF FEES-1/5/23	101-4107-635100	Rec Sports / Services Contract...	01/18/2023	528.00
3056	01/18/2023	3056	MEN'S BB REF FEES-1/12/23	101-4107-635100	Rec Sports / Services Contract...	01/18/2023	528.00
Vendor 14169 - HAMMER SPORTS LLC Total:							1,584.00
Vendor: 11295 - MALONE, TOM							
TAE KWON DO/KARATE	01/18/2023	TAE KWON DO/KARATE	AFTER SCHOOL MARTIAL ARTS...	101-4102-635100	Rec After School / Services Con..	12/21/2022	884.80
Vendor 11295 - MALONE, TOM Total:							884.80
Vendor: 13083 - PERFECTMIND INC							
IN0897055	01/13/2023	IN0897055	2023 ANNUAL SUBSCRIPTION-...	101-4100-635130	Rec / Hardware & Software Su...	01/13/2023	4,725.00
Vendor 13083 - PERFECTMIND INC Total:							4,725.00
Vendor: 14006 - SESAC							
10615558	01/18/2023	10615558	2023 MUSIC LICENSE SUBSCRI...	101-4100-632100	Rec / Dues & Subscription, Pe...	01/18/2023	1,104.00
Vendor 14006 - SESAC Total:							1,104.00
Division 410 - Recreation Total:							12,192.80
Division: 512 - Planning-Code Enforcement							
Vendor: 10147 - ANOKA COUNTY PROP RECORDS/TAXATION							
22-60003	01/13/2023	22-60003	ANOKA CO FILINGS	101-5120-635100	Planning / Services Contracted,...	12/31/2022	46.00
Vendor 10147 - ANOKA COUNTY PROP RECORDS/TAXATION Total:							46.00

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Vendor: 12087 - STAR TRIBUNE							
19971 12/22	01/13/2023	19971 12/22	PLANNING PUBLIC NOTICES	101-5120-633100	Planning / Advertising	12/31/2022	151.12
Vendor 12087 - STAR TRIBUNE Total:							151.12
Division 512 - Planning-Code Enforcement Total:							197.12
Fund 101 - General Fund Total:							623,148.90
Fund: 225 - Cable TV Fund							
Division: 127 - Communications & Engagement							
Vendor: 10447 - COMCAST/XFINITY							
4545 01/23	01/13/2023	4545 01/23	JAN CABLE FEES-8772 10 789 ...	225-1270-633120	Comm & Engage / Communicat..	01/13/2023	317.21
Vendor 10447 - COMCAST/XFINITY Total:							317.21
Division 127 - Communications & Engagement Total:							317.21
Fund 225 - Cable TV Fund Total:							317.21
Fund: 237 - Solid Waste Abatement							
Division: 518 - Recycling							
Vendor: 11877 - REPUBLIC SERVICES #899							
0899-004090212	01/13/2023	0899-004090212	RECYCLING-DEC	237-5180-635100	Recycling / Services Contracted..	12/31/2022	28,085.07
Vendor 11877 - REPUBLIC SERVICES #899 Total:							28,085.07
Division 518 - Recycling Total:							28,085.07
Fund 237 - Solid Waste Abatement Total:							28,085.07
Fund: 270 - Springbrook NC Fund							
Division: 419 - Spring Brook Nature Center							
Vendor: 10085 - ALLENS PERFECT PAINTING							
NATURE CENTER	01/13/2023	NATURE CENTER	2022 PAINTING AT SPRINGBR...	270-4190-635100	SNC / Services Contracted, No...	12/31/2022	1,379.00
Vendor 10085 - ALLENS PERFECT PAINTING Total:							1,379.00
Vendor: 10284 - BOB'S PRODUCE RANCH							
48870	01/13/2023	48870	BEEF SUET	270-4190-621130	SNC / Operating Supplies	01/13/2023	109.25
Vendor 10284 - BOB'S PRODUCE RANCH Total:							109.25
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
0290-5 01/23	01/13/2023	0290-5 01/23	UTILITIES 5530290-5	270-4190-634100	SNC / Utility Services	12/31/2022	16.21
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							16.21
Vendor: 10388 - CENTRAL ROOFING COMPANY							
32203	01/13/2023	32203	ROOF LEAK MANAGEMENT	270-4190-635100	SNC / Services Contracted, No...	12/31/2022	650.00
Vendor 10388 - CENTRAL ROOFING COMPANY Total:							650.00
Vendor: 10395 - CENTURY LINK							
3923 063 12/22	01/09/2023	3923 063 12/22	PHONE SERVICE 763 571-3923...	270-4190-633120	SNC / Communication (phones,..	12/31/2022	51.64
Vendor 10395 - CENTURY LINK Total:							51.64
Vendor: 12676 - LEPAGE & SONS							
195537	01/09/2023	195537	TRASH SERVICE - SNC, JANUARY	270-4190-635100	SNC / Services Contracted, No...	01/09/2023	151.76
Vendor 12676 - LEPAGE & SONS Total:							151.76

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Vendor: 14478 - SUPREME SYSTEMS							
1562	01/13/2023	1562	CONCRETE FLOOR REFINISHING	270-4190-635100	SNC / Services Contracted, No...	12/31/2022	6,012.00
Vendor 14478 - SUPREME SYSTEMS Total:							6,012.00
Division 419 - Spring Brook Nature Center Total:							8,369.86
Fund 270 - Springbrook NC Fund Total:							8,369.86
Fund: 405 - Capital Improvements-BLDG							
Division: 311 - Campus Facilities							
Vendor: 13448 - UHL COMPANY							
48654	01/13/2023	48654	REPLACE MOTOR RELAY/RTU ...	405-3115-635100	CIP Bldg Facilities / Services, N...	12/31/2022	1,586.09
Vendor 13448 - UHL COMPANY Total:							1,586.09
Division 311 - Campus Facilities Total:							1,586.09
Fund 405 - Capital Improvements-BLDG Total:							1,586.09
Fund: 406 - Capital Improvements-STR							
Division: 318 - Streets							
Vendor: 14209 - HENNING PROFESSIONAL SERVICES							
134-09	01/13/2023	134-09	NOV/DEC-53RD AVE ROUNDA...	406-3180-705100	CIP Streets / Infrastructure	12/31/2022	405.00
Vendor 14209 - HENNING PROFESSIONAL SERVICES Total:							405.00
Division 318 - Streets Total:							405.00
Fund 406 - Capital Improvements-STR Total:							405.00
Fund: 407 - Capital Improvements-PKS							
Division: 316 - Parks							
Vendor: 14294 - OERTEL ARCHITECTS							
22-25.7	01/18/2023	22-25.7	INVOICE 7 FOR MOORE LAKE ...	407-3160-701100	CIP Parks / Building & Bldg Imp...	01/18/2023	11,612.50
Vendor 14294 - OERTEL ARCHITECTS Total:							11,612.50
Vendor: 12343 - WSB & ASSOCIATES INC							
R-020685-000-6	01/18/2023	R-020685-000-6	MOORE LAKE PARK DESIGN-N...	407-3160-702100	CIP Parks / Land Improvements	12/31/2022	7,086.50
Vendor 12343 - WSB & ASSOCIATES INC Total:							7,086.50
Division 316 - Parks Total:							18,699.00
Fund 407 - Capital Improvements-PKS Total:							18,699.00
Fund: 410 - Capital Equipment Fund							
Division: 211 - Police							
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 329, POLICE JANU...	410-2110-635110	CapEq. Police / Lease	01/13/2023	2,369.46
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 314, POLICE JANU...	410-2110-635110	CapEq. Police / Lease	01/13/2023	1,327.38
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 315, POLICE JANU...	410-2110-635110	CapEq. Police / Lease	01/13/2023	1,321.15
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 313, POLICE JANU...	410-2110-635110	CapEq. Police / Lease	01/13/2023	1,038.67
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 328, POLICE JANU...	410-2110-635110	CapEq. Police / Lease	01/13/2023	2,553.50
Vendor 13969 - ENTERPRISE FM TRUST Total:							8,610.16
Division 211 - Police Total:							8,610.16

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Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 316 - Parks							
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE - VEH 502 PARKS JANU...	410-3160-635110	CapEq. Parks / Lease	01/13/2023	677.54
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 544, PARKS JANUA...	410-3160-635110	CapEq. Parks / Lease	01/13/2023	553.71
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 546, PARKS JANUA...	410-3160-635110	CapEq. Parks / Lease	01/13/2023	550.88
Vendor 13969 - ENTERPRISE FM TRUST Total:							1,782.13
Division 316 - Parks Total:							1,782.13
Division: 318 - Streets							
Vendor: 10177 - ASPEN EQUIPMENT CO							
10244013	01/13/2023	10244013	PLOW - VEHICLE 715 (LEASE A...	410-3180-621150	CapEq. Streets / Tools & Minor...	12/31/2022	9,640.00
Vendor 10177 - ASPEN EQUIPMENT CO Total:							9,640.00
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 724, STREET JANU...	410-3180-635110	CapEq. Streets / Lease	01/13/2023	526.86
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 715, STREET JANU...	410-3180-635110	CapEq. Streets / Lease	01/13/2023	1,245.89
Vendor 13969 - ENTERPRISE FM TRUST Total:							1,772.75
Division 318 - Streets Total:							11,412.75
Division: 512 - Planning-Code Enforcement							
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 104, PLANNING/C...	410-5120-635110	CapEq. Planning / Lease	01/13/2023	530.00
Vendor 13969 - ENTERPRISE FM TRUST Total:							530.00
Division 512 - Planning-Code Enforcement Total:							530.00
Division: 514 - Rental Inspections							
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 112, RENTAL INSP ...	410-5140-635110	CapEq. Rental Inspect / Lease	01/13/2023	564.21
Vendor 13969 - ENTERPRISE FM TRUST Total:							564.21
Division 514 - Rental Inspections Total:							564.21
Fund 410 - Capital Equipment Fund Total:							22,899.25
Fund: 601 - Water Fund							
Division: 601 - Water							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084874	01/13/2023	6290084874	UNIFORMS - WATER	601-6012-621110	Water Ops / Clothing & Laundry	01/13/2023	38.91
6290087693	01/18/2023	6290087693	UNIFORMS - WATER	601-6012-621110	Water Ops / Clothing & Laundry	01/18/2023	38.91
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							77.82
Vendor: 10222 - BARTON SAND & GRAVEL CO							
230115	01/18/2023	230115	WASHED SAND AND CLASS 5	601-6012-621140	Water Ops / Supplies for Repai...	01/18/2023	1,307.79
Vendor 10222 - BARTON SAND & GRAVEL CO Total:							1,307.79
Vendor: 10224 - BATTERIES PLUS							
P58718810	01/13/2023	P58718810	SECURITY LIGHTS-WELL #1	601-6012-621140	Water Ops / Supplies for Repai...	01/13/2023	64.50
Vendor 10224 - BATTERIES PLUS Total:							64.50

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Item 8.

