



City Council Meeting

December 18, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

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

Pledge of Allegiance

Proclamations/Presentations

Proposed Consent Agenda

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

Meeting Minutes

- [1.](#) Approve the Minutes from the City Council Meeting of December 11, 2023
- [2.](#) Receive the Minutes from the City Council Conference Meeting of December 11, 2023
- [3.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of November 6, 2023
- [4.](#) Receive the Minutes from the Housing and Redevelopment Authority Meeting of November 2, 2023

New Business

- [5.](#) Ordinance No. 1417, Amending the Nominations and Elections Chapter of the Fridley City Charter (Second Reading)
- [6.](#) Resolution No. 2023-151, Approving a Joint Powers Agreement Between the City of Fridley and the Minnesota Department of Public Safety - Bureau of Criminal Apprehension (BCA) for participation in the Internet Crimes Against Children (ICAC) Task Force
- [7.](#) Resolution No. 2023-152, Approving a ReLeaf Grant Agreement from the Minnesota Department of Natural Resources
- [8.](#) Resolution No. 2023-155, Designating Precincts and Polling Locations for the 2024 Election Year

- [9.](#) Resolution No. 2023-163, Approving Appointments to the Planning Commission and the Environmental Quality and Energy Commission (EQEC)
- [10.](#) Resolution No. 2023-164, Approving Gifts, Donations and Sponsorships Received Between November 18, 2023, and December 11, 2023

Claims

- [11.](#) Resolution No. 2023-162, Approving Claims for the Period Ending December 13, 2023

Open Forum

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

Regular Agenda

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

Public Hearing(s)

- [12.](#)Public Hearing for Improvements for 2024 Street Rehabilitation Project No. ST2024-01 and Resolution No. 2023-157, Ordering Final Plans, Specifications and Calling for Bids for 2024 Street Rehabilitation Project No. ST2024-01

New Business

- [13.](#)Resolution No. 2023-156, Approving Budget Reappropriation for Certain Funds for the Fiscal Year Ending December 31, 2023
- [14.](#)Resolution No. 2023-158, Approving Change Order No. 1 for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21
- [15.](#)Resolution No. 2023-159, Approving a Joint Powers Agreement with Anoka County for the Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance
- [16.](#)Resolution No. 2023-161, Approving a Joint Powers Agreement with The City of Coon Rapids for Lighting and Landscaping Improvements at the Intersection of County Road 132 and Evergreen Boulevard (Springbrook Nature Center Entrance)

Informal Status Reports

Adjournment

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: December 18, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of December 11, 2023

Background

Attached are the minutes from the City Council meeting of December 11, 2023.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of December 11, 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 December 11, 2023.

Vision Statement

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



City Council Meeting

December 11, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of December 11, 2023, to order at 7:00 p.m.

Present

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

Others Present

Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Joe Starks, Finance Director
Brandon Brodhag, Assistant City Engineer
Sarah Sonsalla, City Attorney
Michael Pate,

Pledge Of Allegiance

Approval of Proposed Consent Agenda

Motion made by Councilmember Evanson to adopt the proposed Consent Agenda. Seconded by Councilmember Ostwald.

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

Approval/Receipt of Minutes

1. Approve the Minutes from the City Council Meeting of November 27, 2023.
2. Receive the Minutes from the City Council Conference Meeting of November 27, 2023.
3. Receive the Minutes from the Housing and Redevelopment Authority Meeting of September 7, 2023.

New Business

4. Ordinance No. 1417, Amending the Nominations and Elections Chapter of the Fridley City Charter (First Reading).
5. Resolution No 2023-149, Approving Special Use Permit, SP #23-02 by Horowitz and Associates for the Property at 6425 Hwy 65 N.E. (Ward 2).

Claims

6. Resolution No. 2023-153 Approving Claims for the Period Ending December 6, 2023.

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

No one from the audience spoke.

Adoption of Regular Agenda

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

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

Regular Agenda**New Business**

7. Resolution No. 2023-146, Certifying the Final Tax Levy Requirements for 2024 to the County of Anoka.

Joe Starks, Finance Director, reviewed the 2024 budget process and presented information on the proposed final tax levy and 2024 budget. He provided details on available property tax programs and stated that staff recommend adoption of the proposed resolutions certifying the final tax levy and approving a budget for the Fiscal Year 2024.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-146, Certifying the Final Tax Levy Requirements for 2024 to the County of Anoka. Seconded by Councilmember Tillberry.

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

8. Resolution No. 2023-147, Approving a Budget for the Fiscal Year 2024 and the 2024-2028 Capital Investment Program.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-147, Approving a Budget for the Fiscal Year 2024 and the 2024-2028 Capital Investment Program. Seconded by Councilmember Evanson.

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

9. Resolution No. 2023-148, Approving Change Order No. 1 (Final) for Apex Pond Enhancement Project No. 603-60-23-467.

Brandon Brodhag, Assistant City Engineer, identified the project area and provided background information on the pond project. He stated that substantial completion of the project occurred in November. He provided a summary of the change order and provided additional details on the extra pond/muck excavation and disposal, and extra common topsoil. Staff recommend adoption of the resolution approving the change order for the project.

Councilmember Bolkcom asked if additional funds would be needed for spring.

Mr. Brodhag replied that all other project elements have been paid for. He stated that the seeding would be a warranty item and if attention is needed in the spring that would be addressed under the contract. He noted that this project was completed in conjunction with the watershed partners to improve the water quality before water enters into Springbrook Creek and the Mississippi River. He confirmed that the additional excavation would also provide additional storage for water. He stated that trees and shrubs were planted to hold the soil in place and the area would remain natural vegetation.

Motion made by Councilmember Ostwald to adopt Resolution No. 2023-148, Approving Change Order No. 1 (Final) for Apex Pond Enhancement Project No. 603-60-23-467. Seconded by Councilmember Bolkcom.

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

10. Resolution No. 2023-150, Approving Interim Use Permit, IUP #23-01 by Amarok for the Property at 3737 East River Road.

Scott Hickok, Community Development Director, presented a request from Amarok on behalf of Copart for an Interim Use Permit (IUP) to allow the existing nonconforming 10-foot-tall, low-voltage electric security fence at 3737 East River Road. He reviewed the site description and history. He stated that this request would allow this interim use on the property, and if the site were to be redeveloped, the fence would need to be removed. He reviewed how the fence would meet the IUP criteria. He stated that the Planning Commission held a public hearing on November 15. After a lengthy discussion, the Commission recommended approval with a vote of 6-1. He noted that the Commission recommended the park dedication fee to be paid prior to Council consideration and advised that has been paid.

Councilmember Bolkcom asked if the fence could remain if the use were to remain, but the ownership was to change.

Mr. Hickok replied that change in ownership would not impact the IUP, only a change in the use would trigger removal of the fence.

Councilmember Bolkcom commented that Public Safety has provided comments that this fence is a deterrent and they do not receive calls about this property.

Councilmember Ostwald asked if the petitioner would need to submit information for updates or changes to the fence.

Mr. Hickok replied the fence is a solar operated, low-voltage system and therefore updates and maintenance will be required from time-to-time. He stated that if the IUP is approved, the applicant would be able to complete ongoing maintenance.

Councilmember Evanson asked if there would have been permits pulled over the years for work on the fence that could have tipped staff off to the fence.

Mr. Hickok replied that this is a self-contained system which operates on the solar panel system and does not connect to another power source. It would be classified more as a security system that would not require another form of permitting.

Mayor Lund invited the petitioner to address the Council.

Michael Pate, Amarock, LLC, said they review the equipment quarterly to determine if any maintenance is needed. He noted that staff onsite are trained to complete any minor maintenance. He confirmed that there are updates over time with the solar equipment as well. He stated that the fence was constructed in 1993, which predates him and noted multiple changes in ownership since that time. He stated they did address the issue and have been working with staff since the issue was identified.

Dan Privette, Copart, commented that Copart purchased the business in 1994. He stated that Copart purchases properties and does not sell them. He stated that the fence has been effective in preventing break-ins at the site.

Mayor Lund stated that he does not have an issue with the request, but is not pleased that the rules have not been followed for 30 years. He stated that he would like to see a penalty charged to Copart for that failure to follow the rules.

Sara Sonsalla, City Attorney, stated that the City can use the penalties allowed by Code, noting that the maximum allowed would be \$10,000. She confirmed that could be a separate process from the IUP.

Mr. Privette commented they want to be good citizens, and he would be more than happy to discuss the issue further. He asked what would happen if they take the fence down.

Mayor Lund confirmed that the fence could be taken down and put back up once the approval is granted. He commented that \$10,000 seems fair for this type of situation. He stated that he is willing to support the request but wants to see a fine as well.

Councilmember Evanson asked if approving the permit now would preclude the Council from having that discussion about a potential fine.

City Attorney Sonsalla replied that the actions would be separate; the IUP could be approved tonight, and an administrative citation could still be issued.

Mayor Lund commented that Copart is a good corporate citizen and agreed that the fence is a needed item but also wanted to see a penalty.

Walter Wysopal, City Manager, commented that staff has been working with the business to find a resolution that could retain the fence. He stated that the idea of an administrative penalty has not been discussed. He urged the Council to act on the IUP tonight, and an additional motion could be made to direct staff to research the idea of an administrative penalty.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-150 Approving Interim Use Permit, IUP #23-01 by Amarok for the Property at 3737 East River Road. Seconded by Councilmember Tillberry.

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

Motion made by Mayor Lund to direct staff and the City Attorney to research an appropriate penalty for the illegal installation of the fence. Seconded by Councilmember Bolkcom.

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

11. Resolution No. 2023-154, Affirming Participation in and Filing Claims for Class Action PFAS Settlements

Walter Wysopal, City Manager, provided background information noting that the City was made aware of class action settlements in multidistrict lawsuits involving 3M and DuPont. He stated that in order to best protect public health, Well 10 has been removed from service upon the discovery of PFAS contamination. Staff recommend Council adopt the resolution in order to move forward on the claims and participate in the settlements. There will be additional grant opportunities and potentially additional settlements in the future. He confirmed that currently there is not a demand that requires the City to use Well 10.

Councilmember Ostwald asked how the funds would be used if received.

Mr. Wysopal provided details on the improvement that would be provided to treat the contamination.

Councilmember Tillberry asked how the City would know that the other wells are not impacted.

Mr. Wysopal replied the City completes a water quality report each year which describes the rigorous testing the City completes.

Brandon Brodhag, Assistant City Engineer, commented that testing is done yearly.

Councilmember Evanson stated that a resident reached out expressing concern with lead contamination in their water. He asked if these resources could be shared or whether they could only be used for City expenditures.

Mr. Wysopal commented that these funds would be used solely for the treatment needed for PFAS. He explained that lead results from other sources, such as dated buildings and lines.

Motion made by Councilmember Ostwald to adopt Resolution No. 2023-154, Affirming Participation in and Filing Claims for Class Action PFAS Settlements. Seconded by Councilmember Evanson.

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

Informal Status Reports

Councilmember Bolkcom reminded residents of parking restrictions for snowplowing. She also encouraged residents to keep their trashcans in their driveways rather than on the streets.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 7:58 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: December 18, 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 December 11, 2023

Background

Attached are the minutes from the City Council conference meeting of December 11, 2023.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of December 11, 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 December 11, 2023.

Vision Statement

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



Council Conference Meeting

December 11, 2023

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

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

Others Present: Walter Wysopal, City Manager
Scott Hickok, Community Development Director

Items for Discussion

1. Meetings with Commissions Applicants.

Council met with two residents, Doug Schmitz and Aaron Brom, who were interested in being appointed to commission vacancies.

2. Final Report for the Fridley Public Art Plan.

Gretchen Nichols from LISC Twin Cities presented the final report on the Fridley Art Plan.



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Mike Maher, Director of Parks and Recreation

Title

Receive the Minutes from the Parks and Recreation Commission Meeting of November 6, 2023

Background

Attached are the minutes from the Parks and Recreation Commission meeting of November 6, 2023.

Financial Impact

None.

Recommendation

Receive the minutes from the Parks and Recreation Commission meeting of November 6, 2023.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| ☐ Vibrant Neighborhoods & Places | ☐ Community Identity & Relationship Building |
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| ☒ Organizational Excellence | |

Attachments and Other Resources

- Minutes from the Parks and Recreation Commission of November 6, 2023

Vision Statement

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



Park Commission Meeting
November 6, 2023
7:00 PM
Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Acting Chair Graham called the Parks and Recreation Commission meeting to order at 7:00 p.m.

Present

Luke Cardona
EB Graham
Tim Kirk
Ken Schultz

Absent

Peter Borman
Suad Maow
Don Whalen

Also Present

Mike Maher, Parks and Recreation Director

Approve Parks & Recreation Commission Agenda for November 6, 2023

Motion by Commissioner Kirk to approve the November 6, 2023 meeting agenda. Seconded by Commissioner Cardona. The motion passed unanimously.

Approve Parks & Recreation Commission Minutes for October 2, 2023

Motion by Commissioner Schultz to approve the October 2, 2023 meeting minutes. Seconded by Commissioner Cardona. The motion passed unanimously.

New Business

1. Locke Park Improvement Plan Outline Discussion

Parks and Recreation Director Mike Maher stated that in June the Commission held a worksession at Locke Park to discuss the transition of duties from Anoka County to the City, which will occur on November 15, 2023. He reviewed some of the short-term improvement priorities along with priorities for programming and opportunities. He also reviewed the long-term improvements

that have been discussed noting that those would require additional funding, engagement, and planning. He asked for input from the Commission on whether the improvements cover the items discussed by the Commission and whether any changes to priority would be suggested.

Acting Chair Graham commented that part of the appeal of the park is its natural setting and therefore would not want to see it cluttered with things, but believed that most of the improvements would be welcomed.

Commissioner Cardona commented that he was unsure how effective feedback would be on improvements and prioritization until more information is known on potential funding that could be available.

Commissioner Schultz stated that he supports the maintenance of the creek and noted that there may be partnerships available to support that maintenance. He believed that should be a priority. The Commission and staff had additional discussion about the creek and its use as a potential water trail.

Commissioner Cardona commented that this is a key park, and it will be nice to have the City in control of the park. He believed that this park should be brought into the mix right away. Mr. Maher commented that it would seem logical to amend the Park Master Plan to include this park.

Commissioner Kirk noted that he attended a private event at the park this summer and they were able to request a special addition to their rental permit which allowed a food truck. He commented that location seemed well suited for that type of use. Mr. Maher commented that the City would have a similar review process for rentals.

2. Moore Lake Community Building Rental Fees and Policies Discussion

Mr. Maher estimated that the community building would be completed and available for public use around April 2024. He stated that over the coming months they would develop a set of policies that would include rental fees, policies, rules and regulations. He provided a comparison of community building rental rates and explained that the intention tonight would be to gain input on what would be a fair fee for a weekend rental and an hourly weekday rate.

The Commission agreed that a security deposit should be charged.

Commissioner Cardona noted that different rates should be available to residents, nonprofits and business type rentals. He noted that the comparison from Woodbury at \$500 seems too high.

Commissioner Schultz commented that \$250 to \$300 would seem to be a good price, with perhaps \$60 per hour.

Commissioner Cardona noted that they would also need to define a full day rental, suggesting perhaps eight hours within an allowed window. He stated that perhaps nighttime events are not

allowed the first year. It was suggested that 9 p.m. be the latest allowed time for rentals to end as that would leave one hour for people to leave prior to the 10 p.m. park close time.

Commissioner Schultz asked if there would be an additional cleaning fee as that would make a difference in rental costs as well.

Mr. Maher recapped that a half day could be four hours while a full day rental could be seven hours with a full day rental in a price range of \$250 to \$300 for residents and \$400 to \$500 for non-residents.

Commissioner Cardona stated that perhaps during the first-year staff could pop in once or twice during an event to keep an eye on things. He also suggested additional options for accessibility potentially using a similar scale to the scholarship/fee assistance program. Commissioner Schultz stated that he would not support a full credit through the program, but perhaps up to 50 percent. Commissioner Cardona noted that his suggestion for reduction would be more applied to the security deposit rather than the rental rate.

3. Pumpkin Night in the Park 2023 Event Report

Mr. Maher provided a recap of the Pumpkin Night in the Park event.

Old Business

Staff Reports

4. Springbrook Nature Center Report

Mr. Maher provided an overview of the written report highlighting information on school partnerships and the recent and planned improvements.

The Commission

5. Fridley Parks and Recreation Division Report

Mr. Maher provided a brief overview of the written report.

6. Park Maintenance and Construction Report

Mr. Maher summarized the written report, highlighting progress on different projects.

Adjournment

Commissioner Kirk made the motion to adjourn the meeting at 8:16 p.m. Seconded by Commissioner Schultz. The motion passed unanimously.

Respectfully submitted,

Amanda Staple
Recording Secretary



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Receive the Minutes from the Housing and Redevelopment Authority Meeting of November 2, 2023

Background

Attached are the minutes from the Housing and Redevelopment Authority meeting of November 2, 2023.

Financial Impact

None.

Recommendation

Staff recommend Council receive the minutes from the Housing and Redevelopment Authority meeting of November 2, 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 HRA Meeting of November 2, 2023.

Vision Statement

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



Housing and Redevelopment Authority

November 2, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

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

Present

Elizabeth Showalter
Gordon Backlund
Troy Brueggemeier
Rachel Schwankl
Kyle Mulrooney

Others Present

Paul Bolin, HRA Assistant Executive Director
Joe Starks, Finance Director

Action Items

1. Approval of Expenditures

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

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

2. Approval September 7, 2023, Meeting Minutes

Motion by Commissioner Brueggemeier to approve the meeting minutes of September 7, 2023 as presented. Seconded by Commissioner Schwankl.

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

3. Approval of HRA Meeting Dates for 2024

Motion by Commissioner Mulrooney to approve the HRA meeting dates for 2024 as presented. Seconded by Commissioner Brueggemeier.

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

Informational Items

4. Proposed 2024 Budget

Joe Starks, Finance Director, provided background information on the budget process for the HRA, noting that formal approval of the budget will be considered by the HRA at its December 7th meeting. He provided details on the proposed 2024 budget including revenue, expenditures, and other items of note.

Commissioner Brueggemeier asked for more details on the deficit of \$381,000 in the proposed budget. Mr. Starks replied that the deficit assumes that the entire \$1,000,000 would be spent that was set aside for the 73rd connection. He noted that the HRA does have a healthy fund balance and therefore it would not be abnormal to spend more than what was coming in.

Commissioner Schwankl asked if the additional quarter percentage could be placed in Fund 20 or whether it would be Fund 1. Mr. Starks replied that there would be continued discussion on what that would be used for, but it would likely go into the Housing Loan Fund. He stated that the HRA will have additional discussion on that topic going forward.

5. Update on Housing Programs

Mr. Bolin provided an overview of the October and year-to-date activity of the housing programs, noting that they are ahead of last year at this time.

Adjournment

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

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

Respectfully submitted,

Melissa Moore
City Clerk



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Ordinance No. 1417, Amending the Nominations and Elections Chapter of the Fridley City Charter (Second Reading)

Background

The Fridley City Charter (Charter) is the fundamental law that defines the authorities and powers of the City of Fridley (City). Minnesota Statute (M.S.) § 410.12, subd. 7 allows for an amendment to the Charter by ordinance upon the recommendation of the Charter Commission. The recommended amendments to Chapter 4 were compiled into Ordinance No. 1417, making the Chapter more consistent with M.S. and other chapters of the Charter itself.

Most of the proposed revisions to the Chapter align its language with the City's Writing Style Guide. Notable revisions to the Chapter include:

- Section 4.05, Judges of Election, clarifies what makes a person ineligible to work as an Election Judge in the City;
- Section 4.07, Nomination Petitions, refines administrative tasks related to submitting a Nominating Petition to the City for candidates of a City election; and
- Section 4.09, Canvass of Elections and Taking of Office, restates that any person elected in the City's election will assume their office after an Oath of Office is administered.

Passage of a Charter amendment must follow timelines according to M.S. and the Charter itself. To date, the following events have occurred for this proposed amendment:

- November 6 – the Charter Commission formally recommended the Charter amendment to the Council;
- November 13 – the Council approved Resolution No. 2023-136 to call for a Public Hearing;
- November 16 – a Notice of Public Hearing was published in the Official Publication and posted to the City's website;
- November 27 – the Council conducted a Public Hearing for Ordinance No. 1417; and
- December 11 – the Council approved a first reading of Ordinance No. 1417.

Pursuant to M.S. § 410.12 subd. 7, the amendment to the Nominations and Elections Chapter of the Charter will become effective March 20, 2024.

Vision Statement

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

Financial Impact

None.

Recommendation

Staff recommend the City Council approve the second reading of Ordinance No. 1417.

Staff recommend the City Council approve Summary Ordinance No. 1417 for publication.

Focus on Fridley Strategic Alignment

☐ Vibrant Neighborhoods & Places	☐ Community Identity & Relationship Building
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☒ Organizational Excellence	

Attachments and Other Resources

- Ordinance No. 1417
- Summary Ordinance No. 1417

Vision Statement

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

Ordinance No. 1417

Amending the Nominations and Elections Chapter of the Fridley City Charter

The Fridley City Charter Commission has completed its review of Fridley City Charter Chapter 4 and has recommended an amendment of the City Charter by Ordinance to the City Council on November 6, 2023. The Fridley City Council hereby finds after review, examination and recommendation of the Charter Commission that the Fridley City Charter should be hereby amended and the City of Fridley does ordain:

Fridley City Charter Chapter 4. Nominations and Elections

Section 4.01. General Election Laws to Apply

Except as hereinafter provided, the general laws of the State of Minnesota pertaining to registration of eligible voters and the conduct of primary and general elections ~~shall~~ will apply for all municipal elections of such ~~officers-office~~ as are specified in this Charter. The Council ~~shall~~ will, through ordinances duly adopted in compliance with ~~such state laws~~ Minnesota Statute (M.S.) and this Charter, adopt suitable and necessary regulations for the conduct of such elections.

Section 4.02. Regular Municipal Elections

On the first Tuesday after the first Monday in November, municipal general elections ~~shall~~ must be held, at such place or places as the City Council may designate by resolution. General municipal elections ~~shall~~ must be held every even numbered year. The Council may divide the City into as many voting precincts as it may from time to time deem necessary. Each ward ~~shall~~ will constitute at least one ~~(1)~~ voting precinct and no precinct ~~shall~~ may be in more than one ~~(1)~~ ward. At least ~~fifteen (15)~~ 14 days' notice ~~shall~~ must be given by the City Clerk of the time and places of holding such election, and of the ~~officers~~ offices to be elected, by posting a ~~notice thereof~~ Notice of Election in at least one ~~(1)~~ public place in each voting precinct and by publishing a ~~notice thereof~~ Notice of Election at least once in the ~~official newspaper~~ Official Publication of the City, ~~but failure~~ Failure to give such notice ~~shall~~ will not invalidate such election.

Section 4.03. Primary Elections

There ~~shall~~ must be a primary election, on the date established by ~~Minnesota State Law~~ M.S., for the selection of two ~~(2)~~ nominees for each elective office at the regular municipal election, unless only two ~~(2)~~ nominees file for each elective office. Primary municipal elections shall be held every even numbered year, if necessary.

Section 4.04. Special Elections

The Council may by resolution order a special election, fix the time of holding the same, and provide all

means for holding such special election, provided that a Notice of Election was published in the Official Publication three (3) weeks' published notice shall be given of prior to said special election. The procedure at such elections shall must conform with all election regulations established in M.S. as nearly as possible to that herein provided for other municipal elections and Minnesota Election Laws. Special elections for vacancies in the City Council shall will be held in accordance with provisions of Section 2.062.07.

Section 4.05. Judges of Election

- The Council shall must at least twenty-five (25) days before each municipal election appoint two (2) three eligible voters for each voting precinct to be election judges Election Judges and one (1) registered voter to be head election judge Head Election Judge, or as many election judges Election Judges as may be determined by the city clerk City Clerk. No person signing or circulating a petition of nomination of candidate for election to office or any member of a committee petitioning for a referendum or recall shall be eligible to serve as a judge of such election. A person is ineligible to serve as an Election Judge if they:
 - Signed a Nomination Petition;
 - Circulated a Nomination Petition; or
 - Was a member of a committee petitioning for a referendum or recall.

Pursuant to M.S. § 204B.19, the City may establish additional requirements that are not inconsistent with State law M.S. and which relate to the ability of an individual to perform the duties of an Election Judge.

Section 4.06. ~~Nominations by Petition~~ Nominations of Municipal Candidates

The mode of nomination of all elective officers provided for by this Charter shall must be by petition. The name of any eligible voter of the City shall must be printed upon the ballot whenever a petition as hereinafter prescribed shall have properly filed Nomination Petition been filed in on that person's behalf with the City Clerk. Such petition shall must be signed by at least ten (10) registered voters qualified to vote for the office in question. No elector shall person may sign more than one petition Nomination Petition for any office for which there is an election. Should such a case occur, the signature shall be void as to the petition or petitions will be voided on the Nomination Petition last filed. All nomination petitions Nomination Petitions shall must be filed with the City Clerk in accordance with Minnesota State Statutes M.S. Each petition Nomination Petition, when presented, must be accompanied by a ten dollar (\$10.00) filing fee.

Section 4.07. Nomination Petitions

The signatures to the nomination petition need not all be appended to one (1) paper, but to each separate paper there shall be All Nomination Petitions must have an attached a notarized affidavit of the circulator stating:

- 1-the number of signers of such paper;
- 2-that each signature found on a Nomination Petition appended thereto was made in the circulator's presence; and

- ~~3-~~that it is the genuine signature of the person whose name it purports to be.

With each signature there ~~shall must~~ be the printed name, birth year, and address of the signer, ~~giving the street and number or other description sufficient to identify the same~~. The nominee ~~must shall~~ indicate by an endorsement upon the petition acceptance of the office if elected thereto sign the Nomination Petition.

The form of a Nomination Petition is ~~the nomination petition shall be substantially~~ as follows:

NOMINATION PETITION

We, the undersigned, registered voters of the City of Fridley, hereby nominate ____, whose residence is _____, for the office of _____, to be voted for at the election to be held on the ____ day of _____, ____; and we individually certify that we are registered voters and that we have not signed other ~~nomination petitions~~ Nomination Petitions of candidates for this office.

Printed Name	Birth Year	Address	Signature

_____, being duly sworn, deposes and says, "I am the circulator of the ~~foregoing petition paper~~ Nomination Petition containing signatures and that the signatures ~~appended thereto~~ provided were made in my presence and are the genuine signatures of the persons whose names they purport to be."

Subscribed and sworn to before me this ____ day of _____, ____.

This ~~petition~~ Nomination Petition, if found insufficient by the City Clerk, ~~shall will~~ be returned to _____ [Name of circulator], at ~~Number~~ ____ ~~Street~~ [mailing address].

I hereby indicate my willingness to accept the office of _____ [signature of nominee] if duly elected ~~thereto~~.

Section 4.08. Write-In Candidates

A candidate for any ~~city~~ City office who wants write-in votes for the candidate to be counted must file a

written request with the filing office for the office sought no later than the seventh (~~7th~~) day before the primary, general or special municipal election. The ~~city clerk~~ City Clerk ~~shall~~ must provide the form to make the request.

Section 4.09. Canvass of Elections and Taking of Office

If more than two candidates filed for office, the Council must meet and canvass the primary election returns on the third calendar day after any primary election. The two candidates for each office who receive the highest number of votes ~~shall~~ will be nominees for the office named. Their names ~~shall~~ must be certified by the ~~city~~ City clerk ~~Clerk~~ to the ~~county auditor~~ County Auditor who ~~shall~~ must place them on the municipal general election ballot without partisan designation. The Council ~~shall~~ will meet ~~and canvass~~ to canvass the general (regular) election or special election returns between the third and tenth calendar days after any regular or special election, ~~shall~~ make full declaration of the results, and file a statement thereof with the City Clerk. Said statement ~~shall~~ must be made a part of the minutes. This statement ~~shall~~ must include:

- ~~(a)~~ —the total number of votes cast;
- ~~(b)~~ —the total number of individuals registered before 7:00 am on ~~election~~ Election day ~~Day~~ and the total number of individuals registering on ~~election~~ Election day ~~Day~~;
- ~~(c)~~ —the total votes cast for each candidate, with a declaration of those who are elected;
- ~~(d)~~ —a true copy of the ballots used;
- ~~(e)~~ —the names of ~~the judges of election~~ Election Judges; and
- ~~(f)~~ —such other information as may seem pertinent.

The City Clerk ~~shall forthwith notify all persons elected of the fact of their election, and the persons elected shall take office at the time provided for by Section 3.01, upon taking, subscribing and filing with the City Clerk the required oath of office.~~

All persons elected will assume their new office after the Oath of Office is administered.

Passed and adopted by the City Council of the City of Fridley on this 18th day of December, 2023.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

Public Hearing: November 27, 2023

First Reading: December 11, 2023

Second Reading: December 18, 2023

Summary Publication: December 21, 2023

City of Fridley
Summary Ordinance No. 1417

Amending the Nominations and Elections Chapter of the Fridley City Charter

The Fridley City Charter Commission has completed its review of Fridley City Charter Chapter 4 and has recommended an amendment of the City Charter by Ordinance to the City Council on November 6, 2023. The Fridley City Council hereby finds after review, examination and recommendation of the Charter Commission that the Fridley City Charter should be amended.

The Ordinance amends Chapter 4 of the Fridley City Charter, Nominations and Elections. The substantive changes to the chapter were: Section 4.05, Judges of Election, clarifies what makes a person ineligible to work as an Election Judge in the City, Section 4.07, Nomination Petitions, refines administrative tasks related to submitting a Nominating Petition to the City for candidates of a City election and Section 4.09, Canvass of Elections and Taking of Office, restates that any person elected in the City's election will assume their office after an Oath of Office is administered. Ordinance No. 1417 was passed and adopted by the City Council of the City of Fridley on December 18, 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: December 18, 2023

Meeting Type: City Council

Submitted By: Ryan George, Public Safety Director

Title

Resolution No. 2023-151, Approving a Joint Powers Agreement Between the City of Fridley and the Minnesota Department of Public Safety - Bureau of Criminal Apprehension (BCA) for participation in the Internet Crimes Against Children (ICAC) Task Force

Background

Minnesota Statute § 471.59 allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers. The Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) established the Minnesota Internet Crimes Against Children Task Force (ICACTF) to cooperatively investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers.