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
2843-3 01/23	01/13/2023	2843-3 01/23	UTILITIES 10942843-3	601-6012-634100	Water Ops / Utility Services	12/31/2022	1,492.86
3440-7 01/23	01/13/2023	3440-7 01/23	UTILITIES 5513440-7	601-6012-634100	Water Ops / Utility Services	12/31/2022	162.79
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							1,655.65
Vendor: 10395 - CENTURY LINK							
0548 412 01/23	01/13/2023	0548 412 01/23	PHONE SERVICE 612 Z010548 ...	601-6012-633120	Water Ops / Communication (...)	01/13/2023	251.36
Vendor 10395 - CENTURY LINK Total:							251.36
Vendor: 13095 - CORE & MAIN LP							
S169695	01/18/2023	S169695	REPAIR CLAMP	601-6012-621140	Water Ops / Supplies for Repai...	01/18/2023	240.12
Vendor 13095 - CORE & MAIN LP Total:							240.12
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 603, WATER JANU...	601-6019-635110	Water CIP / Lease	01/13/2023	550.88
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 605, WATER JANU...	601-6019-635110	Water CIP / Lease	01/13/2023	677.54
Vendor 13969 - ENTERPRISE FM TRUST Total:							1,228.42
Vendor: 10811 - GOPHER STATE ONE-CALL INC							
2120408	01/13/2023	2120408	DEC BILLABLE LOCATES	601-6012-635100	Water Ops / Services Contract...	12/31/2022	44.55
Vendor 10811 - GOPHER STATE ONE-CALL INC Total:							44.55
Vendor: 10894 - HAWKINS INC							
6365056	01/13/2023	6365056	WATER TREATMENT SUPPLIES	601-6012-621130	Water Ops / Operating Supplies	12/31/2022	8,290.92
6367700	01/13/2023	6367700	CHEMICAL FEED SUPPLIES- C...	601-6019-703100	Water CIP / Machinery & Equi...	12/31/2022	73,194.23
6375208	01/13/2023	6375208	WATER TREATMENT SUPPLIES	601-6012-621130	Water Ops / Operating Supplies	01/13/2023	1,694.56
Vendor 10894 - HAWKINS INC Total:							83,179.71
Vendor: 10996 - INSTRUMENTAL RESEARCH INC							
4610	01/13/2023	4610	WATER TESTING - DECEMBER	601-6012-635100	Water Ops / Services Contract...	12/31/2022	320.00
Vendor 10996 - INSTRUMENTAL RESEARCH INC Total:							320.00
Vendor: 11060 - JOHN HENRY FOSTER							
10630609-00	01/13/2023	10630609-00	AIR COMPRESSOR PARTS-LOC...	601-6012-621140	Water Ops / Supplies for Repai...	01/13/2023	279.25
Vendor 11060 - JOHN HENRY FOSTER Total:							279.25
Vendor: 14471 - LEAK LOCATORS OF MONTANA							
1722	01/13/2023	1722	LEAK DETECTION EQUIPMENT	601-6019-703100	Water CIP / Machinery & Equi...	01/13/2023	18,492.00
Vendor 14471 - LEAK LOCATORS OF MONTANA Total:							18,492.00
Vendor: 11346 - MENARDS - FRIDLEY							
81571	01/13/2023	81571	SMALL TOOLS	601-6012-621150	Water Ops / Tools & Minor Equ...	01/13/2023	141.77
81579	01/13/2023	81579	STEP LADDER	601-6012-621130	Water Ops / Operating Supplies	01/13/2023	69.97
Vendor 11346 - MENARDS - FRIDLEY Total:							211.74
Vendor: 11438 - MINN DEPT OF NATURAL RESOURCES-OMB							
1975-6244-22	01/13/2023	1975-6244-22	2022 WATER PERMIT-DNR WA...	601-6012-632100	Water Ops / Dues & Subscripti...	12/31/2022	14,232.36
Vendor 11438 - MINN DEPT OF NATURAL RESOURCES-OMB Total:							14,232.36
Vendor: 11586 - NEW BRIGHTON, CITY OF							
22-0002597	01/18/2023	22-0002597	NOV WATER TREATMENT SUP...	601-6012-621130	Water Ops / Operating Supplies	12/31/2022	2,593.87

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Item 8.

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
23-0002622	01/18/2023	23-0002622	DEC WATER TREATMENT SUPP...	601-6012-621130	Water Ops / Operating Supplies	12/31/2022	2,053.42
Vendor: 11618 - NORTHERN SANITARY SUPPLY INC							
206050	01/18/2023	206050	RESTROOM SUPPLIES - WTP	601-6012-621140	Water Ops / Supplies for Repai...	01/18/2023	219.88
Vendor: 11691 - PACE ANALYTICAL SERVICE INC							
1223-6765	01/18/2023	1223-6765	DEC DRINKING WATER SURVEY	601-6012-635100	Water Ops / Services Contract...	12/31/2022	1,466.94
Vendor: 12618 - RESPEC							
INV-1222-936	01/18/2023	INV-1222-936	DEC GIS-MAPPING	601-6012-635130	Water Ops / Hardware & Soft...	12/31/2022	288.72
INV-0123-019	01/18/2023	INV-0123-019	Q1 FULCRUM/MAPFEEDER SU...	601-6012-635130	Water Ops / Hardware & Soft...	01/18/2023	992.50
Vendor: 13436 - REVSPRING INC							
INV1322983	01/13/2023	INV1322983	UB WEBSITE-DEC	601-6010-633120	Water Admin / Communication..	12/31/2022	540.52
INV1322983	01/13/2023	INV1322983	UB STATEMENT-DEC	601-6010-633120	Water Admin / Communication..	12/31/2022	1,924.76
Vendor: 12105 - STIMEY ELECTRIC							
5029	01/13/2023	5029	INSTALL VFD WELL 9	601-6019-703100	Water CIP / Machinery & Equi...	12/31/2022	12,941.20
5030	01/13/2023	5030	INSTALL VFD WELL 6	601-6019-703100	Water CIP / Machinery & Equi...	12/31/2022	12,018.47
5032	01/13/2023	5032	RECLAIM TANK REPAIRS-COM...	601-6012-635100	Water Ops / Services Contract...	12/31/2022	3,670.77
Vendor: 12269 - USA BLUEBOOK							
209407	01/13/2023	209407	PARTS FOR CHEMICAL FEED AT...	601-6012-621140	Water Ops / Supplies for Repai...	12/31/2022	123.38
213490	01/13/2023	213490	PARTS FOR CHEMICAL FEED AT...	601-6012-621140	Water Ops / Supplies for Repai...	12/31/2022	258.77
Vendor: 12319 - VESSCO INC							
089727	01/13/2023	089727	POLY CHEM TANK-COMMONS...	601-6019-703100	Water CIP / Machinery & Equi...	12/31/2022	11,608.00
089767	01/13/2023	089767	CLEAR PRESSURE RELIEF VALV...	601-6012-635100	Water Ops / Services Contract...	01/13/2023	1,125.00
Vendor: 12360 - WATER CONSERVATION SERVICE INC							
12861	01/13/2023	12861	WATER LEAK LOCATES-ASHTO...	601-6012-635100	Water Ops / Services Contract...	12/31/2022	1,215.01
Fund: 602 - Sewer Fund							
Division: 602 - Sewer							
Vendor: 14486 - A-DAVE'S LOCK & SAFE LLC							
114906	01/18/2023	114906	KEYS FOR LIFT STATIONS	602-6022-621140	Sewer Ops / Supplies for Repai...	01/18/2023	65.00

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Item 8.

Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
6290084877	01/13/2023	6290084877	UNIFORMS - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	01/13/2023	47.50
6290087696	01/18/2023	6290087696	UNIFORMS - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	01/18/2023	47.50
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							95.00
Vendor: 10193 - AUTOMATIC SYSTEMS CO INC							
379315	01/13/2023	379315	GEORGETOWN LS-PLC REPLAC...	602-6029-635100	Sewer CIP / Services Contracte...	12/31/2022	6,983.00
Vendor 10193 - AUTOMATIC SYSTEMS CO INC Total:							6,983.00
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
0265-6 01/23	01/13/2023	0265-6 01/23	UTILITIES 11430265-6	602-6022-634100	Sewer Ops / Utility Services	12/31/2022	17.36
3414-1 01/23	01/13/2023	3414-1 01/23	UTILITIES 11603414-1	602-6022-634100	Sewer Ops / Utility Services	12/31/2022	16.07
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							33.43
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 673, SEWER JANU...	602-6029-635110	Sewer CIP / Lease	01/13/2023	550.88
Vendor 13969 - ENTERPRISE FM TRUST Total:							550.88
Vendor: 10779 - GENERAL REPAIR SERVICE							
78745	01/09/2023	78745	REPAIR DAMAGED KEYWAY	602-6022-635100	Sewer Ops / Services Contract...	12/31/2022	3,515.00
78746	01/13/2023	78746	62ND LS REPAIR	602-6022-635100	Sewer Ops / Services Contract...	12/31/2022	1,459.32
Vendor 10779 - GENERAL REPAIR SERVICE Total:							4,974.32
Vendor: 10811 - GOPHER STATE ONE-CALL INC							
2120408	01/13/2023	2120408	DEC BILLABLE LOCATES	602-6022-635100	Sewer Ops / Services Contract...	12/31/2022	44.55
Vendor 10811 - GOPHER STATE ONE-CALL INC Total:							44.55
Vendor: 12697 - HEINEMAN PAINTING INC							
LOCKE LAKE LS	01/13/2023	LOCKE LAKE LS	LIFT STATION REPAIR-LOCKE L...	602-6029-635100	Sewer CIP / Services Contracte...	12/31/2022	5,600.00
Vendor 12697 - HEINEMAN PAINTING INC Total:							5,600.00
Vendor: 11368 - METROPOLITAN COUNCIL							
0001150235	01/13/2023	0001150235	WASTEWATER - FEB	602-6022-634100	Sewer Ops / Utility Services	01/13/2023	434,336.81
Vendor 11368 - METROPOLITAN COUNCIL Total:							434,336.81
Vendor: 14159 - MINN OCCUPATIONAL HEALTH							
417217	01/13/2023	417217	DEC RANDOM DRUG TESTING	602-6022-631100	Sewer Ops / Services-Professi...	12/31/2022	280.00
417336	01/13/2023	417336	Q4 RANDOM DRUG TESTING	602-6022-631100	Sewer Ops / Services-Professi...	12/31/2022	110.00
Vendor 14159 - MINN OCCUPATIONAL HEALTH Total:							390.00
Vendor: 12618 - RESPEC							
INV-1222-936	01/18/2023	INV-1222-936	DEC GIS-MAPPING	602-6022-635130	Sewer Ops / Hardware & Soft...	12/31/2022	288.72
INV-0123-019	01/18/2023	INV-0123-019	Q1 FULCRUM/MAPFEEDER SU...	602-6022-635130	Sewer Ops / Hardware & Soft...	01/18/2023	992.50
Vendor 12618 - RESPEC Total:							1,281.22
Vendor: 13436 - REVSPRING INC							
INV1322983	01/13/2023	INV1322983	UB STATEMENT-DEC	602-6020-633120	Sewer Admin / Communication..	12/31/2022	948.01