The ICACTF Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education.

Fridley Public Safety will work cooperatively with the BCA and other law enforcement partners to protect children from online predators, investigate crimes against children, and identify and prosecute online predators. Our partnership with the BCA will allow Fridley Public Safety to recoup overtime costs, utilize advanced technology, and share resources and information with law enforcement partners. This partnership is very similar to the existing partnerships the City has had with the BCA, such as the Financial Crimes Task Force and the Human Trafficking Investigators Task Force.

The Joint Powers Agreement has been reviewed and approved by the City Attorney.

Financial Impact

Fridley Public Safety's participation in the ICACTF does not require the hiring of additional personnel or the creation of any new positions. Fridley Public Safety will be fully reimbursed by the State for pre-approved overtime shifts associated with MNFCTF operations.

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. 2023-151, Approving a Joint Powers Agreement Between the City of Fridley and the Minnesota Department of Public Safety - Bureau of Criminal Apprehension (BCA) for participation in the Internet Crimes Against Children (ICAC) Task Force

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. 2023-151
- Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement with State of Minnesota

Vision Statement

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

Resolution No. 2023-151

Approving a Joint Powers Agreement Between the City of Fridley and the Minnesota Department of Public Safety - Bureau of Criminal Apprehension (BCA) for participation in the Internet Crimes Against Children (ICAC) Task Force

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

Whereas, the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) established the Minnesota Internet Crimes Against Children Task Force (ICACTF) to cooperatively investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers; and

Whereas, the ICACTF Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children; and

Whereas, the support provided by the ICACTF encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education; and

Whereas, the City of Fridley (City) will work cooperatively with the BCA and other law enforcement partners to protect children from online predators, investigate crimes against children, and identify and prosecute online predators; and

Whereas, a joint powers agreement between the City and the BCA has been drafted and reviewed.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby supports the agreement with the Minnesota Department of Public Safety - Bureau of Criminal Apprehension (BCA) for participation in the Internet Crimes Against Children (ICAC) Task Force.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Fridley of behalf of its Police Department ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards

The Governmental Unit will adhere to the ICAC Program standards identified below.

- 3.1** Investigate activities related to internet crimes and the exploitation of children through the use of computers.
- 3.2** Investigate organizations to disrupt and dismantle crimes committed against children.
- 3.3** Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.4** Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.

- 3.5** Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.6** Investigators must be licensed Minnesota peace officers.
- 3.7** Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1** Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
- 4.1.2** Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses **3.1** and **3.2** and an operational plan.
- 4.1.3** Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
- 4.1.4** Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
- 4.1.5** Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:

- 4.2.1** Provide a Senior Special Agent who will serve as the Commander of the Task Force.
- 4.2.2** Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

- 4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

- 5.1** To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
- 5.2** To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
- 5.3** The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4** In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Bobbi Jo Pazdernik, Commander of MN ICAC
Address: Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Street East
Saint Paul, MN 55106
Telephone: 651.793.7000
E-mail Address: bobbijo.pazdernik@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name Ryan George
Address: 7071 University Avenue NE, Fridley, MN 55432
Telephone: 763-572-3629
E-mail Address: Ryan.George@fridleyminn.gov

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 3000085301

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____

(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-152, Approving a ReLeaf Grant Agreement from the Minnesota Department of Natural Resources

Background

The City of Fridley (City) was awarded a ReLeaf Grant from the Minnesota Department of Natural Resources in the amount of \$420,550 to support ongoing Emerald Ash Borer (EAB) mitigation work between 2024-2027 as well as fund a new program to support ash tree removal and replacement on income-qualified properties. Grant funds are proposed to be used to:

- Remove and replace ash trees on 100 properties owned or affordable to income-qualified residents (defined at the 80% Average Median Income level). Qualifying property owners will be able to receive up to \$3,000 per tree towards removal costs. Replacement trees will be replanted on the resident's private property by a contractor selected by the City at no-cost to the resident.
- Utilize a contractor to plant an additional 30 trees on properties owned or affordable to income-qualified residents.
- Continue the City's existing EAB treatment program between 2024-2026.
- Plant 20 new trees along recently installed trails.
- Publish communication materials including two city-wide mailers to promote the program.

Financial Impact

There is no match required for this project.

Recommendation

Staff recommend the approval of Resolution 2023-152, Approving a ReLeaf Grant Agreement from the Minnesota Department of Natural Resources.

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution 2023-152
- ReLeaf Grant Agreement

Vision Statement

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

Resolution No. 2023-152**Approving a ReLeaf Grant Agreement with the Minnesota Department of Natural Resources**

Whereas, a large number of ash trees in the City of Fridley (City) are becoming hazardous as a result of Emerald Ash Borer; and

Whereas, removing ash trees carries a large financial and ecological cost, and

Whereas, the Minnesota Department of Natural Resources made funding available through the ReLeaf grant to mitigate these costs.

Whereas, the City applied for and was awarded \$420,550 in funding to remove and replace ash trees on income-qualified properties, plant new trees, and provide chemical treatment of high-quality ash trees in the City.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby authorizes the signature of the ReLeaf grant agreement with the Minnesota Department of Natural Resources.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Department of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and City of Fridley, 7071 University Ave, Fridley, MN 55432 ("GRANTEE").

Recitals

1. Under Minn. Stat. §84.026, §84.085, Subd. 1 and Minnesota Session Laws 2023, Regular Session, Chapter 60, Article 1, Sec. 3, Subd. 4 (j) the State is empowered to enter into this grant contract agreement.
2. The State is in need of Urban and Community Forestry Services for the ReLeaf project.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

12/11/2023, per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

6/30/2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Perform the duties specified in Exhibit A, Exhibit B and Exhibit C, which are incorporated and made a part of this agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid compensation in an amount not to exceed \$420,550.00 on a reimbursement basis for qualifying purchases. The Grantee shall submit payment requests with required expenditure documentation.

According to the breakdown of costs contained in Exhibit A and Exhibit B which are attached and incorporated into this grant contract. The Grantee certifies that a minimum \$0.00 matching requirement for the grant will be met by the City Of Fridley. The total project cost is \$420,550.00. Grantee agrees to match at least \$0.00 of this project cost.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$420,550.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

June 3, 2024
 December 2, 2024
 June 2, 2025
 December 1, 2025
 June 1, 2026
 December 1, 2026
 June 30, 2027

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rachel Morice, Community Forest Project Specialist, 500 Lafayette Rd., St. Paul, MN 55155, 612-716-2922, ucf.dnr@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rachel Workin, Environmental Planner, 7071 University Avenue, Fridley, MN 55432, 763-572-3594, rachel.workin@fridleymn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data

referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 *Intellectual Property Rights*

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 (a) *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

DocuSigned by:
Donna Edelman
Signed: _____
29ACA438FB60474...
Title: Contract and Grants Specialist
Date: November 30, 2023

SWIFT Contract/PO No(s). 240057 / 3-244251

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: Director of Public works / City Engineer
Date: _____

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Exhibit A: Grant Project Deliverables*2023 ReLeaf*

City of Fridley Deliverables

Grant Sum Total: \$420,550.00

Grant Contact Deliverables

- Adopting a management plan through this grant process if the community does not yet have one in place and it is appropriate
- Each ash tree removed must be replaced with a newly planted tree
- Grantee must be willing to participate in work by the Minnesota Department of Agriculture and University of Minnesota to evaluate project impacts

Regardless of requests for reimbursement, a written update must be submitted by each reporting deadline, to confirm project is moving forward and on track to completion. Add written reports directly below corresponding to each reporting date:

June 3, 2024 Update:

December 2, 2024 Update:

June 2, 2025 Update:

December 1, 2025 Update:

June 1, 2026:

December 1, 2026:

June 30, 2027:

Project Completion: All project work must be completed, paid for, submitted for reimbursement (along with corresponding final reports) by June 30, 2027.

*As work is completed, thoroughly address all project-specific bullet points below. Add in the date of reporting (i.e. 6/3/24) and change the font color of your update to **red**, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant's completion.*

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the City of Fridley's application:

Project Overview and Need

This project proposes to fund the removal and replacement of potentially hazardous (risk of causing damage to people or property) EAB-infested ash trees on private properties owned or affordable to low-income residents throughout the City (100 trees) and to pay for the chemical treatment of high quality ash trees of 400 ash trees in City-owned parks and boulevards. Due to high EAB pressure, the City has conducted outreach regarding the need to remove dying ash trees; however, staff have heard from low-income residents that they do not have the means to do so. There are no existing programs that provide this type of financial assistance. The City has the ability to abate hazardous trees, but lacking a funding source for this work, the City assesses the cost to the residents' property taxes. This exposes low-income residents to costs that are disproportionately high and dis-incentivizes addressing the issue. This funding would allow the City to pay for the removal of trees on behalf of low-income residents so that removal occurs before the trees become hazardous and without significant financial burden for low-income residents. The City will also utilize funds to pay a contractor to replant the 100 trees on site as well as 30

additional trees on properties occupied by low-income residents. Staff have seen that unless barriers to replanting are removed, ash trees are often not replaced, leading to tree inequity. The project also prepares to create a new "Trees for Trails" program to plant 20 trees along trails to add shade. This will result in an overall 1:1.5 replanting ratio to expand the canopy coverage. Additionally, funds will be used to perform treatment of 400 high-quality ash trees on public property to preserve trees that provide the greatest amount of benefits based on the City's existing tree inventory. While the City's forestry budget has previously covered this work, this funding is vulnerable to being used for other tree pest and EAB management and comes at the expense of planting additional trees.

Project Timeline

- January 2024: Following approval of all grant documents, the City will submit a request to all City-licensed Tree Service Contractors to become "pre-qualified project contractors". The City will enter into contracts with eligible companies for project work including a free inspection and tree removal. Contractors will be required to provide photos of trees prior to and following removal and site restoration. Contractors will invoice the City directly for services.
- January 2024: the City will select a contractor to provide tree replanting services on the property where ash trees were removed.
- March 1, 2024-April 30, 2027: The City will enter into agreements with low-income residents to pay for the removal and replacement of ash trees on their private property. Ash tree removal will be limited between May 1- September 30 to only situations in which the tree has been deemed immediately hazardous. Tree replacement will occur by the subsequent September 30 except for all trees removed between September 30, 2026-April 30, 2027 for which replacement will occur by May 30, 2027. Applications from low income residents will be accepted on a rolling basis.
- July 2024 and July 2025: The City will send a mailer to all single family homes advertising the program.
- September 2024, 2025, 2026: The City will contract with a Tree Service Company to plant a total of 150 trees over the course of three years.
- September 2026, The City will plant 20 trees along trails as part of the Trees for Trails program
- May 2027- City staff will provide a final on-site inspection or photographic review of all planted trees.
- June 2027- Residents will be offered a replacement tree for any tree not surviving. If declined by the resident it will be replaced by the City at its cost
- By June 2027, Any tree not surviving will be replanted on public property by City staff

Project Budget Explanation

- It is important to the City to structure the program so that the City pays for the upfront cost of ash tree removal for low-income residents instead of providing financial assistance in the form of a rebate. In this manner, residents don't face additional tax implications or disqualification from other assistance programs. However, staff are also aware that some ash trees removals are very expensive based on tree location and condition. In order to avoid a situation in which only a small number of very expensive projects can be completed, the City is proposing to pay for the full cost of tree removal upfront with a maximum cap of \$3,000 per tree. This amount should sufficiently cover "easy" tree removals. If a project comes back higher than that amount, the City will invoice the resident or enter into a voluntary assessment agreement with them to pay the remaining amount back over time.

- Tree replanting on private property was estimated based on an initial price quote from a contractor and include a 10 gallon tree and the placement of a watering bag and tree guard. Using a tree contractor was determined to be the best method as residents may lack transportation or physical ability to collect and plant a tree.
- The Trees for Trails budget includes twenty 20-gallon trees, plus watering bags, and tree guards based on average costs from a commercial nursery.
- EAB Treatment includes two cycles of treatment for 200 trees (in 2024 and 2026) and one cycle for 215 trees (2025). Treatment costs are based on previous work completed by a contractor using emamtin benzoate.
- Budget also includes two mailers to single family properties to promote the program and to raise awareness for EAB management.
- The City is not including staff time within the project budget to direct maximum funds toward implementation. If costs come back lower than budgeted, the City will remove or replant more trees.
- All costs to replace trees that do not survive will be covered by the City. The City is open to reducing project quantities if less project funding is available than requested.

Project Impacts on Priority Landscapes and Populations

- This project's removal and replacement component is in direct response to resident concerns over lack of funding for removal of private ash trees, and is designed to reach low-income residents. This will be defined as earning 80% Area Median Income or properties with rents affordable to residents earning 80% Area Median Income, based on definitions provided by the Metropolitan Council.
- While this project is city-wide, six of the seven census tracts in Fridley shown on the MPCA's Environmental Justice (EJ) map are highlighted as EJ areas based on poverty-level and all are highlighted as EJ areas based on race. The Metropolitan Council's Growing Shade Tool shows that Fridley households with lower incomes and higher percentages of people of color as having a lower percentage of tree canopy coverage. While a survey of ash trees on private properties hasn't been conducted, a survey of public ash trees showed the highest concentration of poor quality trees in a census tract with 32% of residents making under 200% of the federal poverty level.
- In particular, replanting efforts will be focused within the Park Plaza Co-Operative which is a manufactured housing community in an area with a 9.78/10 priority score for reforestation on the Growing Shade. Residents will be able to pick and prioritize from a variety of tree species to be planted/replanted on their property in order to maximize resident investment while ensuring a diverse tree canopy. Residents will also be able to choose between a list of pre-approved contractors to complete removal work.
- The City has access to translation services and will offer translation services on all print materials.
- Chemical treatment of EAB will be distributed across public spaces throughout the City in order to minimize the overall effects of extreme heat which has the greatest impact on vulnerable populations.
- Trees planted as part of the Trees for Trails program will add shade to provide shade for residents utilizing trails including children walking to school, transit users, and residents without a car.

Communication

Communication regarding this program will occur through multiple formats including: general city communication channels (newsletter, electronic newsletter, social media), events, and direct mailers.

- At a minimum, we will publish two newsletter articles, two electronic newsletters, five social media posts, and attend three tabling event annually between 2024-2026 to promote the program.
- We will also update our existing letter sent by our certified tree inspectors informing them that they have an EAB infested tree/hazardous tree to include information on the grant program.
- Additionally, grant funds will be used to send two citywide mailers about EAB, options for managing EAB treatment and replacement, the importance of hiring a city-licensed tree service and the low-income tree removal and replacement program. The mailer will include text on how to receive the information in other languages.

All outreach about EAB will include information on the importance of replanting with diverse species. Messaging about EAB treatment will emphasize the benefit of chemical injection over soil drenches.

Key Personnel

Internal staff for this project include:

- Rachel Workin, Environmental Planner. Rachel will administer the grant including development of the pre-approved contractor list for resident tree removals, contracts with low-income residents for financial assistance, and oversight of the tree-planting contractor. Rachel has worked with the City for six years, during which time she has successfully completed three DNR forestry grants, managed the City's tree sale, and overseen the City's EAB treatment program among other forestry initiatives. Rachel has created or collaborated on multiple residential financial assistance programs including the City's insulation rebate and water efficiency rebate programs. Rachel has a Master of Environmental Management from Duke University and previously led community forestry projects as a US P
- Jeff Jensen, Operations Manager, Parks. Jeff serves as the City Forester and oversees a team of nine certified tree inspectors. His team will help identify potentially hazardous ash trees on private property to target for outreach about this new program, assist residents with tree concerns about newly planted trees, and replant trees as needed on public property
- Jim Kosluchar, Director of Public Works will provide grant oversight.

External staff include:

- Tree removal contractors: These contractors will be required to have a City license which includes insurance minimums and participation in the Tree Care Registry, have an ISA-certified arborist on staff, and sign a contract indicating that they will provide all necessary documentation for grant reporting including itemized invoices and photos of completed work.
- Tree planting contractor. This contractor will have a City license, have an ISA-certified contractor on staff, and have to demonstrate prior experience planting trees on residential properties
- Tree Treatment contractor: This contractor will have a City license, appropriate pesticide certifications and prior experience performing chemical injection.

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used

unless an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing:

- *Acer* (maple): 25.0%
- *Fraxinus* (ash): 18.1%
- *Picea* (spruce): 15.9%
- *Quercus* (oak): 11.1%

All trees planted with grant funds are expected to be maintained based on the City of Fridley's Three Year Tree Maintenance Plan submitted as Exhibit C. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the City of Fridley.

Requesting Reimbursement

Accomplishment reports and maps of completed work will be submitted with all requests for reimbursement.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form, if applicable
- Partial payments may be submitted as needed, following the above reporting date schedule, and must include all up-to-date required documents and accomplishment reports
- Accomplishment reports will include grant contract deliverables and their impacts
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
 - Identify the location of ash trees that have been treated
- All trees removed, treated, and planted will be mapped and submitted as shapefiles if possible, with the planted trees identified by species and size, to obtain grant fund reimbursement. If your community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is ¾"-2" caliper bareroot or a container class size #20 or smaller.

Ineligible Project Expenses

Ineligible project expenses include, but are not limited to:

- Costs incurred prior to the start date on the fully executed grant agreement

- Purchase of trees listed on the [Minnesota Invasive Terrestrial Plants](#) and [Minnesota Noxious Weed](#) lists, including Amur cork tree, Amur maple, autumn olive, black locust, buckthorn, Callery pear, Norway maple, Russian olive, Siberian elm, Tatarian maple, and tree of heaven
- Purchase of balled and burlapped trees, containerized trees larger than #20, and bareroot trees greater than 2" caliper diameter
- Purchase of tree species that already make up 10% or more of the community's public trees, or whose family makes up 20% or more of the public trees
- Purchase of plants such as shrubs, living ground covers, sod, grass seed, and flowers
- Purchase of land or easements
- Major soil and grade changes or construction
- Equipment purchases equal to or exceeding \$5,000
- Purchase of meals or snacks for volunteers
- Experimental practices not approved by DNR

Acknowledgments

Minnesota Department of Natural Resources

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Logo is permitted for use and can be obtained upon request.
- DNR will provide a media kit to assist with publications and outreach related to this grant program. Refer to this media kit for suggested acknowledgment language.

Exhibit B: Project Budget
2023 ReLeaf
City of Fridley

Item	State Grant Funds	Cash Match	In-kind Match	Total
Personnel and Owned Equipment				\$0.00
Eligible Expenses	\$420,550.00			\$420,550.00
Totals	\$420,550.00	\$0.00	\$0.00	\$420,550.00



3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of Fridley

Year and Season of Planting: Fall 2024, Fall 2025, Fall 2026, Sp

Project Coordinator: Rachel Workin

Phone: 763-572-3594

Email: rachel.workin@fridleymn.gov

of Trees to be Planted: 150

Size (caliper for deciduous, height for conifers): approximately 1-2"; 10-20

Type of Stock to be Planted (Bare root, etc.): 10 gallon container on private property; 20 gallon container for Trees to

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

Property owners will be responsible for the trees planted on their private property. City staff will provide technical assistance. City staff will be responsible for trees planted on public property as part of the Trees for Trails program.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

Yes, training will be needed for residents. All recipients of trees will sign a contract outlining that they understand the maintenance obligations. A brochure including information on tree care will also be provided at the time of planting. Additionally, the City will create a video on how to maintain trees that can be viewed on the City's YouTube channel. Staff will have the ability to translate information into other languages.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Contractors will need to submit photos of all completed work to ensure it is satisfactory as a condition of payment. City staff will perform spot checks of newly planted trees for the first three years. Properties where trees are observed to be in poor condition will receive a letter reminding them of required maintenance. All tree recipients will be encouraged to call the City's Public Works department if they notice their tree is in decline to receive a free visit from one of the City's certified tree inspectors.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

Recipients of trees on private property will sign a contract agreeing to water the tree weekly for the first three years unless it has rained 1 inch a week as a condition of participating in the program. All recipients will receive a tree watering bag with their tree to facilitate watering.

Trees planted as part of the Trees for Trails program will have a watering bag which will be filled by City staff using a watering truck.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

All trees will be mulched at the time of planting. Recipients of trees on private property will receive information on how to add mulch. City staff will monitor mulch and replace as needed for trees planted through the Trees for Trails program.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Staking is not expected on private property; however, tree guards will be provided (please see below) which will also help protect against damage from mowing.

Staking will be provided on trees planted as part of the Trees for Trails program if needed and monitored by the City's Certified Tree Inspectors. Staff are also proposing to increase the size from 10 gallon to 20

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Residents receiving trees will be encouraged to contact the City's Public Works department to schedule a no-cost visit from the City's Certified Tree Inspectors for help identifying and addressing any problem. Tree Inspectors will be able diagnose issues with the trees and recommend solutions. All trees will receive a final inspection or a photographic review by May 30, 2027. If a tree has died, the resident will be offered a new tree either as part of the initial warranty or at the cost of the City. If the resident declines the

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

All new trees will receive a tree guard to protect from mowing and animal damage. Recipients of trees on private property will receive information on when to remove their tree guard. City staff will remove tree guards included as part of the Trees for Trail program.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

Tree pruning will be the responsibility of the resident; however, the City will provide information on how to prune trees and the City's Certified Tree Inspectors will be available to provide guidance as needed. The City's Certified Tree Inspectors will provide pruning of Trees for Trails trees.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

Trees provided by the Tree Planting Contractor will include a onetime replacement of any tree that has died within one year from the date of installation provided that the tree has been cared for as instructed. If a tree dies prior to the grant agreement, the resident will be offered a replacement tree. If the resident declines a replacement tree it will be planted on public property within the city at the City's expense. Trees planted for the City's Trees for Trails program will not include a warranty, as this is not available through the City's commercial account; however, the City will replace any trees that is in poor condition or dead at the end of the project grant agreement if needed.



Minnesota Department of Natural Resources

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement, we will monitor and report any actual, potential, individual, or organizational conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (check one of the two boxes below):

- ☐ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, individual, or organizational (*indicate below*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: workin, Rachel Date: _____

Grantee AR's Signature: _____

Organization Name: City of Fridley Director of Public Works / City Engineer

Project Name: _____

Legal Citation: ML_____, Chapter _____, Article ___, Section ___, Subdivision _____

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution No. 2023-155, Designating Precincts and Polling Locations for the 2024 Election Year

Background

Minnesota Statute § 204B.16, subd. 1 requires the governing body of each municipality to designate, by resolution, precincts and polling locations by December 31. The attached resolution designates the precincts and polling locations for 2024.

With the expected completion of construction on the new building at Moore Lake Park, it is an appropriate time to move the polling location for Ward 2, Precinct 3 from North Park Elementary into the new Moore Lake building. Whenever possible it is favorable to hold elections in locations that are not schools to help minimize disruption to the school day. While this is not possible in every precinct due to lack of available buildings in the City of Fridley (City), if an opportunity presents itself to move elections into a building that is not a school, Staff recommend this as a best practice.

Affected residents will be notified of this polling location change through a mailing from the Secretary of State's office and then a second mailing from the City.

Financial Impact

The City plans to mail postcards to those registered voters in the affected areas. Staff estimate the cost of such a postcard mailing to be approximately \$800, which will be paid out of the Elections budget for 2024.

Recommendation

Staff recommend the adoption of Resolution No. 2023-155, Designating Precincts and Polling Locations for the 2024 Election Year.

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. 2023-155

Vision Statement

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

Resolution No. 2023-155

Designating Precincts and Polling Locations for the 2024 Election Year

Whereas, Minnesota Statute 204B.16 Subd. 1 requires the governing body of each municipality to designate by resolution each year no later than December 31, polling locations for each ward and precinct; and

Whereas, the construction of the Moore Lake Park building will be completed by the March 5, 2024 Presidential Nominating Primary; and

Whereas, it is favorable to move the polling location for Ward 2, Precinct 3 from North Park Elementary School over to the Moore Lake Park building.

Now, therefore be it resolved, that the City Council of the City Fridley hereby approves the polling locations to be used as the municipal polling locations in the calendar year 2024 as follows:

Ward 1 Precinct 1	Grace Evangelical Free Church, 755 73rd Avenue N.E.
Ward 1 Precinct 2	Hayes Elementary School, 615 Mississippi Street N.E.
Ward 1 Precinct 3	Fridley Civic Campus, 7071 University Avenue N.E.
Ward 1 Precinct 4	Fridley Community Center, 6085 7th Street N.E.
Ward 2 Precinct 1	Woodcrest Elementary School, 880 Osborne Road N.E.
Ward 2 Precinct 2	St. Philip's Lutheran Church, 6180 Highway 65 N.E.
Ward 2 Precinct 3	Moore Lake Park, 5872 Central Avenue N.E.
Ward 3 Precinct 1	Springbrook Nature Center, 100 85th Avenue N.E.
Ward 3 Precinct 2	Redeemer Lutheran Church, 61 Mississippi Way N.E.
Ward 3 Precinct 3	Stevenson Elementary School, 6080 E River Road N.E.

Be it further resolved, that the City Council hereby directs the City Clerk to make all necessary notifications and preparations for elections held in 2024 as required by Minnesota Statute, Minnesota Rules, the City Charter and the Fridley City Code.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund - Mayor

Attest:

Melissa Moore, City Clerk



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2023-163, Approving Appointments to the Planning Commission and the Environmental Quality and Energy Commission (EQEC)

Background

Effective January 1, 2024, two commission members will be resigning—one from the Planning Commission and one from the EQEC. Staff advertised the upcoming openings on social media and the City's website. Two residents expressed an interest in being appointed to the commission openings and met with the Fridley City Council on December 11, 2023.

Staff prepared the attached resolution appointing Aaron Brom to the Planning Commission and Avonna Starck to the EQEC for a three-year term.

Financial Impact

None

Recommendation

Staff recommend the approval of Resolution No. 2023-163, Approving Appointments to the Planning Commission and the EQEC.

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. 2023-163

Vision Statement

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

Resolution No. 2023-163

Approving Appointments to the Planning Commission and the Environmental Quality and Energy Commission

Whereas, the Fridley City Council (Council) appoints Fridley residents to the City's commissions to perform functions outlined and authorized by the City Charter, City Code, resolution or agreement; and

Whereas, in the beginning of December, 2023, staff was made aware that one commission member would be resigning from the Planning Commission, and one from the Environmental Quality and Energy Commission (EQEC), effective January 1, 2024; and

Whereas, after advertising on social media and the City's website, two individuals expressed an interest in being appointed to the vacancies on the commissions and met with the Council on December 11, 2023.

Now, therefore, be it resolved, that the City Council of the City of Fridley hereby appoints Aaron Brom to the Fridley Planning Commission, for a three-year term expiring on December 31, 2026.

Be it further resolved, that the City Council of the City of Fridley hereby appoints Avonna Starck to the Fridley EQEC for a three-year term expiring on December 31, 2026.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Korrie Johnson, Assistant Finance Director

Title

Resolution No. 2023-164, Approving Gifts, Donations and Sponsorships Received Between November 18, 2023, and December 11, 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 November 18, 2023, and December 11, 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. 2023-164, Approving Gifts, Donations and Sponsorships Received Between November 18, 2023, and December 11, 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

- Resolution No. 2023-164
- 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. 2023-164**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 November 18, 2023, and December 11, 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 November 18, 2023, and December 11, 2023.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 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
1/18/2023	Public Safety - Fire	Donation for Fire Prevention Activities	MINCO	\$1,000.00	101
1/25/2023	SNC	Donation Box Contents	Various	\$145.04	270
1/25/2023	SNC	Individual Donation	Jerrilynn Boehland	\$100.00	270
2/28/2023	SNC	Donation Box Contents	Various	\$295.00	270
3/1/2023	SNC	Donation Box Contents	Various	\$88.00	270
3/10/2023	SNC	General Donation	Zoe & Brett Hildreth	\$100.00	270
3/16/2023	SNC	Memorial Donation for Dave Kondrick	Roger & Barb Van Batavia	\$25.00	270
3/23/2023	Public Works	Donation of Right of Way at 53rd	Target	\$137,600.00	406
4/10/2023	Public Safety - Police	Donation for "Shop with a Cop" gift cards	Wal-Mart	\$4,000.00	101
4/13/2023	SNC	Memorial Donation for Dave Kondrick	Various	\$295.00	270
4/13/2023	SNC	Donation Box Contents	Various	\$184.00	270
4/19/2023	SNC	Memorial Donation for Dave Kondrick	Barbara & Stephen Kondrick	\$25.00	270
4/28/2023	SNC	Donation Box Contents	Various	\$65.00	270
5/10/2023	SNC	Memorial Donation for Jeanette Oliverus	Shelly Albers	\$100.00	270
5/12/2023	SNC	SNCF Grant Reimbursement	Xcel Energy and International Paper	\$7,000.00	270
5/24/2023	SNC	Donation Box Contents	Various	\$102.00	270
5/25/2023	REC	Safety Camp - Helmet donation	Fridley Women of Today	\$700.00	101
6/1/2023	REC	Safety Camp - Presentation	Fridley Lions Club	\$1,500.00	101
6/14/2023	SNC	Donation Box Contents	Various	\$76.00	270
6/23/2023	SNC	Donation	Gregg & Theresa Dillenburg	\$75.00	270
7/14/2023	SNC	Donation Box Contents	Various	\$50.00	270
8/9/2023	SNC	Donation Box Contents	Various	\$55.00	270
8/18/2023	SNC	Fireplace Donation at SNC	Springbrook Foundation	\$28,192.30	407
9/6/2023	SNC	Donation to SNC	Betty Ann Addison	\$200.00	270
9/6/2023	Community Development	Donation toward band for 5 year anniversary	Scott Hickok	\$500.00	101
9/27/2023	Public Safety - Police	Donation for "Coats from Cops" event	Fridley Lions Club	\$2,500.00	101
10/9/2023	REC	Donation for Turkey Fun Event	Fridley Lions Club	\$1,000.00	101
10/25/2023	SNC	Individual Donation	Katherine Mrozek	\$100.00	270
11/3/2023	SNC	Donation Box Contents	Various	\$261.00	270
11/3/2023	CIP Parks	SNC Nature Play Area	Springbrook Foundation	\$125,000.00	407
11/9/2023	SNC	Donation	Spring Lake Park Lions	\$1,000.00	270
11/17/2023	SNC	Give to the Max Day	Lake Country Wanderers	\$50.00	270
11/30/2023	SNC	Donation Box Contents	Various	\$150.00	270
12/1/2023	Public Safety - Police	Donation for general purpose - Police	Coss Family Foundation (St. Paul & MN Foundation)	\$20,000.00	101

Report to Date Total

\$431,911.54



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2023-162, Approving Claims for the Period Ending December 13, 2023

Background

Attached is Resolution No. 2023-162 and the Claims Report for the period ending December 13, 2023.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2023-162, Approving Claims for the Period Ending December 13, 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

- Resolution No. 2023-162, Approving Claims for the Period Ending December 13, 2023
- City Council Claims Report

Vision Statement

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

Resolution No. 2023-162**Approving Claims for the Period Ending December 13, 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 December 13, 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 18th day of December, 2023.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 11.