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Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
INV1322983	01/13/2023	INV1322983	UB WEBSITE-DEC	602-6020-633120	Sewer Admin / Communication..	12/31/2022	266.22
Vendor 13436 - REVSPRING INC Total:							1,214.23
Division 602 - Sewer Total:							455,568.44
Fund 602 - Sewer Fund Total:							455,568.44
Fund: 603 - Storm Water Fund							
Division: 603 - Storm							
Vendor: 13969 - ENTERPRISE FM TRUST							
FBN4645195	01/13/2023	FBN4645195	LEASE-VEH 687, STORM JANU...	603-6039-635110	Storm CIP / Lease	01/13/2023	532.51
Vendor 13969 - ENTERPRISE FM TRUST Total:							532.51
Vendor: 13015 - PETERSON COMPANIES INC							
EST. NO. 1	01/18/2023	EST. NO. 1	MOORE LAKE FILTER, EST1-DEC	603-6039-705100	Storm CIP / Infrastructure	12/31/2022	347,666.00
Vendor 13015 - PETERSON COMPANIES INC Total:							347,666.00
Vendor: 12618 - RESPEC							
INV-1222-936	01/18/2023	INV-1222-936	DEC GIS-MAPPING	603-6032-635130	Storm Ops / Hardware & Soft...	12/31/2022	288.81
INV-0123-019	01/18/2023	INV-0123-019	Q1 FULCRUM/MAPFEEDER SU...	603-6032-635130	Storm Ops / Hardware & Soft...	01/18/2023	992.50
Vendor 12618 - RESPEC Total:							1,281.31
Division 603 - Storm Total:							349,479.82
Fund 603 - Storm Water Fund Total:							349,479.82
Fund: 609 - Municipal Liquor							
Division: 691 - Store 1 - Cub location							
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
1717-3 01/23	01/13/2023	1717-3 01/23	UTILITIES 9791717-3	609-6910-634100	Liq Store 1 / Utility Services	12/31/2022	968.31
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							968.31
Vendor: 12676 - LEPAGE & SONS							
195536	01/09/2023	195536	TRASH SERVICE - LIQ 1, JANUA...	609-6910-635100	Liq Store 1 / Services Contract...	01/09/2023	70.86
Vendor 12676 - LEPAGE & SONS Total:							70.86
Vendor: 12402 - XCEL ENERGY							
811206922	01/13/2023	811206922	UTILITIES 51-0838492-9	609-6910-634100	Liq Store 1 / Utility Services	12/31/2022	1,537.29
Vendor 12402 - XCEL ENERGY Total:							1,537.29
Division 691 - Store 1 - Cub location Total:							2,576.46
Division: 692 - Store 2 - Hwy 65 location							
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
2808-1 01/23	01/13/2023	2808-1 01/23	UTILITIES 5582808-1	609-6920-634100	Liq Store 2 / Utility Services	12/31/2022	697.19
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							697.19
Vendor: 12676 - LEPAGE & SONS							
195501	01/09/2023	195501	TRASH SERVICE - LIQ 2, JANUA...	609-6920-635100	Liq Store 2 / Services Contract...	01/09/2023	44.66
Vendor 12676 - LEPAGE & SONS Total:							44.66

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Payable Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11823 - QUALITY REFRIGERATION SERVICE							
1111445	01/13/2023	1111445	JAN HVAC SERVICE CONTRACT	609-6920-635100	Liq Store 2 / Services Contract...	01/13/2023	332.09
Vendor 11823 - QUALITY REFRIGERATION SERVICE Total:							332.09
Vendor: 12402 - XCEL ENERGY							
811264081	01/13/2023	811264081	UTILITIES 51-5583129-3	609-6920-634100	Liq Store 2 / Utility Services	12/31/2022	1,021.94
Vendor 12402 - XCEL ENERGY Total:							1,021.94
Division 692 - Store 2 - Hwy 65 location Total:							2,095.88
Fund 609 - Municipal Liquor Total:							4,672.34
Fund: 703 - Employee Benefits							
Vendor: 12443 - OPTUM BANK (HSA)							
INV0027400	01/06/2023	INV0027400	HSA SAVINGS ACCT - EMPLOY...	703-213340	Health Care Spending	01/06/2023	4,038.17
Vendor 12443 - OPTUM BANK (HSA) Total:							4,038.17
							4,038.17
Fund 703 - Employee Benefits Total:							4,038.17
Fund: 704 - Self Insurance Fund							
Division: 713 - Self Insurance							
Vendor: 10751 - FRIENDLY CHEVROLET INC							
1112289	01/13/2023	1112289	ACCIDENT REPAIR VEH 660-S...	704-7130-635100	Self Ins / Services Contracted, ...	12/31/2022	6,706.73
1112906	01/13/2023	1112906	ACCIDENT REPAIR-325/POLICE	704-7130-635100	Self Ins / Services Contracted, ...	12/31/2022	722.00
1113829	01/13/2023	1113829	VANDALISM REPAIR-325/POLI...	704-7130-635100	Self Ins / Services Contracted, ...	12/31/2022	4,198.53
Vendor 10751 - FRIENDLY CHEVROLET INC Total:							11,627.26
Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST							
1ST INSTALL PMT 2023	01/13/2023	1ST INSTALL PMT 2023	Q1-2023 LIABILITY INS-PROP/...	704-7130-631130	Self Ins / Insurance Policies	01/13/2023	49,803.00
Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:							49,803.00
Division 713 - Self Insurance Total:							61,430.26
Fund 704 - Self Insurance Fund Total:							61,430.26
Grand Total:							1,753,325.89

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	623,148.90
225 - Cable TV Fund	317.21
237 - Solid Waste Abatement	28,085.07
270 - Springbrook NC Fund	8,369.86
405 - Capital Improvements-BLDG	1,586.09
406 - Capital Improvements-STR	405.00
407 - Capital Improvements-PKS	18,699.00
410 - Capital Equipment Fund	22,899.25
601 - Water Fund	174,626.48
602 - Sewer Fund	455,568.44
603 - Storm Water Fund	349,479.82
609 - Municipal Liquor	4,672.34
703 - Employee Benefits	4,038.17
704 - Self Insurance Fund	61,430.26
Grand Total:	1,753,325.89

Account Summary

Account Number	Account Name	Payment Amount
101-1110-632100	City Council / Dues & Sub...	9,039.00
101-1110-632120	City Council / Conferences...	350.00
101-1110-635100	City Council / Services Con...	698.50
101-1210-635130	Gen Mgmt / Hardware & ...	3,808.35
101-1240-631100	Legal / Services-Professio...	7,050.35
101-1260-631100	ER-Empl Resources / Servi...	1,272.24
101-1270-633110	Comm & Engage / Printing..	4,715.28
101-1270-633120	Comm & Engage / Comm...	910.50
101-1280-633100	City Clerk / Advertising	64.80
101-1320-632100	Assessing / Dues & Subscr...	443.87
101-132200	Due from HRA	159.00
101-1330-633120	IT / Communication (pho...	6,366.15
101-1330-635100	IT / Services Contracted, ...	85.11
101-141010	Inventory - Fuel	22,659.29
101-141040	Inventory - Auto Parts & S...	22,343.89
101-2110-621110	Police / Clothing & Laundry	357.48
101-2110-621130	Police / Operating Supplies	5,838.15
101-2110-621150	Police / Tools & Minor Equ..	118.50
101-2110-631100	Police / Services-Professi...	88.85
101-2110-633120	Police / Communication (...)	2,080.30
101-2110-635100	Police / Services Contract...	859.35
101-2110-638180	Police / Pmts To Other Ag...	10,000.00

Account Summary

Account Number	Account Name	Payment Amount
101-212100	Federal Tax Withheld	50,556.12
101-212110	State Tax Withheld	23,383.96
101-212120	FICA Payable	43,989.44
101-212130	Medicare Payable	16,269.60
101-213100	PERA	104,642.95
101-213150	Health Reimb HRA/Veba &..	3,921.32
101-213160	Dental Insurance Payable	10,453.82
101-213170	Life Insurance Payable	2,357.12
101-213190	Worker's Comp. Liability	140,688.00
101-213200	Long Term Disability With...	3,228.26
101-213205	Short Term Disability	3,849.66
101-213230	Union Dues - FT Fire	60.00
101-213260	Deferred Comp.-ICMA 457..	26,568.52
101-213270	ICMA Roth IRA	4,753.06
101-213280	RHS Plan (ICMA)	3,677.88
101-213300	Child Support Withheld	817.71
101-213330	Fridley Police Association	196.00
101-2150-633120	Emergency Mgmt / Com...	41.51
101-2190-621110	Fire / Clothing & Laundry	164.70
101-2190-621130	Fire / Operating Supplies	153.99
101-2190-621140	Fire / Supplies for Repair ...	70.57
101-2190-631100	Fire / Services-Professional	217.00
101-2190-632100	Fire / Dues & Subscription,..	396.00
101-2190-632120	Fire / Conferences & Scho...	7,125.49
101-2190-633120	Fire / Communication (ph...	354.76
101-2190-635100	Fire / Services Contracted,...	3,950.19
101-2190-635130	Fire / Hardware & Softwa...	5,179.07
101-221100	Deposits	200.00
101-3110-621110	Facilities / Clothing & Lau...	118.68
101-3110-632100	Facilities / Dues,Subscript...	450.00
101-3110-634100	Facilities / Utility Services	12,928.15
101-3110-635100	Facilities / Services Contra...	10,235.22
101-3140-621110	Eng / Clothing & Laundry	42.50
101-3140-631100	Eng / Services-Professional	2,185.73
101-3140-632100	Eng / Dues & Subscription,..	3,203.75
101-3140-633100	Eng / Advertising	486.72
101-3140-635130	Eng / Hardware & Softwa...	1,220.63
101-3160-621110	Parks / Clothing & Laundry	69.47
101-3160-631100	Parks / Services-Professio...	64.00
101-3160-634100	Parks / Utility Services	33.43
101-3170-634100	Lighting / Utility Services	104.23
101-3180-621110	Streets / Clothing & Laund...	65.59

Account Summary

Account Number	Account Name	Payment Amount
101-3180-621140	Streets / Supplies for Repa..	20,404.20
101-3180-635100	Streets / Services Contrac...	700.75
101-3180-635130	Streets / Hardware & Sof...	992.50
101-3190-621110	Fleet Services / Clothing &...	307.20
101-3190-621140	Fleet Services / Supplies f...	95.17
101-3190-621150	Fleet Services / Tools & M...	38.31
101-3190-631100	Fleet Services / Services-P...	64.00
101-3190-633120	Fleet Services / Communi...	373.09
101-4100-632100	Rec / Dues & Subscription,...	1,104.00
101-4100-633110	Rec / Printing & Binding	2,722.00
101-4100-633120	Rec / Communication (ph...	910.50
101-4100-635130	Rec / Hardware & Softwa...	4,725.00
101-4102-635100	Rec After School / Services..	884.80
101-4107-635100	Rec Sports / Services Cont...	1,584.00
101-4108-621130	Rec Adult Instruct / Opera...	262.50
101-5120-633100	Planning / Advertising	151.12
101-5120-635100	Planning / Services Contra...	46.00
225-1270-633120	Comm & Engage / Comm...	317.21
237-5180-635100	Recycling / Services Contr...	28,085.07
270-4190-621130	SNC / Operating Supplies	109.25
270-4190-633120	SNC / Communication (ph...	51.64
270-4190-634100	SNC / Utility Services	16.21
270-4190-635100	SNC / Services Contracted,...	8,192.76
405-3115-635100	CIP Bldg Facilities / Servic...	1,586.09
406-3180-705100	CIP Streets / Infrastructure	405.00
407-3160-701100	CIP Parks / Building & Bldg..	11,612.50
407-3160-702100	CIP Parks / Land Improve...	7,086.50
410-2110-635110	CapEq. Police / Lease	8,610.16
410-3160-635110	CapEq. Parks / Lease	1,782.13
410-3180-621150	CapEq. Streets / Tools & ...	9,640.00
410-3180-635110	CapEq. Streets / Lease	1,772.75
410-5120-635110	CapEq. Planning / Lease	530.00
410-5140-635110	CapEq. Rental Inspect / Le...	564.21
601-6010-633120	Water Admin / Communi...	2,465.28
601-6012-621110	Water Ops / Clothing & L...	77.82
601-6012-621130	Water Ops / Operating Su...	14,702.74
601-6012-621140	Water Ops / Supplies for ...	2,493.69
601-6012-621150	Water Ops / Tools & Mino...	141.77
601-6012-632100	Water Ops / Dues & Subsc...	14,232.36
601-6012-633120	Water Ops / Communicat...	251.36
601-6012-634100	Water Ops / Utility Servic...	1,655.65
601-6012-635100	Water Ops / Services Cont...	7,842.27

Account Summary

Account Number	Account Name	Payment Amount
601-6012-635130	Water Ops / Hardware & ...	1,281.22
601-6019-635110	Water CIP / Lease	1,228.42
601-6019-703100	Water CIP / Machinery & ...	128,253.90
602-6020-633120	Sewer Admin / Communic...	1,214.23
602-6022-621110	Sewer Ops / Clothing & L...	95.00
602-6022-621140	Sewer Ops / Supplies for ...	65.00
602-6022-631100	Sewer Ops / Services-Prof...	390.00
602-6022-634100	Sewer Ops / Utility Servic...	434,370.24
602-6022-635100	Sewer Ops / Services Cont...	5,018.87
602-6022-635130	Sewer Ops / Hardware & ...	1,281.22
602-6029-635100	Sewer CIP / Services Cont...	12,583.00
602-6029-635110	Sewer CIP / Lease	550.88
603-6032-635130	Storm Ops / Hardware & ...	1,281.31
603-6039-635110	Storm CIP / Lease	532.51
603-6039-705100	Storm CIP / Infrastructure	347,666.00
609-6910-634100	Liq Store 1 / Utility Servic...	2,505.60
609-6910-635100	Liq Store 1 / Services Cont...	70.86
609-6920-634100	Liq Store 2 / Utility Servic...	1,719.13
609-6920-635100	Liq Store 2 / Services Cont...	376.75
703-213340	Health Care Spending	4,038.17
704-7130-631130	Self Ins / Insurance Policies	49,803.00
704-7130-635100	Self Ins / Services Contrac...	11,627.26
Grand Total:		1,753,325.89

Project Account Summary

Project Account Key	Payment Amount
None	1,218,921.84
4053122151	1,586.09
4063121521	405.00
4073122700	7,086.50
4073122700B	11,612.50
4102123110	8,610.16
4103123610	1,782.13
4103123811	1,772.75
4103123821	9,640.00
4105123210	530.00
4105123410	564.21
6016022477	24,959.67
6016022497	84,802.23
6016023601	18,492.00
6016023611	1,228.42

Project Account Summary

Project Account Key	Payment Amount
6026022519	12,583.00
6026023612	550.88
6036021528	347,666.00
6036023613	532.51
Grand Total:	1,753,325.89



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-09, Receiving Feasibility Report and Calling for Public Hearing on the 53rd Avenue Roundabout Safety Project ST2023-22

Background

On July 25, 2022, the Fridley City Council (Council) approved Resolution No. 2022-87 directing preparation of a feasibility report for the 53rd Avenue Roundabout Safety Project No. ST2023-22. The project is proposed for 53rd Avenue from Central Avenue (Trunk Highway 65) to 1,200 feet west and is a Joint Powers Agreement project between the City of Fridley (City) and the City of Columbia Heights. This project provides a safety barrier median along 53rd Avenue to eliminate left turning conflicts and will provide access to and from adjacent businesses through a turnabout.

The City and Columbia Heights were successful in applying for funding under the Minnesota Department of Transportation's (MnDOT) Highway Safety Improvement Program (HSIP), which will fund up to 90% of estimated construction to a maximum of \$730,800, and the cities would share equally in the matching funding for construction along with any cost overages and design/administration/property acquisition. The project is planned to be constructed in 2023.

On January 17, 2023, the City and Columbia Heights hosted an open house for the project for the adjacent commercial businesses. A presentation highlighted the project overview, construction impacts, anticipated schedule, and draft budget for the proposed project. Notifications were mailed out to the property owners informing them of the open house, a brief description of the project, a link to the project website and contact information. The open house had a virtual option for property owners that were unable to make the meeting in person.

After the open house, staff resumed final preparation of the feasibility report. The attached feasibility report includes consideration for public comment and concern received through the surveys, emails, and telephone conversations to date.

Please refer to the completed feasibility report, which concludes:

1. The project is necessary as included in the City's proposed Long-Term Street Maintenance Program, and 2023-27 Capital Investment Program.
2. The project is cost-effective and will result in reduced maintenance requirements within the project area and a long-term savings to the City.

Vision Statement

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

3. The project is feasible and is funded in the proposed FY2023 budget.

Financial Impact

Funding for this project is derived from several sources including HSIP grant funding, Municipal State Aid Street funding, special assessments, and Utility CIP funds (water, sanitary sewer, and storm sewer).

Recommendation

Staff recommends the approval of Resolution No. 2023-09.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-09
- Feasibility Report

Vision Statement

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

Resolution No. 2023-09

Receiving Feasibility Report and Calling for Public Hearing on the 53rd Avenue Roundabout Safety Project No. ST2023-22

Whereas, on July 25, 2022 the Fridley City Council approved Resolution No. 2022-87 directing the Public Works Department to prepare a 53rd Avenue Roundabout Safety Project Feasibility Project Report (Report) for ST2023-22; and

Whereas, ST2023-22 proposes improvements on 53rd Avenue from Central Avenue (Trunk Highway 65) to 1,200 feet west in the City of Fridley (City); and

Whereas, the City obtained \$730,800 in Highway Safety Improvement Program funding for the project; and

Whereas, the City has been working in collaboration with the City of Columbia Heights in developing the desired improvements that will benefit both communities under a Joint Powers Agreement; and

Whereas, the Report concludes that the proposed project is necessary, cost-effective, and feasible.

Now, therefore be it resolved, that the Fridley City Council receives the Report for the 53rd Avenue Roundabout Safety Project No. ST2023-22.

Be it further resolved, that the Fridley City Council will consider the improvement of such street improvements in accordance with the Report and the assessment of abutting property within the City for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$1,221,360.

Be it further resolved, that a public hearing shall be held on such proposed improvements on February 13, 2023, in the Council Chambers of the Fridley City Hall at 7:00 p.m. Public Works staff shall give mailed notice, and the City Clerk shall give published notice of such hearing and improvement as required by State law.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Feasibility Report for 53rd Avenue Roundabout Safety Project No. ST2023-22

January 2023



**CITY OF FRIDLEY, MINNESOTA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



**FEASIBILITY REPORT
FOR
53RD AVENUE ROUNDABOUT SAFETY PROJECT
NO. ST2023-22**

January 2023

I hereby certify that this plan, specifications, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer with the laws of the State of Minnesota.

A handwritten signature in black ink, appearing to read 'James P. Kosluchar', is written over a horizontal line.

James P. Kosluchar, P.E.

Registration No. 26460

Date: January 17, 2023

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Introduction

The City of Fridley has an ongoing obligation to maintain its streets in an efficient manner, to provide a high level of service while maintaining a minimum budget. To enable the City to identify improvements that will provide for an efficient level of service and life-cycle cost, staff inspects and rates its pavements on a regular basis. The City also has developed a pavement improvement plan based on resurfacing pavement and base treatment with intermittent sealcoating. The goal is to provide maintenance improvements at scheduled intervals. For example:

Activity	Schedule
Initial Construction	Year 0
Sealcoating	Year 8
Sealcoating	Year 16
Resurfacing	Year 24
Sealcoating	Year 32
Sealcoating	Year 40
Reconstruction	Year 48

This is an ideal and aggressive sequence for street maintenance. Note that the final reconstruction may be substituted with resurfacing activities if roadway base is in good condition, with the intent to extend road life for an additional cycle of 24 years.