Bank Transaction Report

Transaction Detail

Issued Date Range: 12/07/2023 - 12/13/2023

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
12/08/2023		DFT0004709	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,539.23
12/08/2023		DFT0004710	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,276.33
12/08/2023		DFT0004711	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-18,021.39
12/08/2023		DFT0004712	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-5,112.66
12/08/2023		DFT0004714	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-363.48
12/08/2023		DFT0004716	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4,415.53
12/08/2023		DFT0004717	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-3,260.66
12/08/2023		DFT0004718	MINN DEPT OF REVENUE - Payroll Garnishments	Accounts Payable	Outstanding	Bank Draft	-524.38
12/08/2023		DFT0004719	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-45,532.67
12/08/2023		DFT0004720	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
12/08/2023		DFT0004721	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-63,848.76
12/08/2023		DFT0004722	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-75.00
12/08/2023		DFT0004723	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-2,475.00
12/08/2023		DFT0004724	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-600.00
12/08/2023		DFT0004725	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-4,264.60
12/08/2023		DFT0004726	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-1,100.00
12/08/2023		DFT0004727	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-44,323.38
12/08/2023		DFT0004728	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-16,856.36
12/08/2023		DFT0004729	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-24,552.18
12/08/2023		DFT0004730	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-53,056.50
Bank Draft Total: (20)							-291,362.57
Check							
12/08/2023	12/06/2023	25	25	Payroll	Cleared	Check	0.00
12/12/2023		202896	PATRICIA A REIN	Utility Billing	Outstanding	Check	-512.91
12/12/2023		202897	KELLY VEIT	Utility Billing	Outstanding	Check	-245.90
12/13/2023		202898	AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-25.34
12/13/2023		202899	ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-5,172.00
12/13/2023		202900	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-596.34
12/13/2023		202901	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-126.02
12/13/2023		202902	ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	-53.04
12/13/2023		202903	ATLAS TOYOTA MATERIAL HANDLING LLC	Accounts Payable	Outstanding	Check	-2,190.00
12/13/2023		202904	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-539.00
12/13/2023		202905	BLAINE CUSTOM APPAREL & AWARDS	Accounts Payable	Outstanding	Check	-80.00
12/13/2023		202906	BOB'S PRODUCE RANCH	Accounts Payable	Outstanding	Check	-24.20
12/13/2023		202907	BRAUN INTERTEC CORPORATION	Accounts Payable	Outstanding	Check	-10,365.80

Bank Transaction Report

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/13/2023		202908	CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-18,800.01
12/13/2023		202909	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-5,016.56
12/13/2023		202910	CENTRAL ROOFING COMPANY	Accounts Payable	Outstanding	Check	-75,035.75
12/13/2023		202911	CENTURY LINK	Accounts Payable	Outstanding	Check	-1,176.99
12/13/2023		202912	CMT JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-2,772.00
12/13/2023		202913	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-317.21
12/13/2023		202914	COMPASS MINERALS	Accounts Payable	Outstanding	Check	-18,918.88
12/13/2023		202915	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-29,701.00
12/13/2023		202916	COSTAR REALTY INFORMATION	Accounts Payable	Outstanding	Check	-430.00
12/13/2023		202917	CUSTOM DRYWALL	Accounts Payable	Outstanding	Check	-4,370.00
12/13/2023		202918	DAVE PERKINS CONTRACTING	Accounts Payable	Outstanding	Check	-10,678.00
12/13/2023		202919	DDA HUMAN RESOURCES INC	Accounts Payable	Outstanding	Check	-12,963.00
12/13/2023		202920	ECOSAFE ZERO WASTE USA INC	Accounts Payable	Outstanding	Check	-354.24
12/13/2023		202921	ENTERPRISE FM TRUST	Accounts Payable	Outstanding	Check	-25,710.84
12/13/2023		202922	Void Check	Accounts Payable	Voided	Check	0.00
12/13/2023		202923	ERICKSON ENGINEERING	Accounts Payable	Outstanding	Check	-2,460.53
12/13/2023		202924	FASTENAL COMPANY	Accounts Payable	Outstanding	Check	-140.62
12/13/2023		202925	FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-578.89
12/13/2023		202926	FOREST LAKE CONTRACTING	Accounts Payable	Outstanding	Check	-619,976.34
12/13/2023		202927	FRIENDLY CHEVROLET INC	Accounts Payable	Outstanding	Check	-558.90
12/13/2023		202928	GARELICK STEEL CO	Accounts Payable	Outstanding	Check	-133.68
12/13/2023		202929	GOODYEAR TIRE & RUBBER COMPANY	Accounts Payable	Outstanding	Check	-1,548.76
12/13/2023		202930	GREGERSON ROSOW JOHNSON & NILAN LTD	Accounts Payable	Outstanding	Check	-341.90
12/13/2023		202931	GROTH SEWER & WATER LLC	Accounts Payable	Outstanding	Check	-3,500.00
12/13/2023		202932	HAMMER SPORTS LLC	Accounts Payable	Outstanding	Check	-476.00
12/13/2023		202933	HAWKINS INC	Accounts Payable	Outstanding	Check	-4,190.99
12/13/2023		202934	HEALTH PARTNERS	Accounts Payable	Outstanding	Check	-2,974.00
12/13/2023		202935	HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-5,902.50
12/13/2023		202936	INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-1,119.83
12/13/2023		202937	INSTRUMENTAL RESEARCH INC	Accounts Payable	Outstanding	Check	-352.00
12/13/2023		202938	INTERSTATE ALL BATTERY CENTER	Accounts Payable	Outstanding	Check	-207.90
12/13/2023		202939	JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-6,200.00
12/13/2023		202940	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-15.00
12/13/2023		202941	LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-2,425.37
12/13/2023		202942	LEPAGE & SONS	Accounts Payable	Outstanding	Check	-1,224.53
12/13/2023		202943	LONG RUN LEADERSHIP CONSULTING	Accounts Payable	Outstanding	Check	-5,987.50
12/13/2023		202944	MAMA - METRO AREA MGMT ASSOC	Accounts Payable	Outstanding	Check	-45.00
12/13/2023		202945	MANSFIELD OIL COMPANY	Accounts Payable	Outstanding	Check	-13,519.21
12/13/2023		202946	MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-1,540.89
12/13/2023		202947	MENARDS - BLAINE	Accounts Payable	Outstanding	Check	-194.44
12/13/2023		202948	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-19.94
12/13/2023		202949	METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-360.00
12/13/2023		202950	METRO-INET	Accounts Payable	Outstanding	Check	-4,563.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
12/13/2023		202951	METROPOLITAN COUNCIL	Accounts Payable	Outstanding	Check	-453,647.56
12/13/2023		202952	MINN DEPT OF TRANSPORTATION	Accounts Payable	Outstanding	Check	-3,353.87
12/13/2023		202953	MINN POLICE & PEACE OFFICERS ASSOC	Accounts Payable	Outstanding	Check	-420.00
12/13/2023		202954	MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-199.99
12/13/2023		202955	MODERN PIPING INC	Accounts Payable	Outstanding	Check	-16,292.50
12/13/2023		202956	MORRELL ENTERPRISES	Accounts Payable	Outstanding	Check	-1,298.96
12/13/2023		202957	NEO ELECTRICAL SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-54,577.50
12/13/2023		202958	NORTHENSOLD, BRIAN	Accounts Payable	Outstanding	Check	-84.98
12/13/2023		202959	NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-124.35
12/13/2023		202960	NUSS TRUCK AND EQUIPMENT	Accounts Payable	Outstanding	Check	-793.36
12/13/2023		202961	NYKANEN, ANDREW	Accounts Payable	Outstanding	Check	-4,392.80
12/13/2023		202962	OLSEN CHAIN & CABLE	Accounts Payable	Outstanding	Check	-561.28
12/13/2023		202963	RECYCLE TECHNOLOGIES INC	Accounts Payable	Outstanding	Check	-11,546.80
12/13/2023		202964	REPUBLIC SERVICES #899	Accounts Payable	Outstanding	Check	-29,319.19
12/13/2023		202965	REVIER, REGGIE	Accounts Payable	Outstanding	Check	-200.00
12/13/2023		202966	REVSPIRING INC	Accounts Payable	Outstanding	Check	-2,828.71
12/13/2023		202967	SCHIFSKY & SONS INC	Accounts Payable	Outstanding	Check	-923.23
12/13/2023		202968	ST CROIX RECREATION FUN PLAYGROUNDS	Accounts Payable	Outstanding	Check	-45,269.00
12/13/2023		202969	STANDARD INSURANCE COMPANY (LIFE)	Accounts Payable	Outstanding	Check	-2,078.55
12/13/2023		202970	STANDARD INSURANCE COMPANY LTD/STD	Accounts Payable	Outstanding	Check	-7,184.18
12/13/2023		202971	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-1,523.33
12/13/2023		202972	SUMMIT COMPANIES	Accounts Payable	Outstanding	Check	-38,599.45
12/13/2023		202973	TAHO SPORTSWEAR	Accounts Payable	Outstanding	Check	-207.75
12/13/2023		202974	TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-431.25
12/13/2023		202975	T-MOBILE	Accounts Payable	Outstanding	Check	-25.00
12/13/2023		202976	TOLL GAS & WELDING SUPPLY	Accounts Payable	Outstanding	Check	-428.53
12/13/2023		202977	TRI-COUNTY LAW ENFORCEMENT ASSOC	Accounts Payable	Outstanding	Check	-90.00
12/13/2023		202978	UNITED GLASS INC	Accounts Payable	Outstanding	Check	-63,807.70
12/13/2023		202979	USA BLUEBOOK	Accounts Payable	Outstanding	Check	-462.04
12/13/2023		202980	UTILITY LOGIC LLC	Accounts Payable	Outstanding	Check	-505.34
12/13/2023		202981	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-1,950.05
12/13/2023		202982	VISION WOODWORKING INC	Accounts Payable	Outstanding	Check	-5,174.51
12/13/2023		202983	WASTE MANAGEMENT-MINN	Accounts Payable	Outstanding	Check	-5,400.00
12/13/2023		202984	XCEL ENERGY	Accounts Payable	Outstanding	Check	-9,309.91
12/13/2023		202985	YALE MECHANICAL INC	Accounts Payable	Outstanding	Check	-1,107.89
12/13/2023		202986	ZURBEY, WILLIAM A	Accounts Payable	Outstanding	Check	-187.00
12/13/2023		202987	MINN POLICE & PEACE OFFICERS ASSOC	Accounts Payable	Outstanding	Check	-912.00
Check Total: (93)							-1,671,951.31
EFT							
12/08/2023		924	CITY OF FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-60.00
12/08/2023		EFT0000200	Payroll EFT	Payroll	Outstanding	EFT	-384,590.78
EFT Total: (2)							-384,650.78

Bank Account	Count	Amount
0000100479 City of Fridley	115	-2,347,964.66
Report Total:	115	-2,347,964.66

Cash Account	Count	Amount
No Cash Account	2	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	113	-2,347,964.66
Report Total:	115	-2,347,964.66

Transaction Type	Count	Amount
Bank Draft	20	-291,362.57
Check	93	-1,671,951.31
EFT	2	-384,650.78
Report Total:	115	-2,347,964.66



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

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

Title

Public Hearing for Improvements for 2024 Street Rehabilitation Project No. ST2024-01 and Resolution No. 2023-157, Ordering Final Plans, Specifications and Calling for Bids for 2024 Street Rehabilitation Project No. ST2024-01

Background

Following discussion and direction from the Fridley City Council (Council), the Public Works Department has prepared a feasibility report regarding the proposed roadway and utility improvements (Improvements) included as part of the 2024 Street Rehabilitation Project No. ST2024-01 (Project). On November 27, 2023, the report was presented to Council and a public Hearing on Improvements was set for December 18, 2023 by Resolution No. 2023-142. The Hearing on Improvements was advertised in accordance with statutory requirements and officially published in the Star Tribune on December 4, 2023 and December 11, 2023. Additionally, adjacent property owners subject to special assessment were mailed notice of the public hearing on November 29, 2023. The mailing to each property owner included a preliminary assessment estimate and project update.

The Project is approximately 1.3 miles in length and includes pavement and utility improvements across three distinct project locations: Lucia Lane, Channel Road and 66th Avenue east of Trunk Highway 65 and north of Mississippi Street (CSAH 6) (Ward 2), Norton Avenue from Central Avenue (CSAH 35) to the western terminus (Ward 2), and Buchanan Street from 53rd Avenue to the City Limits (Ward 1). The streets and underground utilities throughout the project were originally constructed from the mid-1950s to the late 1970s. Since their initial construction, they have received periodic rehabilitation and preventative maintenance, including seal coating. In total, 153 properties are located along the project areas. These properties are subject to special assessment in conformance with the City's Roadway Major Maintenance Financing Policy.

In September 2023, preliminary public outreach for the Project was conducted using a combination of in-person informational meeting and virtual presentation made available on the City's project webpage. The meeting and virtual presentation included information on the proposed improvements, construction, special assessments and tentative project schedule. Project residents were invited via public mailing to either attend the informational meeting or view the virtual presentation and provide feedback to staff.

Vision Statement

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

Proposed street rehabilitation with the project will include asphalt reclaiming and milling, bituminous asphalt paving, concrete curb & gutter spot replacement and miscellaneous utility repairs within the roadway. All project streets excluding Buchanan Street will be replaced by new bituminous pavement overtop an aggregate base fortified by in-place pavement reclamation. Buchanan will receive a 1-½ inch mill and overlay of the existing pavement section. The Project also includes the termination of Lucia Lane and construction of a cul-de-sac at 68th Place to address historic traffic volume/speed concerns along Lucia Lane.

Proposed improvements to the water distribution system will include the replacement of approximately 1,600 lineal feet of existing water main along Channel Road, replacement of 12 fire hydrants and rehabilitation of other system appurtenances throughout the project. Locations for replacement of water main and other system facilities were identified by Public Works staff based upon existing condition and functionality.

Proposed improvements to the existing sanitary sewer and storm sewer networks will include the construction of two hydrodynamic structures and four rain gardens to improve storm water quality in addition to the rehabilitation of various existing structures. The existing sewer networks were inspected by Public Works staff and generally found to be in good condition. Other minor improvements to these systems will include manhole and inlet adjustments as well as casting replacement, if necessary, within the roadway in conjunction with proposed pavement improvements.