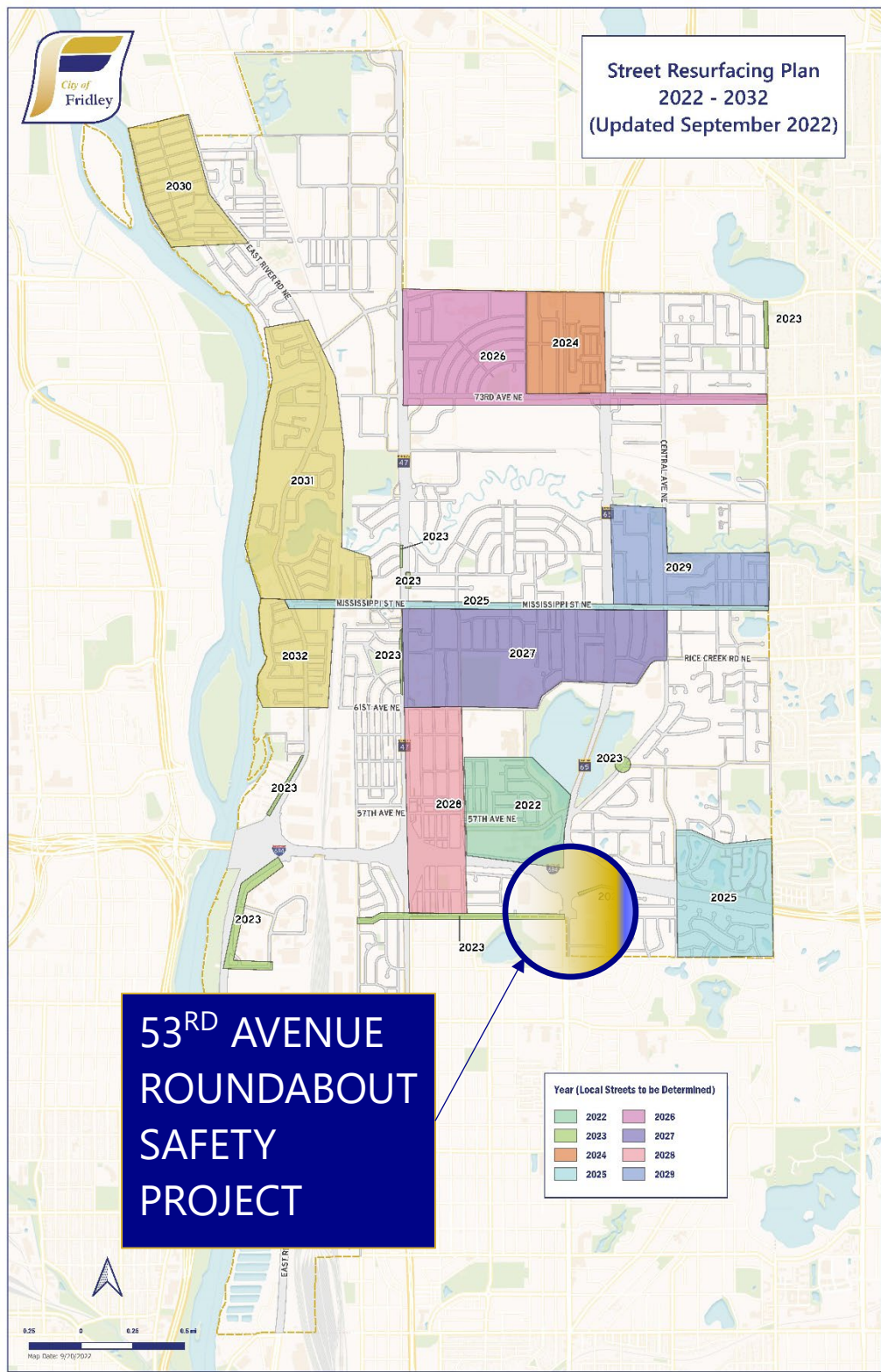
Due to the variability with budgets, road configurations, traffic patterns, condition of utilities, source of funds, other projects, etc., the basic schedule above varies and fluctuates for each roadway segment.

As part of identifying the best candidate for this year’s pavement resurfacing project, City of Fridley Engineering Division staff works with Street Maintenance Division staff to develop the list of candidate projects. The factors considered are physical characteristics, budgetary factors, and other considerations are listed to assist in selection of a best candidate.

The Engineering Division monitors existing pavements through semi-annual inspections. From this inspection information, the Engineering Division prepares a Street Resurfacing Plan consistent with the Street Capital Improvement Plan, which designates candidate street segments for construction, reconstruction, and rehabilitation. The City of Fridley also performs preventative surface maintenance (e.g., sealcoating), routine crack sealing and pothole patching maintenance. The amount of street maintenance on this segment is increasing annually due to the rapid deterioration of the existing pavements.

The Engineering Division has prepared a Street Resurfacing Plan consistent with the Long-Term Street Maintenance Program, which designates candidate street segments for construction, reconstruction, and rehabilitation. The Plan identifies the areas within the city and the anticipated year for maintenance projects. Please refer to the following map summarizing the Long-Term Street Maintenance Program.

Street Resurfacing Plan



Background

The 53rd Avenue Roundabout Safety Project is under consideration for a street rehabilitation and roadway modification. The project is located on the on 53rd Avenue between Central Avenue (Trunk highway 65) to 1,200 feet west. This section of 53rd Avenue is divided by the border of the cities of Fridley and Columbia Heights; the border being generally on the centerline of the existing roadway. To fulfill the project goals, the project has been developed under a Joint Powers Agreement (JPA) between the two cities. The area consists of commercial properties.

See Figure A in the Appendix for a map of proposed project construction.

Joint Powers Agreement between the Cities of Fridley and Columbia Heights Street Background

The street was originally constructed in the 1960s. This street was last seal coated in 2007. Currently, the street provides 2-way traffic with shoulder striping. This segment is considered a major collector street and the annual average daily traffic is 11,500 vehicles per day. The record pavement thickness is 4 inches. The underlying aggregate base thickness is 5 inches of Class 5 base. The street width ranges from approximately 57 feet to 74 feet, with concrete curb and gutter. The existing right-of-way width ranges from 83 feet to 91 feet divided evenly between the two cities.

Proposed Improvements

Overview

The project compliments and combines improvements including roadway resurfacing and geometric changes on 53rd Avenue from Central Avenue (Trunk Highway 65) to 1,200 feet west.

The project was submitted to MnDOT's for Highway Safety Improvement Program (HSIP) funding for the roadway geometric modifications and roadway rehabilitation improvements in 2018 and received \$730,800 in federal funding through the grant program.

On January 17, 2023, the cities of Fridley and Columbia Heights hosted an open house for the project for the adjacent commercial businesses. A presentation highlighted the project overview, construction impacts, anticipated schedule, and draft budget for the proposed project. Notifications were mailed out to the property owners informing them of the open house, a brief description of the project, a link to the project website and contact information. The open house had a virtual option for property owners that were unable to make the meeting in person.

In July 2022, Resolution No. 2022-87 was adopted by City Council to initiate the 53rd Avenue Roundabout Safety Project No. ST2023-22 and prepare a preliminary report, plans, and specifications.

Roadway Geometric Revisions

The recommended solution is to restrict access with a barrier median along 53rd Avenue to eliminate left turning conflicts. In order to provide access opportunities, it is recommended that a turnabout be constructed to the west to allow right-out vehicles on the north side of the

median that would return to Central Avenue a turnaround and provide a similar turnaround for right-in vehicles using accesses on the south side of the median. Eastbound vehicles would have to U-turn to access properties north of the median, or when departing with a desire to return westbound.

Pavement Resurfacing

Proposed pavement improvements are determined based upon several factors including the current pavement condition, last major roadway maintenance, and the need for coordinated utility improvements. The two pavement rehabilitation methods presented for this project are pavement removal and mill & overlay.

Removal of the existing pavement allows for the reconstruction of the area where the roundabout will be constructed, allowing for a new pavement section to be built. Mill & overlay preserves some of the existing pavement, partially grinding and removing the pavement to a specified depth. In both instances, new asphalt is then installed to match the existing roadway conditions.

Geotechnical soil exploration data has been obtained to verify existing conditions and identify any soil correction needed. Soils in the area include poorly graded sand with less commonly silty sand covering most of the project area. These soils generally provide for a stable and well-draining sub-base. Soil exploration did not encounter groundwater conditions generally throughout the project area.

Based upon the existing roadway sections, current pavement distresses, and underlying soil conditions, staff recommends a 2" mill and pavement overlay in this project location. It is anticipated that a pavement mill and resurfacing should result in a pavement surface lasting 20 years or more. It should be noted that reflective cracking from the remaining existing pavement is to be expected after such milling and resurfacing. This distressing cannot be controlled without a full reconstruction of the roadway segment.

Water Utility Improvements

There are currently no proposed improvements to the water system as there is not any existing City of Fridley water main facilities in the project area. There is Columbia Heights water main in the project area and the City of Columbia Heights plans to

Sanitary Sewer Improvements

There are currently no proposed improvements to the sanitary sewer system in any project locations in addition to those performed concurrently with other improvements. Public Works staff evaluated the existing main, structures, and system facilities and did not identify any severe defects. Manhole castings and other facilities located in the pavement improvement area will either be replaced or reset as part of the street improvement operations.

Storm Sewer Improvements

Proposed improvements to the existing storm sewer surface facilities, including catch basins and manhole castings, located in curb replacements or pavement improvement areas shall be readjusted. New drainage structures and storm pipes will be required with the construction of the concrete median and roundabout to maintain drainage in the area.

Private Utility Coordination

The proposed project scope will be provided to private utilities in an effort to coordinate system repairs and upgrades with the upcoming project construction. At this time, no private utilities have provided notification of upcoming upgrades or repairs in the proposed project area.

Signal Coordination

Coordination is ongoing with MnDOT in regard to timing of the signal at Trunk Highway 65. Turning movement changes, such as a prohibition on southbound right turn on red movements during the eastbound left/U-turn cycle are also under analysis.

Metro Transit Coordination

The City is coordinating with Metro Transit regarding their improvements related to Bus Rapid Transit service on the corridor anticipated in 2025 with their F-Line construction. Improvements are anticipated to be modest, with two stops being added near the westerly end of the project.

Estimated Costs

The project construction cost is estimated to be \$1,221,360. All costs expressed within this report are preliminary but are expected to stay within the budgeted amount.

An itemized breakdown of estimated project costs can be found on Figure B of the Appendices.

Funding Sources

Street and utility rehabilitation projects are typically funded through a combination of funding sources, including MnDOT's Highway Safety Improvement Program grant, Minnesota State Aid System (MSAS) funding, utility enterprise funds, and special assessments. Costs associated with the street rehabilitation work are subject to special assessment; roundabout and utility work is not proposed to be subject to special assessment.

The preliminary project budget as follows can be found in Figure C of the Appendices.

Street Rehabilitation Funding

The estimated cost of \$918,204 for proposed pavement improvements will be funded using a portion of monies from a Highway Safety Improvement Program grant, special assessments to benefitting properties and the City's MSAS account. The City will assess adjacent benefitting properties in accordance with its major street maintenance policy for local streets. Furthermore, benefitting properties will be assessed in accordance with the major street maintenance policy by method of parcel area.