Costs for the project will be paid using a combination of funding sources including the City's Minnesota State Aid System funding, special assessments to benefitting properties and Utility CIP funds (water, sanitary sewer, and storm sewer). Staff are also pursuing additional funding for proposed storm water quality improvements through cost-share grants with various watershed organizations.

Staff requests consideration including input and information received at the Hearing on Improvements. Following this public hearing, the Council will be asked to address Resolution No. 2023-157 to consider ordering final plans, specifications and calling for bids for the project. If the City Council chooses to move forward with this project by approving the attached resolution, staff will finalize the design in January 2023, and construction would be completed between May and September 2024.

Financial Impact

Funding for this project is derived from several sources including Municipal State Aid Street funding, special assessments, and Utility CIP funds (water, sanitary sewer, and storm sewer). Additional funding for storm water quality improvements will be pursued by staff through various watershed district cost-share grant programs. The Project is budgeted in the adopted Capital Investment Plan for 2024-2028.

Recommendation

Staff recommends the approval of Resolution No. 2023-157, Ordering Final Plans, Specifications and Calling for Bids for the 2024 Street Rehabilitation Project No. ST2024-01.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-157
- Map of 2024 Street Rehabilitation Project Area
- Public Hearing Advertisement in the Official Publication
- Mailed Public Hearing Notice (sample)

Vision Statement

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

Resolution No. 2023-157

Ordering Final Plans, Specifications and Calling for Bids for the 2024 Street Rehabilitation Project No. ST2024-01

Whereas, the City of Fridley (City) has prepared a Capital Investment Program to systematically and regularly reconstruct and rehabilitate streets and utilities within the City to maintain infrastructure quality and performance; and

Whereas, the construction of certain roadway and utility improvements (Improvements) are included within the 2024 Street Rehabilitation Project No. ST2024-01 (Project) as identified within the Capital Investment Program and deemed to be in the interest of the City and property owners affected thereby; and

Whereas, pursuant to the direction of the Fridley City Council, the City's Engineering Division has prepared a feasibility report and estimates of costs thereof for the Improvements; and

Whereas, Resolution No. 2023-142 adopted November 27, 2023, received the feasibility report and set a public hearing regarding the estimated costs, funding and construction of the Improvements for the date of December 18, 2023; and

Whereas, it is the intent of the City to fund a portion of the project costs through special assessments to benefitting property owners in accordance with its Roadway Major Maintenance Financing Policy; and

Whereas, pursuant to Minnesota Statute, proper notification of said public hearing was given; and

Whereas, at said Hearing on Improvements, the City Council heard all those parties that desired to address the Council regarding said Improvements in whole or in part.

Now, therefore it be resolved, that the City Council of the City of Fridley hereby finds and orders:

1. Such Improvements are necessary, cost-effective and feasible as detailed in the feasibility report.
2. The Improvements proposed in the feasibility report are hereby ordered to be effected and completed as soon as reasonably possible, to-wit:

Street and utility improvements, including pavement reclamation, mill & overlay, bituminous asphalt paving, concrete curb & gutter spot replacement, water main replacement and utility repairs including the street segments as follows:

Lucia Lane from Mississippi Street (CSAH 6) to 68th Place
 Channel Road from Mississippi Street (CSAH 6) to North Terminus
 66th Avenue from Pierce Street to Channel Road
 Norton Avenue from Central Avenue (CSAH 35) to West Terminus
 Buchanan Street from 53rd Avenue to City Limits

3. The Improvements be incorporated in the 2024 Street Rehabilitation Project No. ST2024-01.
4. That the work affecting the Improvements under said Project may be performed under one or more contracts as may be deemed advisable upon receipt of bids.
5. That the Director of Public Works, James P. Kosluchar, P.E. is hereby designated as the engineer for the Improvements and shall oversee the preparation of plans, specifications and estimates of cost thereof for making of the Improvements.
6. That final plans, specifications and estimates are prepared by the Public Works Engineering Division and provided to the City Council as they are completed.
7. That the Engineering Division call for bids in order that Project award(s) and construction can be considered.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



2024 Street Rehabilitation Project

Item 12.



EAST RIVER RD NE

47

UNIVERSITY AVE NE

61ST AVE NE

47

57TH AVE NE

MEDTRONIC PKWY NE

MAIN ST NE

44TH AVE NE

OSBORNE RD NE

73RD AVE NE

NORTON AVE

65

LUCIA LN

66TH AVE

MISSISSIPPI ST NE

CENTRAL AVE NE

CHANNEL RD

GARDENA AVE NE

MATTERHORN DR NE

BUCHANAN ST

0.25 0 0.25 0.5 0.75 1 mi

City of Fridley
Notice of Hearing on
2024 Street Rehabilitation
Project No. ST2024-01

Whereas, the City Council of the City of Fridley, Anoka County, Minnesota has deemed it expedient to receive evidence pertaining to the improvements hereinafter described.

Now, therefore, notice is hereby given that on the 18th day of December 2023, at 7:00 p.m. the City Council will meet at the Fridley Civic Campus Council Chambers, 7071 University Avenue, N.E., Fridley, MN and will at said time and place hear all parties interested in said improvements in whole or in part.

The general nature of the improvements is the construction (in the lands and streets noted below) of the following improvements, to-wit:

Street and utility improvements, bituminous asphalt overlay, pavement reclamation, water main, and utility repairs including the street segments as follows:

LUCIA LANE	from MISSISSIPPI STREET (CSAH 6) to 68TH PLACE
CHANNEL ROAD	from MISSISSIPPI STREET (CSAH 6) to 68TH AVENUE
66TH AVENUE	from PIERCE STREET to CHANNEL ROAD
NORTON AVENUE	from CENTRAL AVENUE (CSAH 35) to WEST TERMINUS
BUCHANAN STREET	from 53RD AVENUE to CITY LIMITS

All of said land and parcels abutting the list of street segments above are to be assessed proportionately according to the benefits received by such improvement.

The City Engineer has estimated the project cost to be \$1,459,400. A tabulation of costs is available at the City's Engineering Office. A reasonable estimate of the impact of the assessment for each property will be available at the hearing. The City Engineer will be present to describe the physical and financial impact of the proposed project as described in the project feasibility report and proposed plans and specifications.

Hearing impaired persons planning to attend the public hearing who need an interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at 763-572-3500 no later than the 15th day of December 2023.

Published: Star Tribune
 December 04, 2023
 December 11, 2023



Fridley Civic Campus

7071 University Ave N.E. Fridley, MN 55432
763-571-3450 | FAX: 763-571-1287 | FridleyMN.gov

November 29, 2023

PW23-089

Subject: Notice of Public Hearing for 2024 Street Rehabilitation Project No. ST2024-01

Dear Property Owner:

The Fridley City Council will conduct a public hearing to consider authorizing construction of the 2024 Street Rehabilitation Project No. ST2024-01. A presentation will be given before Council that will provide information on estimated costs, funding, special assessments, and construction.

When: Monday, December 18, 2023; 7:00 p.m.

Where: Fridley Civic Campus, Council Chambers
7071 University Avenue NE, Fridley, MN

You are subject to a special assessment and your preliminary estimated assessment is \$3,650.00. This is in accordance with the City of Fridley special assessment policy and is based on best available information of estimated project costs and assumes similar application of special assessments as in previous projects to the property identified below. Assessment payment options will be presented at the hearing.

PROPERTY IDENTIFICATION NUMBER:
SUBJECT PROPERTY ADDRESS:

We look forward to seeing you at the public hearing. If you have questions, please call the Engineering Division at 763-572-3554.

Sincerely,

A handwritten signature in black ink, appearing to read 'James'.

James P. Kosluchar, P.E.
Director of Public Works

Publication and Project Area Map (Back of Page)

City of Fridley
Notice of Hearing on
2024 Street Rehabilitation Project
Project No. ST2024-01

Now, therefore, notice is hereby given that on the 18th day of December 2023, at 7:00 p.m. the City Council will meet at the Fridley Civic Campus Council Chambers, 7071 University Avenue, N.E., Fridley, MN and will at said time and place hear all parties interested in said improvements in whole or in part.

The general nature of the improvements is the construction (in the lands and streets noted below) of the following improvements, to-wit:

Street and utility improvements, bituminous asphalt overlay, pavement reclamation, water main, and utility repairs including the street segments as follows:

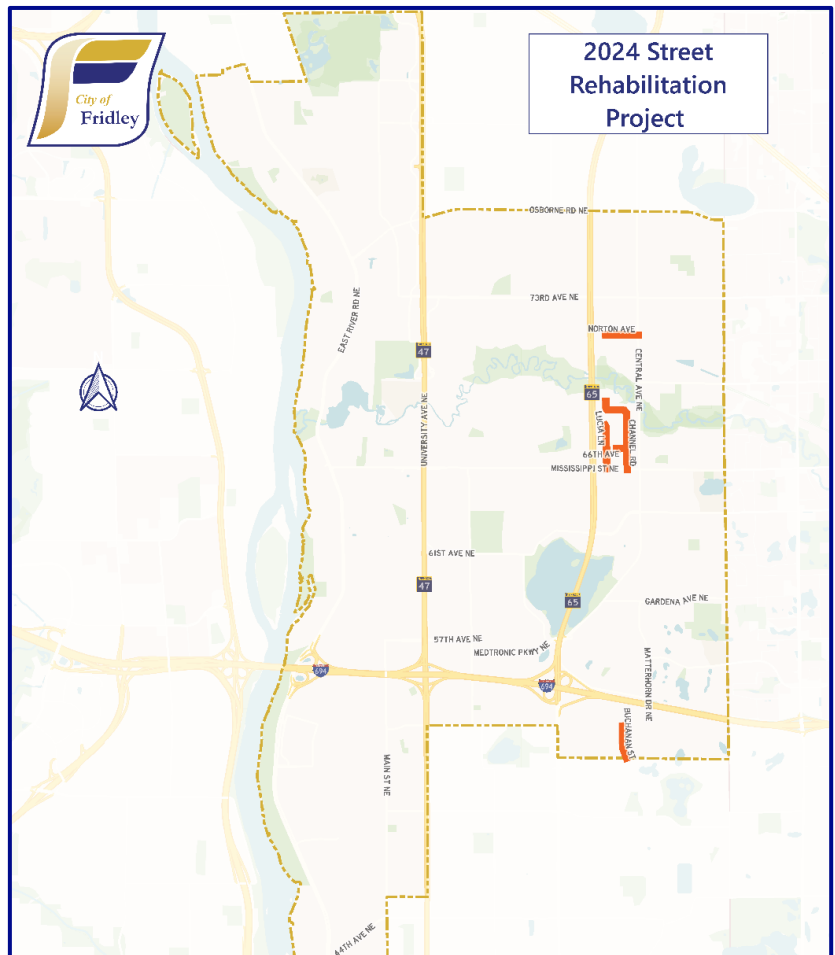
LUCIA LANE	from MISSISSIPPI STREET (CSAH 6) to 68 TH PLACE
CHANNEL ROAD	from MISSISSIPPI STREET (CSAH 6) to 68 TH AVENUE
66 TH AVENUE	from PIERCE STREET to CHANNEL ROAD
NORTON AVENUE	from CENTRAL AVENUE (CSAH 35) to WEST TERMINUS
BUCHANAN STREET	from 53 RD AVENUE to CITY LIMITS

All of said land and parcels abutting the list of street segments above are to be assessed proportionately according to the benefits received by such improvement.

The City Engineer has estimated the project cost to be \$1,459,400. A tabulation of costs is available at the City's Engineering Office. A reasonable estimate of the impact of the assessment for each property will be available at the hearing. The City Engineer will be present to describe the physical and financial impact of the proposed project as described in the project feasibility report and proposed plans and specifications.

Hearing impaired persons planning to attend the public hearing who need an interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at 763-572-3500 no later than the 15th day of December 2023.

Published: Star Tribune
 December 04, 2023
 December 11, 2023





AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer

Title

Resolution No. 2023-156, Approving Budget Reappropriation for Certain Funds for the Fiscal Year Ending December 31, 2023

Background

The City Charter (Charter) establishes certain processes for the preparation, passage, enforcement and alteration of the annual and revised budgets. Specifically, Section 7.07 of the Charter, authorizes the City Council (Council) to increase expenditures under two circumstances: 1) when actual revenues exceed estimated revenues; and/or 2) by identifying offsetting decreases in other areas of the budget.

To maintain compliance with this section of the Charter, and minimize the need for subsequent reappropriations, the Council annually adopts a revised budget in December. As part of the preparations of the Annual Comprehensive Financial Report (ACFR), staff typically identify other areas requiring further revisions or reappropriations, which are typically presented to the Council for consideration around the time of acceptance of the ACFR. As part of this process, staff identified multiple areas that require revision and they are attached, with descriptions. All increases to expenditure budgets are either offset by additional revenue or a decrease to a different expenditure.

Several of the budget amendments relate to expenditures incurred funded by grant revenue received, that was not previously budgeted for. Additionally, the City has received more police aid and fire aid than was budgeted, however, fire aid is a direct pass through (payment) to the Fire Relief Association, with that particular expenditure budget line item being adjusted. Another area requiring revision is an increase to the Police overtime budget which is offset by increased security revenue received related to security services the department has provided. The attachment includes the budget line items impacted by the proposed budget amendments.

Financial Impact

All increases to expenditure budgets are offset by either an increase to revenue budget or a corresponding decrease to a different expenditure budget.

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 2023-156, Approving Budget Reappropriation for Certain Funds for the Fiscal Year Ending December 31, 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

- Resolution No. 2023-156
- Proposed Budget Adjustment Register

Vision Statement

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

Resolution No. 2023-156**Resolution 2023-156, Approving Budget Reappropriation for Certain Funds for the Fiscal Year Ending December 31, 2023**

Whereas, the City Charter (Charter) established certain processes for the preparation, passage, enforcement and alternation to the annual budget; and

Whereas, Section 7.07 of the Charter authorizes the City Council (Council) to increase expenditures under two circumstances: 1) when actual revenues exceed estimated revenues; and 2) by identifying offsetting decreases in other areas of the budget; and

Whereas, for the Fiscal Year ending December 31, 2023, staff identified multiple areas requiring reappropriation subject to the Section 7.07 of the Charter; and

Whereas, the revisions to expenditure budgets are all either offset by additional revenue or an offsetting decrease to a different expenditure line item.

Now, therefore, be it resolved, that the City Council of the City of Fridley hereby approves and authorizes the following amendments to the 2023 Budget, as shown on the attachment.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Budget Adjustment Register

Adjustment Detail

Item 13.