In total, these assessments will provide approximately \$84,101 based on the full project scope and is currently only included for the proposed rehabilitated street segments. The following assessments are based on past history as applied by Council policies for Non-Low Density Residential (commercial) properties. Using these past methods of calculating assessments, and considering our preliminary project budget, staff has estimated Non-Low Density Residential assessment rates are estimated at \$12,350 per acre for applicable parcels adjacent to 53rd Avenue.

The remaining balance of approximately \$834,103 for proposed pavement improvements will be reimbursed from Highway Safety Improvement Program funds, the City's Minnesota State Aid System account, and costs shared with the City of Columbia Heights.

Water Utility Improvements

There are no water facilities in the project area. No funding towards water items will be needed for the project.

Sanitary Sewer Improvements

The estimated cost of \$2,625 for maintaining the sanitary sewer collection system will be funded using monies from the Sewer Fund.

Storm Sewer Improvements

The estimated cost of \$300,531 for storm sewer improvements will be funded using monies from the Storm Water Fund.

Construction

Construction sequencing will include access considerations for all properties. Minor exceptions to this may include critical construction items including asphalt and concrete construction, which is most likely to occur during weekday daytime hours. The project will be phased in a manner to best preserve access. Similarly, minor disruptions to utility services may occur during the project but this will be limited to several hours at most.

In order to provide the best access and eliminate conflicts between contractors the project is proposed to start in May and conclude by September.

Summary

The work proposed for the 53rd Avenue Roundabout Safety Project Number ST2023-22 is consistent with the City of Fridley's Long-Term Street Maintenance Program, 2023-2027 Capital Investment Program, and can be fully funded by its 2023 Budget. The project is cost effective, necessary, and feasible from an engineering standpoint as described in this report. The Engineering Division recommends that the City Council approve this project for final design as presented.

Appendices

Figure A – Project Area Map

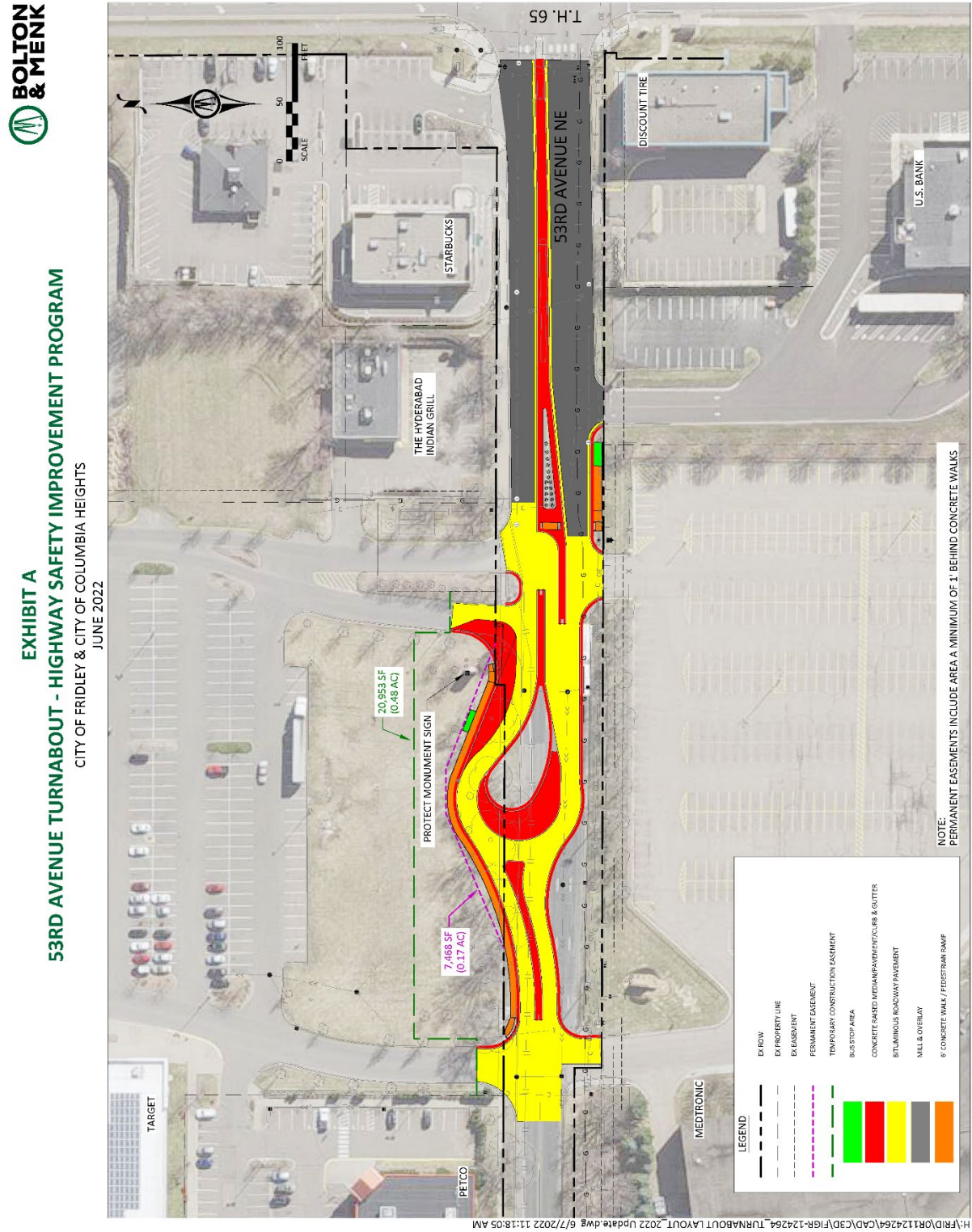
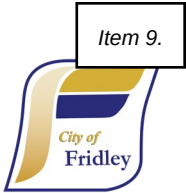


Figure B - Opinion of Probable Cost
53RD AVENUE ROUNDABOUT SAFETY PROJECT
PROJECT NO. ST2023-22
CITY OF FRIDLEY, MN
1/17/2023



ITEM NO.	MnDOT SPEC NO.	DESCRIPTION	NOTES	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL AMOUNT
Part A - Streets							
1	2021.501	Mobilization		LS	\$65,000.00	1	\$65,000.00
2	2101.501	Clearing and Grubbing		TREE	\$800.00	12	\$9,600.00
3	2104.504	Remove Concrete Pavement		SY	\$10.00	570	\$5,700.00
4	21040504	Remove Bituminous Pavement		SY	\$5.00	4700	\$23,500.00
5	2105.607	Common Excavation		CY	\$20.00	2100	\$42,000.00
6	2112.519	Subgrade Preparation (1 ft)		CY	\$20.00	1450.00	\$29,000.00
7	2105.607	Select Granular Borrow (1 ft Section) (CV)		CY	\$22.00	1450	\$31,900.00
8	2232.504	Mill Bituminous Surface (2.0" Depth)		SY	\$3.00	2400	\$7,200.00
9	2211.509	Aggregate Base Class 5 (12" Section)		TON	\$18.00	3000	\$54,000.00
10	2360.509	Type SP 12.5 Wearing Course Mix (5" Section)		TON	\$100.00	1200	\$120,000.00
11	2301.504	8" Concrete Pavement (Turnabout)		SY	\$125.00	450	\$56,250.00
12	2301.504	4" Concrete Pavement (Medians)		SY	\$50.00	440	\$22,000.00
13	2521.518	4" Concrete Walk		SF	\$8.00	3350	\$26,800.00
14	2521.518	6" Concrete Walk		SF	\$15.00	1150	\$17,250.00
15	2531.602	Concrete Median Nose		EA	\$750.00	4	\$3,000.00
16	2531.618	Truncated Domes		SF	\$70.00	124	\$8,680.00
17	2545.501	Lighting System		LS	\$165,000.00	1	\$165,000.00
18	2563.601	Traffic Control		LS	\$130,000.00	1	\$130,000.00
19	2564.518	Sign Panels Type C		SF	\$60.00	175	\$10,500.00
20		Plantings & Mulch		EA	\$380.00	50	\$19,000.00
21	2565.02	Rigid PVC Loop Detector 6'X6'		EA	\$1,500.00	9	\$13,500.00
22		Pavement Striping		LF	\$12.00	800	\$9,600.00
23		Pavement Markings		SF	\$20.00	250	\$5,000.00
Part A - Streets - SUBTOTAL							\$874,480.00
5% ENG/ADMIN							\$43,724.00
Part A - Streets - TOTAL							\$918,204.00
Part B - Sanitary Sewer							
24	2506.602	Adjust Existing Frame and Ring Casting (Sanitary)		EA	\$1,250.00	2	\$2,500.00
Part B - Sanitary Sewer - SUBTOTAL							\$2,500.00
5% ENG/ADMIN							\$125.00
Part B - Sanitary Sewer - TOTAL							\$2,625.00
Part C - Storm Sewer							
25	2104.502	Remove Catch Basin		EA	\$750.00	7	\$5,250.00
26	2104.503	Remove Concrete Curb & Gutter		LF	\$10.00	2095	\$20,950.00
27	2104.503	Remove Pipe Sewers		LF	\$15.00	510	\$7,650.00
28	2503.503	15" RC Pipe Sewer Class V		LF	\$65.00	990	\$64,350.00
29	2503.602	Connect to Existing Storm Sewer		EA	\$2,000.00	1	\$2,000.00
30	2506.502	Construct Drainage Structure		EA	\$3,500.00	12	\$42,000.00
31	2506.602	Adjust Existing Frame and Ring Casting (Storm)		EA	\$1,250.00	4	\$5,000.00
32	2531.503	Concrete Curb & Gutter Design S524		LF	\$22.00	200	\$4,400.00
33	2531.503	Concrete Curb & Gutter Design B618		LF	\$18.00	3240	\$58,320.00
34	2573.502	Storm Drain Inlet Protection		EA	\$500.00	8	\$4,000.00
35	2573.503	Silt Fence, Type MS		LF	\$5.00	500	\$2,500.00
36	2573.503	Sediment Control Log Type Compost		LF	\$3.00	1000	\$3,000.00
37		Stormwater Treatment		LS	\$30,000.00	1	\$30,000.00
38	2574.507	Common Topsoil Borrow		CY	\$40.00	250	\$10,000.00
39	2575.504	Sod		SY	\$8.00	2100	\$16,800.00
40		Seed, Fertilizer, Mulch		SY	\$2.00	5000	\$10,000.00
Part C - Storm Sewer - SUBTOTAL							\$286,220.00
5% ENG/ADMIN							\$14,311.00
Part C - Storm Sewer - TOTAL							\$300,531.00



ITEM NO.	MnDOT SPEC NO.	DESCRIPTION	NOTES	UNIT	UNIT PRICE	TOTAL ESTIMATED QUANTITY	TOTAL AMOUNT
Part D - Water							
Part D - Water - SUBTOTAL							\$0.00
5% ENG/ADMIN							\$0.00
Part D - Water - TOTAL							\$0.00
GRAND TOTAL (A+B+C+D)							\$1,221,360.00

Figure C - Funding Sources

1/17/2023

53rd Avenue Roundabout Safety Project

BJB

No.	Description	Estimated Amount	2023 Budgeted Amount
1	Special Assessments*	\$84,103.50	\$60,000.00
2	Water Fund	\$0.00	\$0.00
3	Sanitary Sewer Fund	\$2,625.00	\$30,000.00
4	Storm Water Fund	\$300,000.00	\$115,000.00
5	Local Road Improvement Program	\$730,800.00	\$730,800.00
6	MSAS Funding/CH Reimbursement	\$103,831.50	\$290,000.00
Grand Total		\$1,221,360.00	\$1,225,800.00

Special Assessment Breakdown

Assessments

LDR Single Family (properties)	0	x	\$	-	=	\$0.00
Non-LDR Commercial (Area/Acre)	6.81	x	\$	12,350.00	=	\$84,103.50
LDR Total						\$84,103.50

Assessment Grand Total \$84,103.50

*Note that Special Assessments amounts are a calculated need for Estimated Amount, based on the project estimate, and the Budgeted Amount is calculated based on the project scope and property information.

Figure D – Project Schedule

The tentative schedule for this project is as follows:

PRELIMINARY ACTIVITIES

Project Open House:	January 17, 2023
Preliminary Assessment Hearing:	February 13, 2023

DESIGN AND SUBMITTALS

Agency Submittals Complete:	February 2023
Design Completed:	February 2023

LETTING, AWARD, AND CONSTRUCTION

Resolution Advertising for Bids:	March 2023
First Advertisement for Bids:	March 2023
Bid Letting:	April 2023
Contract Award:	April 2023
Begin Construction (earliest):	May 2023
Complete Construction (deadline):	September 2023

FINAL ACTIVITIES

Final Assessment Hearing:	October 2023
Certified Assessment Roll Complete:	November 2023

Note: subsequent activities may be influenced by changes in schedule of previous activities.



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director
Jason Wiehle, Utilities Operations Manager

Title

Resolution No. 2023-10, Authorizing Execution of Grant Agreement with the Metropolitan Council for Inflow/Infiltration Reduction

Background

Through efforts of the Metro Cities Association and the Metropolitan Council, the 2020 Minnesota Legislature appropriated \$5 million of State bond funds for a cost share grant program for metropolitan cities to mitigate inflow and infiltration (I/I) into sanitary sewer collection systems. This program was similar to a prior biannual I/I grant program cycles that were previously funded thanks to the work of the Metro Cities Association and Met Council. The City of Fridley qualifies for funding on eligible projects of over \$680,000 completed from 2020 through 2021. These projects include reconstruction of sanitary sewers, sewer lining, repair of sanitary sewer structures, and flood control.

Financial Impact

A fraction of these project costs will be reimbursed through the program, which depends on applications received and approved, with a minimum grant of \$50,000. The Metropolitan Council Environmental Services (MCES) Division administers this I/I grant program and has advised of a preliminary estimated grant award of \$66,692.

Recommendation

Staff recommends the approval of Resolution No. 2023-10.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-10
- MCES 2020 I/I Grant Program Letter of Intent
- General Obligation Bond Proceeds Grant Agreement

Vision Statement

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

Resolution No. 2023-10**Authorizing Execution of Grant Agreement with the Metropolitan Council for Inflow/Infiltration Reduction**

Whereas, through efforts coordinated with the Metro Cities Association and the Metropolitan Council, the 2020 Minnesota Legislature appropriated \$5 million of state bond funds for a sanitary sewer inflow/infiltration (I/I) reduction cost share grant program for metropolitan cities to mitigate inflow and infiltration into sanitary sewer collections systems; and

Whereas, the Metropolitan Council Environmental Services (MCES) Division has been assigned to administer the program; and

Whereas, after meeting with eligible cities and holding a public meeting for the purpose of gathering public input, the Metropolitan Council approved a processes, guidelines and schedules for the grant program; and

Whereas, the City of Fridley (City) is an eligible community under the aforementioned grant program; and

Whereas; the City initially estimated project expenses of \$680,000 for eligible I/I mitigation work from January 1, 2020 through December 31, 2021; and

Whereas, MCES has provided a preliminary estimate to the City for a grant award of \$66,692; and

Whereas, in order to receive granted funds, the Metropolitan Council requires approval and execution of an end of project Grant Agreement; and

Whereas, should the City Council wish to proceed with this project, the next step in the public improvement process is to order the project.

Now, therefore be it resolved, that the City Council of the City of Fridley, hereby approves the sample Grant Agreement between the Metropolitan Council and the City of Fridley, and the Mayor and City Manager are directed to execute the final Grant Agreement for submittal to the Metropolitan Council upon receipt.

Be it further resolved, that the City Council of the City of Fridley, hereby directs the Public Works Director/City Engineer to execute and provide any additional documentation necessary to effect reimbursement of cost share grant funds under this Grant Agreement.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

DATE: April 29, 2021

Item 10.

TO: James Kosluchar, Public Works Director / City Engineer
Fridley
7071 University Avenue NE
Fridley, MN 55432

FROM: Matt Gsellmeier, MCES I/I Grant Administrator

SUBJECT: 2020 I/I Grant Program Letter of Intent

Thank you for applying to the 2020 State Bond Funded Municipal Inflow and Infiltration (I/I) Grant Program. This non-binding letter of intent confirms receipt of your city's application and approval to participate per the Metropolitan Council's approved program design and guidelines.

The program design and guideline details, along with the draft agreement that must be entered with the Metropolitan Council, can be found at the following link under Inflow/Infiltration Grant Programs:

<https://metro council.org/Wastewater-Water/Funding-Finance/Available-Funding-Grants.aspx>

Preliminary Non-binding Grant Estimates

Estimated Grant Amount	Based on
Preliminary Minimum Allocation (PMA) \$50,000	Preliminary project description and projected cost estimates in city's application
Final Reimbursement Amount (FRA) \$66,692	City's application, the amount available for funding, and prior year's reimbursement percentages

Please be advised that these are preliminary non-binding estimates and that each participant's final FRA depends upon the actual and eligible project work submitted per approved guidelines. PMA and FRA will be calculated simultaneously for all participants upon receipt of documentation verifying a project costs. Should a city not complete a project with I/I eligible work, or complete with insufficient eligible work, PMA and FRA will be adjusted accordingly. Contingent upon availability of funding, cities may be eligible for additional funding should they complete a project(s) with more I/I eligible work than described in their application.

Important Dates

April 30, 2021	MCES sends Letter of Intent to program participants
March 31, 2023	Cities provide descriptions and pay claims for completed projects
May 1, 2023	MCES makes FRA determination, distributes grant agreements

MCES will process reimbursement upon receipt of signed agreement and commits to sending semi-annual grant notices to all participants throughout the program. These notices will serve as both reminders of participation and solicitations for changes in participant contact, projects, or other relevant information.

Documentation submitted to MCES at project completion to verify eligibility and calculate both PMA and FRA must include the following:

Item 10.

- Completion and submission of MCES provided cost verification form
- A city resolution authorizing participation in the grant program
- Certification (notarized) confirming ownership or easements for locations where work was completed
- Description of work, along with description or map of locations
- Invoices substantiating cost of work completed.

This letter is a commitment to enter into a legally binding grant agreement upon verification that grant program guidelines and requirements have been met. It is not a legally binding document that confirms funding.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

MCES appreciates and is committed to your participation in this program designed to assist our stakeholders in the mitigation of excess inflow and infiltration into the metropolitan disposal system.

Please direct your questions or concerns to:

Matt Gsellmeier, MCES I/I Grant Administrator
390 Robert Street North
St. Paul, MN 55101
17633670264
matthew.gsellmeier@metc.state.mn.us



Ned Smith, MCES, Director of Pretreatment and Finance



Leisa Thompson, MCES General Manager

General Obligation Bond Proceeds

Grant Agreement - End Grant

for the

«1»

Project

under the

«2»

Program

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General Obligation Bond Proceeds

**Grant Agreement – End Grant
for the**

«1»

**Project
under the**

«2»

Program

THIS AGREEMENT shall be effective as of «3», «3», and is between «4», a «5» (the “Public Entity”), and the «6» (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a «2» (the “State Program”) under the authority granted by Minn. Stat. § «7» and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ «8» (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in «9», the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated

thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the _____ «1» _____ Project under the _____ «2» _____ Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property”

executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means _____ «10», which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or _____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of _____ «11», State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☐ Renovation of the Facility.
- ☐ _____ «12»
(Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other

purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is ____ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which

with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in

the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.
- E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.
- F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if

applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

- A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds

shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public

Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 Disbursement of Grant. Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 Conditions Precedent to Disbursement of Grant. The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions

contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public

Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply

with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have

arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

 «13»

 «13»

 «13», MN «13»
 Attention: _____
 «13»

To the State Entity at:

 «14»

 «14»

 «14», MN «14»
 Attention: _____
 «14»

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
 400 Centennial Office Bldg.
 658 Cedar St.
 St. Paul, MN 55155
 Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

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Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 Applicability to Real Property and Facility. This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that

this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 Additional Requirements. The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the _____ «1» Project under the _____ «2» Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____ «4»
a _____ «5»

By: _____

_____ «17»

Its: _____ «18»

Dated: _____, _____

And: _____

_____ «19»

Its: _____ «20»

Dated: _____, _____

STATE ENTITY:

_____ «5»

By: _____

_____ «21»

Its: _____ «22»

Dated: _____, _____

Attachment I to Grant Agreement

State of Minnesota General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)*
- ☐ a fee simple title,
- ☐ a lease, or
- ☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ *[Insert title of the general obligation grant agreement]* between _____ and _____, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ *[Insert the name of the State Entity that provided the grant]* and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

«23»

Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

<u>Identify Source of Funds</u>	<u>Amount</u>
State G.O. Funds	
Program Grant	\$
Other State Funds	
	\$
	\$
	\$
Subtotal	\$
Matching Funds	
	\$
	\$
Subtotal	\$
Other Public Entity Funds	
	\$
	\$
Subtotal	
Loans	
	\$
	\$
Subtotal	\$
Other Funds	
	\$
	\$
Subtotal	\$
Prepaid Project Expenses	
	\$
	\$
Subtotal	\$
TOTAL FUNDS	\$

<u>Identify Items</u>	<u>Amount</u>
Ownership Acquisition and Other Items Paid for with Program Grant Funds	
Purchase of Ownership Interest	\$ _____
Other Items of a Capital Nature	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
Items Paid for with Non-Program Grant Funds	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Subtotal	\$ _____
	-
TOTAL PROJECT COSTS	\$ _____

**Attachment IV to Grant Agreement
GRANT APPLICATION**

«24»



AGENDA REPORT

Meeting Date: January 23, 2023

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk
Melissa Moore, City Clerk/Communications Manager

Title

Resolution No. 2023-11, Approving and Authorizing the Signing of an Agreement with Paymentus for Payment Processing Services

Background

In 2019, the City of Fridley (City), under the general direction of the City Manager, formed the Process Management (PMT) to improve the efficiency and efficacy of City programs and services. The PMT consists of staff from each department, trained in continuous improvement, performance measurement and problem solving. The PMT canvasses City Staff to submit applications for projects to be chosen for the PMT to work on. In 2021, the PMT selected a project to improve payment processing for business conducted in the City.