Packet: GLPKT26117 - 12/08/2023 KJ 2023 Budget Amendment

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000079	2023 Final Budget	2023 Budget Amendment	12/8/2023

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
101-1270-445100	Comm & Engage / TC Gateway ...	2023 Budget Amendment	-11,000.00	-4,000.00	-15,000.00
December: -4,000.00					
101-1270-633110	Comm & Engage / Printing & Bi...	2023 Budget Amendment	24,500.00	4,000.00	28,500.00
December: 4,000.00					
101-2110-443220	Police / Insurance Premium Tax...	2023 Budget Amendment	-395,000.00	-82,000.00	-477,000.00
December: -82,000.00					
101-2110-453100	Police / School Resource Officer..	2023 Budget Amendment	-256,000.00	-8,000.00	-264,000.00
December: -8,000.00					
101-2110-453110	Police / Police Security	2023 Budget Amendment	-210,000.00	-20,000.00	-230,000.00
December: -20,000.00					
101-2110-461100	Police / Parking Tickets	2023 Budget Amendment	0.00	-4,000.00	-4,000.00
December: -4,000.00					
101-2110-473100	Police / General Contributions ...	2023 Budget Amendment	-7,000.00	-18,000.00	-25,000.00
December: -18,000.00					
101-2110-474200	Police / Reimbs from other Gov...	2023 Budget Amendment	-10,100.00	-3,000.00	-13,100.00
December: -3,000.00					
101-2110-611105	Police / PT Permanent-Regular	2023 Budget Amendment	117,400.00	40,000.00	157,400.00
December: 40,000.00					
101-2112-443400	Pol-Auto Theft / State Grants	2023 Budget Amendment	-184,600.00	-5,000.00	-189,600.00
December: -5,000.00					
101-2112-621150	Pol-Auto Theft / Tools & Minor ...	2023 Budget Amendment	0.00	76,000.00	76,000.00
December: 76,000.00					
101-2190-443210	Fire / Insurance Premium Tax - ...	2023 Budget Amendment	-203,400.00	-25,000.00	-228,400.00
December: -25,000.00					
101-2190-443400	Fire / State Grants	2023 Budget Amendment	-15,000.00	-24,000.00	-39,000.00
December: -24,000.00					
101-2190-453120	Fire / False Alarms	2023 Budget Amendment	0.00	-6,000.00	-6,000.00
December: -6,000.00					
101-2190-611100	Fire / FT Employee-Regular	2023 Budget Amendment	582,200.00	-25,000.00	557,200.00
December: -25,000.00					
101-2190-611110	Fire / Temp Employee-Regular	2023 Budget Amendment	400,000.00	65,000.00	465,000.00
December: 65,000.00					
101-2190-632120	Fire / Conferences & School	2023 Budget Amendment	30,000.00	14,000.00	44,000.00
December: 14,000.00					
101-2190-638180	Fire / Pmts to Other Agencies	2023 Budget Amendment	203,400.00	25,000.00	228,400.00
December: 25,000.00					
101-3150-443400	Forestry / State Grants	2023 Budget Amendment	0.00	-5,500.00	-5,500.00
December: -5,500.00					
101-3150-621140	Forestry / Supplies for Repair &...	2023 Budget Amendment	5,000.00	5,500.00	10,500.00
December: 5,500.00					
101-3160-455110	Parks / Public Works Maintena...	2023 Budget Amendment	-1,900.00	-4,000.00	-5,900.00
December: -4,000.00					
101-3160-621160	Parks / Work Order Transfer - P...	2023 Budget Amendment	11,000.00	4,000.00	15,000.00

Budget Adjustment Register

Packet: GLPKT26117 - 12/08/2023 KJ 2023 Budget Amendment

December:	4,000.00					
101-3180-455110		Streets / Public Works Mainten...	2023 Budget Amendment	0.00	-7,300.00	-7,300.00
December:	-7,300.00					
101-3180-611200		Streets / FT Employee - Overti...	2023 Budget Amendment	20,600.00	7,300.00	27,900.00
December:	7,300.00					
101-4106-459100		Rec ROCKS / Program Revenue	2023 Budget Amendment	-75,000.00	-6,000.00	-81,000.00
December:	-6,000.00					
101-4106-611110		Rec ROCKS / Temp Employee-R...	2023 Budget Amendment	55,000.00	6,000.00	61,000.00
December:	6,000.00					
101-5110-435100		Bldg Inspection / Building Perm...	2023 Budget Amendment	-388,900.00	25,000.00	-363,900.00
December:	25,000.00					
101-5110-435200		Bldg Inspection / Electrical Per...	2023 Budget Amendment	-61,100.00	-25,000.00	-86,100.00
December:	-25,000.00					
101-5110-453210		Bldg Inspection / Fire Impact Su...	2023 Budget Amendment	-64,900.00	19,000.00	-45,900.00
December:	19,000.00					
101-5140-457300		Rental Inspection / Rental Re-In...	2023 Budget Amendment	-13,600.00	-19,000.00	-32,600.00
December:	-19,000.00					
237-5180-451510		Recycling / Recycling Penalties	2023 Budget Amendment	-6,300.00	-5,000.00	-11,300.00
December:	-5,000.00					
237-5180-621130		Recycling / Operating Supplies	2023 Budget Amendment	12,000.00	5,000.00	17,000.00
December:	5,000.00					
609-6910-703100		Liq Store 1 / Machinery & Equi...	2023 Budget Amendment	0.00	110,000.00	110,000.00
December:	110,000.00					
609-6920-701100		Liq Store 2 / Building & Bldg Im...	2023 Budget Amendment	110,000.00	-110,000.00	0.00
December:	-110,000.00					

Budget Adjustment Register

Packet: GLPKT26117 - 12/08/2023 KJ 2023 Budget Amendment

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2023 Final	2023 Final Budget	101-1270-445100	Comm & Engage / TC Gateway Gr...	-11,000.00	-4,000.00	-15,000.00
		101-1270-633110	Comm & Engage / Printing & Bindi...	24,500.00	4,000.00	28,500.00
		101-2110-443220	Police / Insurance Premium Tax - P...	-395,000.00	-82,000.00	-477,000.00
		101-2110-453100	Police / School Resource Officer R...	-256,000.00	-8,000.00	-264,000.00
		101-2110-453110	Police / Police Security	-210,000.00	-20,000.00	-230,000.00
		101-2110-461100	Police / Parking Tickets	0.00	-4,000.00	-4,000.00
		101-2110-473100	Police / General Contributions & D...	-7,000.00	-18,000.00	-25,000.00
		101-2110-474200	Police / Reimbs from other Govts	-10,100.00	-3,000.00	-13,100.00
		101-2110-611105	Police / PT Permanent-Regular	117,400.00	40,000.00	157,400.00
		101-2112-443400	Pol-Auto Theft / State Grants	-184,600.00	-5,000.00	-189,600.00
		101-2112-621150	Pol-Auto Theft / Tools & Minor Equ...	0.00	76,000.00	76,000.00
		101-2190-443210	Fire / Insurance Premium Tax - Fire...	-203,400.00	-25,000.00	-228,400.00
		101-2190-443400	Fire / State Grants	-15,000.00	-24,000.00	-39,000.00
		101-2190-453120	Fire / False Alarms	0.00	-6,000.00	-6,000.00
		101-2190-611100	Fire / FT Employee-Regular	582,200.00	-25,000.00	557,200.00
		101-2190-611110	Fire / Temp Employee-Regular	400,000.00	65,000.00	465,000.00
		101-2190-632120	Fire / Conferences & School	30,000.00	14,000.00	44,000.00
		101-2190-638180	Fire / Pmts to Other Agencies	203,400.00	25,000.00	228,400.00
		101-3150-443400	Forestry / State Grants	0.00	-5,500.00	-5,500.00
		101-3150-621140	Forestry / Supplies for Repair & Ma...	5,000.00	5,500.00	10,500.00
		101-3160-455110	Parks / Public Works Maintenance	-1,900.00	-4,000.00	-5,900.00
		101-3160-621160	Parks / Work Order Transfer - Parts	11,000.00	4,000.00	15,000.00
		101-3180-455110	Streets / Public Works Maintenance	0.00	-7,300.00	-7,300.00
		101-3180-611200	Streets / FT Employee - Overtime	20,600.00	7,300.00	27,900.00
		101-4106-459100	Rec ROCKS / Program Revenue	-75,000.00	-6,000.00	-81,000.00
		101-4106-611110	Rec ROCKS / Temp Employee-Regu...	55,000.00	6,000.00	61,000.00
		101-5110-435100	Bldg Inspection / Building Permits	-388,900.00	25,000.00	-363,900.00
		101-5110-435200	Bldg Inspection / Electrical Permits	-61,100.00	-25,000.00	-86,100.00
		101-5110-453210	Bldg Inspection / Fire Impact Surc...	-64,900.00	19,000.00	-45,900.00
		101-5140-457300	Rental Inspection / Rental Re-Insp...	-13,600.00	-19,000.00	-32,600.00
		237-5180-451510	Recycling / Recycling Penalties	-6,300.00	-5,000.00	-11,300.00
		237-5180-621130	Recycling / Operating Supplies	12,000.00	5,000.00	17,000.00
		609-6910-703100	Liq Store 1 / Machinery & Equipm...	0.00	110,000.00	110,000.00
		609-6920-701100	Liq Store 2 / Building & Bldg Impro...	110,000.00	-110,000.00	0.00
2023 Final Total:				-332,700.00	0.00	-332,700.00
Grand Total:				-332,700.00	0.00	-332,700.00

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2023 Final - 2023 Final Budget Fiscal: 2023			
101	-448,400.00	0.00	-448,400.00
237	5,700.00	0.00	5,700.00
609	110,000.00	0.00	110,000.00
Budget Code 2023 Final Total:	-332,700.00	0.00	-332,700.00
Grand Total:	-332,700.00	0.00	-332,700.00



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-158, Approving Change Order No. 1 for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Background

Attached is Change Order No. 1 for the for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21. This project includes street rehabilitation on 53rd Avenue from Main Street to Trunk Highway 65 (Central Avenue), installation of a new bituminous trail on the south side of 53rd Avenue from Main Street to Central Avenue, and installation of a concrete sidewalk on the north side of 53rd Avenue from Trunk Highway 47 (University Avenue) to Monroe Street. This project is part of the City of Fridley's (City) regular street maintenance program and is a shared roadway between the City and City of Columbia Heights (Columbia Heights) for the segment of 53rd Avenue between Trunk Highway 47 (University Avenue) to Trunk Highway 65 (Central Avenue).

This project was submitted for eligible Minnesota Department of Transportation (MnDOT) Local Road Improvement Program (LRIP) funding for the trail, sidewalk, and resurfacing improvements in 2021 and received \$1,250,000 in State funding. Columbia Heights will be providing funding for a portion of the project through a Joint Powers Agreement. The work is being performed under a contract with Park Construction Company of Spring Lake Park, MN.

The amount of this change order is \$218,556.20. Total work included in Change Order No. 1 would increase the original contract by 12.3%. A summary of the changes is attached.

Additional work was required due to the following:

Type SP 9.5 Wear Course Mix Pavement (CO1.01)

Final quantity for wear course mix pavement exceeded the base contract quantity, with an overrun of 7%. This value does not vary substantially from a typical +/- 15% tolerance for bituminous paving operations along rehabilitated streets. This tolerance in paving tonnage can primarily be attributed to variations in the existing curb profiles that prevent a consistent depth of mat installation.

CO1.01 accounted for \$11,023.10 of the change order. Columbia Heights will fund \$3,674.37 and the City will fund \$7,348.73 with Minnesota State Aid Street Funds and Street CIP Fund.

Vision Statement

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

Type SP 12.5 Non-Wear Course Mix Pavement (CO1.02)

Final quantity for non-wear course mix pavement exceeded the base contract quantity, with an overrun of 13%. This value does not vary substantially from a typical +/- 15% tolerance for bituminous paving operations along rehabilitated streets. This tolerance in paving tonnage can primarily be attributed to variations in the existing curb profiles that prevent a consistent depth of mat installation. Additional section of 53rd Avenue had to be recorrected due to unforeseen soil distress conditions.

CO1.02 accounted for \$23,122.20 of the change order. Columbia Heights will fund \$8,486.80 and the City will fund \$14,635.40 with Minnesota State Aid Street Funds and Street CIP Fund.

Modular Block Retaining Wall (CO1.03)

As the Contractor was nearing final elevation of the wall, it became apparent that the boulevard slope would require adjustment to match the designed elevation of the wall. Staff determined the best course of action was to direct the Contractor to increase the height by adding another row of block to areas where steep slopes could be mitigated. Property owners benefitted with a flatter slope adjacent to the retaining wall. Staff communicated with adjacent property owners and made available for questions or concerns they had.

CO1.03 accounted for \$75,297.60 of the change order. Columbia Heights will fund \$35,267.40 and the City will fund \$40,030.20 with Minnesota State Aid Street Funds and Street CIP Fund.



Concrete Curb & Gutter Design B618 (CO1.04)

Spot removal and replacement of existing concrete curb and gutter is included with the City's street rehabilitation projects as a means to address severely damaged curb and gutter and surface drainage issues that can accelerate roadway deterioration. During construction, staff identified a need for additional spot replacement of concrete curb and gutter to address severely damaged sections along 53rd Avenue. As directed by staff, the Contractor completed the additional spot curb and gutter replacement with the project.

CO1.04 accounted for \$14,152.20 of the change order. Columbia Heights will fund \$6,550.80 the City will fund \$7,601.40 with Minnesota State Aid Street Funds and Street CIP Fund.

Six Inch Concrete Driveway Pavement (CO1.05)

After the project was awarded and prior to construction, Columbia Heights requested a design change to extend the concrete driveway through the trail to the driveway curb cut rather than a continuous bituminous trail for all Columbia Heights private driveways and alleys along the south side of 53rd Avenue. In addition to the Columbia Heights requested design change, additional six inch concrete

Vision Statement

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

driveway quantities were required to tie the new concrete driveway from the trail/sidewalk to the existing driveway, to keep the slope of the driveway from being too steep.

CO1.05 accounted for \$61,392.10 of the change order. Columbia Heights will fund \$50,729.70 the City will fund \$10,662.40 with Minnesota State Aid Street Funds and Street CIP Fund.

Remove & Dispose Eight Inch Steel Gas Main (CO1.06)

While excavating for the watermain on the Columbia Heights side for the project, the Contractor found an abandon eight inch steel gas main that needed to be disposed of to install the watermain. The eight inch steel gas main was found on top of where the new watermain will go.

CO1.06 accounted for \$3,400 of the change order and will be funded by the Columbia Heights.

Watermain Crew Lost Time (CO1.07)

The watermain installing contractor lost time in the process of replacing the 12 inch gate valve. Staff were unable to turn off surrounding gate valves due to the age of the gate valves and this accumulated to four hours of lost time.

CO1.07 accounted for \$2,311 of the change order and will be funded with Water Utility Fund.

Twelve Inch HDPE Pipe and 45 Degree Coupler Install (CO1.08)

Staff determined there was an unexpected pipe discharging into an old catch basin structure that needed to be replaced from the nearby apartment complex at 53rd Avenue and 4th Street Staff directed the contractor to extend and connect the pipe to the new catch basin.

CO1.08 accounted for \$1,459.08 of the change order and will be funded with Storm Water Utility Fund.