The PMT formed a subcommittee of stakeholders from each department at the City to review current payment processing procedures and what improvements could be made. It was determined that there was a desire to find an online solution to streamline the payment process, add security and reduce cost. The subcommittee sent a request for presentation to four vetted payment processing vendors. After viewing these presentations and proposals, the subcommittee selected Paymentus as the preferred candidate to provide payment processing for the City.

Paymentus is already set up to integrate with existing City vendors such as Citizenserve and Tyler Incode. Paymentus has a robust system that provides traditional payment options and modern payment options such as Paypal or Apple Pay. Based on the services Paymentus can provide, comparable fees to current payment processors and the ease of use of the application, the PMT and Department Directors have requested the City enter into an agreement with Paymentus to be the payment processing solution for the City. The agreement has been reviewed by the City Attorney.

The Public Safety Department will be the first to go live with Paymentus. Public Safety estimates around 100 administrative citations will be issued in February 2023. Depending on the success of the first phase of the rollout, staff will consider bringing additional services onto the Paymentus platform.

Vision Statement

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

Financial Impact

At present, staff estimate the implementation of Paymentus to be cost-neutral. A service fee of 2.85% will be applied to each transaction. The City will cover the cost of the service fee up front but these additional costs will be offset by increased use of Administrative Citations throughout the City.

Recommendation

Staff recommends the approval of Resolution No. 2023-11.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-11
- Exhibit A: Agreement with Paymentus

Vision Statement

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

Resolution No. 2023-11

Approving and Authorizing the Signing of an Agreement with Paymentus for Payment Processing Services

Whereas, Minnesota Statute § 471.59 enables the City of Fridley (City) to enter into agreements with external parties; and

Whereas, under the direction of the City Manager, formed in 2019, the Process Management Team (PMT) seeks to improve the efficiency and effectiveness of the City's programs and services; and

Whereas, the PMT consists of staff from various departments, who have received special training in problem solving and process improvement; and

Whereas, a PMT project application was submitted in 2021 by the Finance Department requesting assistance with finding a cost effective and serviceable payment processing solution for receiving online payments for City business activities; and

Whereas, following industry standard methodologies for continuous improvement, the PMT collaborated on the project with staff from every department over the course of two years; and

Whereas, the PMT has determined that Paymentus is the vendor who best suits the City's payment processing needs; and

Whereas, the PMT formally recommends the City enter into a Master Partnership Agreement with Paymentus.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves said Master partnership Agreement and the Mayor and the City Manager or their designee are hereby authorized to execute the Master partnership Agreement.

Passed and adopted by the City Council of the City of Fridley this 23rd day of January, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

MASTER SERVICES AGREEMENT

Client:	City of Fridley, MN
Client Address:	7071 University Ave. N.E. Fridley, MN 55432
Contact for Notices to Client:	Beth Kondrick
Estimated Number of Yearly Payments:	32,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, NC 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

FR520-8-844226.v1

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND CITY OF FRIDLEY, MN

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **“Agreement”** or **“Master Agreement”** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **“Average Bill Amount”** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **“Effective Date”** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **“Excess Payment Amount”** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **“Fee Assumptions”** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **“Initial Setup”** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **“IPN”** or **“Instant Payment Network”** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **“Launch Date”** means the date on which Client completes the introduction to Users of

all Services selected by Client as of the Effective Date.

- 1.9 **“Non-Qualified Transaction”** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **“Payment”** means payment by a User through the Platform for Client’s services, Client’s bills, or other amounts owed to Client.
- 1.11 **“Payment Amount”** means the amount of a Payment.
- 1.12 **“Paymentus Authorized Processor”** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **“Paymentus Fee”** is defined in Section 3.2.
- 1.14 **“Platform”** is defined in Section 2.1.
- 1.15 **“Reversed or Chargeback Transactions”** means cancelled transactions due to User error, a User’s challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **“Services”** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **“User”** means a user of Client’s services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services for the Public Safety Department. Client may add other departments with fees according to Schedule A.

2.2 Professionalism

Paymentus will perform the Services in a professional manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be

deemed amended to reflect changes in the Services and fees. I a.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from the Paymentus Agent

Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be

offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions. If Paymentus refuses to process any transaction, Paymentus shall notify Client within a commercially reasonable time period and take commercially reasonable steps to assist Client with resolving any issues related to the transaction.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of

any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through

Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

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

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption marketing as described in Section 5.2.

(iv) Launching the Service within 90 days of Paymentus making the system available.

(v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that (i) the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

To the extent allowed by law, Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying

relationship or obligations of Client and its Users. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall require the indemnified party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, merchantability, fitness, for A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, THE PARTIES WILL NOT BE LIABLE FOR ANY LOST PROFITS (OTHER THAN THOSE IN CONNECTION WITH CLIENT'S FAILURE TO PAY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, WHICH SHALL BE RECOVERABLE), LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED

(I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 7 (seven) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive two (2) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the

procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Notwithstanding the foregoing if the City must make a disclosure in violation of the immediately preceding paragraph, it will provide Paymentus with notice of its intent to disclose such Confidential Information and Paymentus shall have five (5) business days from receipt of such notice to respond if Paymentus plans to take action to prevent such disclosure. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Minnesota, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including

telecommunications services), or external computer “hacker” attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Data Practices Act Compliance

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

10.10 Audit

Paymentus shall cooperate with Client, or its duly authorized agents, and the state auditor or legislative auditor who shall be granted reasonable access to Paymentus’s books, and records pertaining to the Services provided under this Agreement, provided that (i) Client provides Paymentus with advance written notice, (ii) the audit does not occur more than one time annually, (iii) Client conducts the audit in a manner that is non-disruptive to Paymentus’s business during reasonable business hours and (iv) in compliance with Paymentus’s security policies and procedures. Records will be maintained, and audits will be allowed pursuant to the above conditions for a minimum of six years from the termination of this Agreement.

10.11 No Discrimination

Paymentus agrees not to discriminate in providing products and Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

10.12 Intentionally omitted.

10.13 Waiver

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

10.14 Compliance with Laws

Paymentus shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date Paymentus agrees to provide the applicable services detailed in Exhibit A.

10.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party’s execution of the Agreement will be effective as an original signature.

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN THE CITY OF FRIDLEY, MN AND PAYMENTUS

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee <u>Utility Payments</u>	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	Credit/Debit Card \$2.05 per Visa, MasterCard, Discover, and debit transaction utility rate Non-Qualified Credit/Debit Card 2.95% of the sales volume per Visa, MasterCard, Discover transaction \$.45 per eCheck/ACH transaction Chargebacks and returned checks will be billed at \$9.95 per item. Outbound notifications include 500 phone, email and text notifications per month; additional usage invoiced at \$0.20 per message.	☐
☒	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	Credit/Debit Card \$2.05 per Visa, MasterCard, Discover, and debit transaction utility rate Non-Qualified Credit/Debit Card 2.95% of the sales volume per Visa, MasterCard, Discover transaction \$.45 per eCheck/ACH transaction	☐

				Chargebacks and returned checks will be billed at \$9.95 per item. Outbound notifications include 500 phone, email and text notifications per month; additional usage invoiced at \$0.20 per message.	
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Notes: Average Bill Amount: \$180.00. Maximum Amount per Payment is \$500.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

Outbound notifications included at no charge = 500 total notifications per month (phone, email or text); additional usage invoiced at \$0.20 per message.

Swipe Devices: First (one) at no charge. \$225.00 ea. additional

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee <u>Government</u> <u>Payments</u>	Check if User Paid Fee
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.95% of sales volume per transaction for Visa, MasterCard, Discover, American Express credit/debit authorization. \$0.45 per eCheck/ACH transaction Chargebacks and returned checks will be billed at \$9.95 per item.	☐
☒	Direct Payments	Ebill Presentment	Credit, Debit, ACH	2.95% of sales volume per transaction for Visa, MasterCard,	☐

	(Web, IVR, Recurring, Agent Assisted)	and Customer Engagement		Discover, American Express credit/debit authorization. \$0.45 per eCheck/ACH transaction Chargebacks and returned checks will be billed at \$9.95 per item.	
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Notes: Average Bill Amount: \$200.00. Maximum Amount per Payment is \$5,000.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

Outbound notifications included at no charge = 500 total notifications per month (phone, email or text); additional usage invoiced at \$0.20 per message.

Swipe Devices: First (one) at no charge. \$225.00 ea. additional

Schedule A – Paymentus Service Fee Schedule, Additional Services

Paymentus Service Fee charged to Client will be based on the following tables:

Paymentus Solution/Service	Paymentus Service Fee
Paymentus Electronic Bill Presentment Set-Up (Standard e-Bill) • System Development • System Set Up / Implementation • File interface with CIS • System loading fees • Presentment fees • Customer email notifications • 13 month rolling historical e-bill hosting	\$0.00 Annual Fee (Waived) \$0.00 Monthly Hosting Fee (to be billed monthly)
EPA (Enterprise Payment Aggregator / Bank Bill Pays)	Start Up fee (Waived) and \$0.10 per item

Schedule B – Client Payment Data

Estimated Current Transaction Data			
	Annual Quantity Bills	Average Bill Amount	Annual Average Sales
CitizenServe	100	\$ 500.00	\$ 50,000.00
Police	100	\$ 200.00	\$ 20,000.00
Utilities	32,000	\$ 180.00	\$ 5,760,000.00
Other Misc	50	\$ 100.00	\$ 5,000.00
Estimated Annual Total	32,250		\$ 5,835,000.00