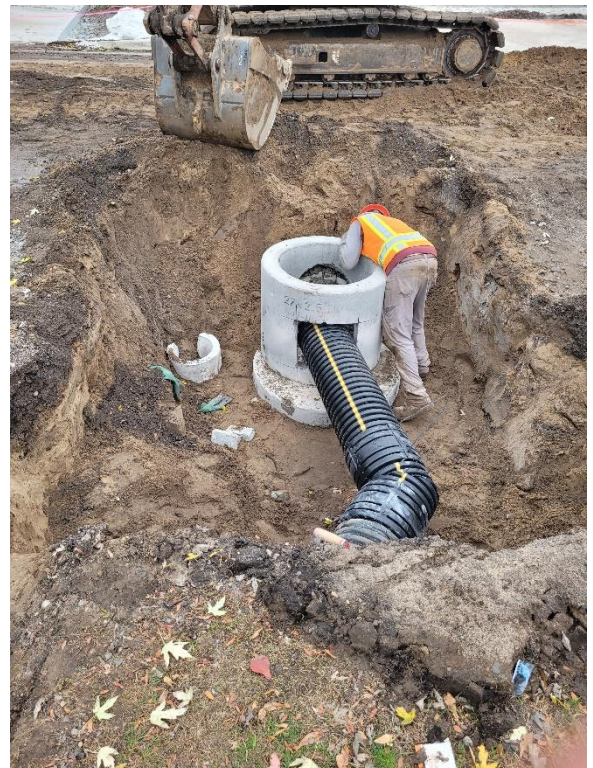
Adjust Top Section of Storm Structure (CO1.09)

There was a design change for the bituminous trail on the south side of 53rd Avenue. This resulted in catch basin structure needing adjustment. Staff directed the Contractor to adjust the top section of the structure so that local drainage can flow to this structure.

CO1.09 accounted for \$2,242.37 of the change order and will be funded by Columbia Heights.

Fix Damaged Loop Detector Handhole (CO1.10)

The project plans required the contractor to adjust handholes to final elevations that were located within the trail/sidewalk. Upon adjusting, the Contractor determined the handholes for the traffic signal loop detectors were damaged and required repairs to keep the system safe and in good standing condition.



Vision Statement

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

CO1.10 accounted for \$4,895 of the change order and will be funded by Columbia Heights.

Restoration (CO1.11)

Additional restoration items included fertilizer type three, seeding, seed mix 25-151, and hydraulic bonded fiber matrix. Additional disturb areas occurred due to grading limits were extended to minimize steep slopes from the new trail/sidewalk and retaining walls to the existing property elevations.

CO1.11 accounted for \$19,261.55 of the change order. Columbia Heights will fund \$8,089.85 the City will fund \$11,171.70 with Minnesota State Aid Street Funds, Street CIP Fund, and Utility Funds.

A majority of the project was constructed in 2023, but because of weather the project is wrapped up for 2023 and will resume in the spring of 2024 to finish the remaining items of the project. Some of the remaining work to be completed includes paving the trail section near the 53rd Avenue roundabout, concrete pedestrian ramps on the south side of 53rd Avenue, additional concrete walk, pavement markings, saw and seal the street and restoration.



Vision Statement

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

Tabulation Summary

ITEM NO.	DESCRIPTION	Fridley	Columbia Heights	TOTAL COST
		COST	COST	
CO1.01	Type SP 9.5 Wear Course Mix Pavement	\$ 7,348.73	\$ 3,674.37	\$ 11,023.10
CO1.02	Type SP 12.5 Non Wear Course Mix Pavement	\$ 14,635.40	\$ 8,486.80	\$ 23,122.20
CO1.03	Modular Block Retaining Wall	\$ 40,030.20	\$ 35,267.40	\$ 75,297.60
CO1.04	Concrete Curb & Gutter Design B618	\$ 7,601.40	\$ 6,550.80	\$ 14,152.20
CO1.05	Six inch Concrete Driveway Pavement	\$ 10,662.40	\$ 50,729.70	\$ 61,392.10
CO1.06	Remove & Dispose eight inch Steel Gasmain	\$ -	\$ 3,400.00	\$ 3,400.00
CO1.07	Watermain Crew Lost Time	\$ 2,311.00	\$ -	\$ 2,311.00
CO1.08	12" HDPE Pipe and 45 Degree Coupler Install	\$ 1,459.08	\$ -	\$ 1,459.08
CO1.09	Adjust Top Section of Storm Structure		\$ 2,242.37	\$ 2,242.37
CO1.10	Fix Damaged Loop Detector Handhole	\$ -	\$ 4,895.00	\$ 4,895.00
CO1.11	Restoration	\$ 11,171.70	\$ 8,089.85	\$ 19,261.55
		\$ 95,219.91	\$ 123,336.29	\$ 218,556.20
		CHANGE ORDER NO. 1 TOTAL =		\$ 218,556.20

Financial Impact

Funding for this project is derived from several sources including the Local Road Improvement Program Grant of \$1,250,000, Columbia Heights through a cost-share project Joint Powers Agreement, Municipal State Aid Street funding, special assessments, and Utility CIP funds (water, sanitary sewer, and storm sewer). The amount of this change order exceeds the normal project allowance of 5% but is within budget for the project.

Recommendation

Staff recommends the approval of Resolution No. 2023-158, Approving Change Order No. 1 for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-158
- Change Order No. 1 for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Vision Statement

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

Resolution No. 2023-158

**Approving Change Order No. 1 for 53rd Avenue Trail and Walk Improvements
Project No. ST2023-21**

Whereas, the 53rd Avenue Trail and Improvements Project (Project) included street rehabilitation on 53rd Avenue from Main Street to Trunk Highway 65 (Central Avenue), installation of a new bituminous trail on the south side of 53rd Avenue from Main Street (CSAH 102) to Central Avenue (Trunk Highway 65), and installation of a concrete sidewalk on the north side of 53rd Avenue from Trunk Highway 47 (University Avenue) to Monroe Street as part of the City of Fridley's (City) regular street maintenance program under a contract with Park Construction Company of Spring Lake Park, MN (Contractor); and

Whereas, the Project was funded by MnDOT's Local Road Improvement Program (LRIP) grant, the City of Columbia Heights through a cost-share project Joint Powers Agreement, the City's Minnesota State Aid Street funding, utility enterprise funds and special assessments; and

Whereas, staff directed the Contractor for the changes to the Project quantities and items that are incorporated into this change order; and

Whereas, additional work was desired by the City that modified the original contract from \$1,776,297.26 to \$1,994,853.46 (a 12.3% increase).

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Approval of Change Order No. 1 for the 53rd Avenue Trail and Improvements Project ST2023-21 in the amount of \$218,556.20.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Public Works Department

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

11-Dec-23

Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

SUBJECT : Change Order No. 1 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

You are hereby ordered, authorized, and instructed to modify your contract for the above referenced project by including the following items:

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
CO1.01	Type SP 9.5 Wear Course Mix Pavement	TON	121.00	\$ 91.10	\$ 11,023.10
CO1.02	Type SP 12.5 Non Wear Course Mix Pavement	TON	267.00	\$ 86.60	\$ 23,122.20
CO1.03	Modular Block Retaining Wall	SQ FT	1,992	\$ 37.80	\$ 75,297.60
CO1.04	Concrete Curb & Gutter Design B618	LIN FT	458.00	\$ 30.90	\$ 14,152.20
CO1.05	6" Concrete Driveway Pavement	SQ YD	737.00	\$ 83.30	\$ 61,392.10
CO1.06	Remove & Dispose 8" Steel Gasmain	LIN FT	340	\$ 10.00	\$ 3,400.00
CO1.07	Watermain Crew Lost Time	HOUR	4.00	\$ 577.75	\$ 2,311.00
CO1.08	12" HDPE Pipe and 45 Degree Coupler Install	LS	1.00	\$ 1,459.08	\$ 1,459.08
CO1.09	Adjust Top Section of Storm Structure	EACH	1.00	\$ 2,242.37	\$ 2,242.37
CO1.10	Fix Damaged Loop Detector Handhole	LUMP SUM	1.00	\$ 4,895.00	\$ 4,895.00
CO1.11	Restoration	LUMP SUM	1.00	\$ 19,261.55	\$ 19,261.55
CHANGE ORDER NO. 1 TOTAL =					\$ 218,556.20

Original Contract Amount:	\$1,776,297.26	
Prior Change Orders Approved:	\$ -	
This Change Order:	\$ 218,556.20	0.0% of Original Contract Amount
Proposed Contract Amount:	\$1,994,853.46	12.3% of Original Contract Amount

Submitted and approved by James Kosluchar, Director of Public Works, on the 18th Day of December 2023

James P. Kosluchar, Director of Public Works

Approved and accepted this _____ th day of _____, 2023 by Park Construction Company

Park Construction Company Representative

Approved and accepted this _____ th day of _____, 2023 by the City of Fridley

Scott Lund, Mayor

Walter T. Wysopal, City Manager



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-159, Approving a Joint Powers Agreement with Anoka County for the Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance

Background

The City of Fridley (City) has been cooperatively working with the Anoka County Highway Department to make safety improvements at the intersection of 85th Avenue (County Road 132) and Evergreen Blvd/Springbrook Nature Center. The improvements include construction of a roundabout, roadway lighting, concrete curb and gutter and storm sewer. Anoka County has jurisdiction over 85th Avenue (County Road 132), the City of Coon Rapids (Coon Rapids) has jurisdiction over Evergreen Blvd, and the City has jurisdiction over Springbrook Nature Center driveway. Coordination efforts have been taking place with Anoka County and Coon Rapids.

The City, Coon Rapids and Anoka County hosted an open house on November 9, 2022, for the project to receive feedback and input from area residents. Input from the open house was incorporated into Anoka County's design as it has progressed. Staff coordinated with Anoka County about the need to maintain access to Springbrook Nature Center open throughout the entire construction process.

Attached is a Joint Powers Agreement between Anoka County and the City. The Joint Powers Agreement is based on Anoka County's cost-share policy, which designates jurisdictional responsibilities for project elements. The estimated construction cost of the total project is \$2,689,537.40. The cost to the City for their share of the construction, roundabout lighting and engineering for the project is \$56,833.27.

Financial Impact

The cost share of \$56,833.27 is budgeted in the Capital Investment Plan and funded by the Street CIP.

Recommendation

Resolution No. 2023-159, Approving a Joint Powers Agreement with Anoka County for the Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2023-159
- Joint Powers Agreement with Anoka County Contract No. C0009889

Vision Statement

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

Resolution No. 2023-159

Approving a Joint Powers Agreement with Anoka County for the Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance

Whereas, Anoka County and the City of Fridley (City) share a common goal to improve safety of roadways in the City; and

Whereas, Minnesota Statute § 471.59 provides for the joint exercise of common or similar powers by government units and also provides that any one governmental unit may perform on behalf of another government unit any service or function which that unit would be authorized to perform for itself; and

Whereas, Anoka County recognized the need for safety improvements at the intersection of County Road 132 (85th Avenue NE) at Evergreen Blvd/Springbrook Nature Center entrance; and

Whereas, the proposed project at the intersection of County Road 132 (85th Avenue NE) at Evergreen Blvd/Springbrook Nature Center will reconfigure the intersection to include a roundabout and pedestrian safety elements (Project); and

Whereas, the conceptual improvements that are to be included in the Project have been developed with input from the City; and

Whereas, in accordance with the Anoka County cost share policy, the City is responsible for a share of the construction, roundabout lighting and engineering costs of the Project as stipulated in the agreement.

Now, therefore it be resolved, that the City Council of the City of Fridley hereby approves the attached Joint Powers Agreement with Anoka County for the Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**JOINT POWERS AGREEMENT
FOR IMPROVEMENTS AT THE INTERSECTION OF
COUNTY ROAD 132 AND EVERGREEN BLVD
IN THE CITY OF FRIDLEY, MN
(C.P. 20-23-132)
(S.A.P. 127-080-001)**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Fridley, 7071 University Ave, NE, Fridley, MN 55432, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to reconstruct County Road (CR) 132 (85th Avenue NW) at Evergreen Boulevard and,

WHEREAS, said parties mutually agree that CR 132 at Evergreen Boulevard is in need of reconstruction; and,

WHEREAS, the County has prepared preliminary design plans for the reconstruction of CR 132 at Evergreen Boulevard in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CR 132, City of Coon Rapids has jurisdiction over Evergreen Blvd., and the City of Fridley has jurisdiction over Springbrook Nature Center driveway and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, Minn. Stat. § 471.59 authorizes government entities and political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the roadway, drainage, trail, as well as other utilities on CR 132 and Evergreen Blvd, including the Springbrook Nature Center driveway; as described in the preliminary design plans (hereinafter collectively the "Project"). The County Project numbers for the reconstruction are stated in the caption above. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that the Project is in the best interest of the traveling public and that the Preliminary Layout as shown in Exhibit "A" defines the preliminary design of the Project. All exhibits referenced or attached to this JPA are incorporated and made part of this Agreement.

It is agreed that the Exhibit "A" Preliminary Layout dated May 2023 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design as presented in the Exhibit "A" Preliminary Layout will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

II. METHOD

The County shall cause the construction of the Project.

IMPROVEMENTS:

It is agreed by the parties that in 2024, the intersection of CR 132 and Evergreen Blvd will be reconstructed as a roundabout to the extent shown in "Exhibit A". Improvements include, but are not limited to: roundabout construction, roadway lighting, concrete curb and gutter, and storm sewer.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Preliminary Layout design:

CR 132 / Evergreen Blvd : Roundabout

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street intersections beyond what is defined in the Exhibit "A" Preliminary Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to acceptance of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system. The City portion of the cost is based on contributing flow through the storm sewer system determined by the product of contributing area and runoff coefficient.

SIDEWALK:

The parties agree that the construction of the sidewalk on the south side of CR 132 is responsibility of City and the County will be responsible for the local match where a sidewalk currently exists. This sidewalk location has been agreed to by the City. If this location changes in the future, the additional costs associated with this change will be the responsibility of the City.

The parties understand that the cost for the sidewalk includes: concrete surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties agree that the County also pays for the design of the sidewalk, the additional right of way

and easements required to construct the sidewalk at the proper location, and any removal items required to construct the sidewalk.

TRAFFIC CONTROL:

The parties understand and agree that portions of CR 132/Evergreen Blvd will be closed to thru traffic during construction, but access for local traffic will be maintained during construction. The parties agree and understand the cost share for traffic control for the City shall be a prorated share based on the City Project cost divided by the total Project cost.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind at 100% Project cost with the cost of any upgrades requested by the City, including concrete aprons, to be the sole responsibility of the City.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project for the roundabout center island, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City shall supply the signed plans, specifications, and estimated quantities to the County for review and approval. All construction documents must be submitted to the County by July 1, 2024. The total cost of the design as well as the cost for materials and all related construction expenses for said changes will be at the expense of the City. The City shall coordinate with the County regarding scheduling of the construction sequencing for said changes. The City is responsible for the labor to construct these changes. Future maintenance of any landscaping/streetscaping will be the sole responsibility of the City.

LIGHTING:

The parties agree that the roundabout intersection lighting costs will be shared per the standard County cost share for traffic signals, with the City paying for 17% of the roundabout lighting. If the City would like additional lighting on the Project, this would be 100% City cost. Lighting will be installed in accordance with the City lighting ordinance and will contain LED fixtures wherever possible and provided such lighting is within the budget for the Project.

Following the reconstruction, the ongoing roadway lighting maintenance at the CR 132/Evergreen Blvd will be consistent with Anoka County warranted traffic signal maintenance practices, with the City being 100% responsible for all luminaire maintenance, and 100% responsible for the ongoing supply of electrical power for the lighting system.

UTILITIES:

The parties agree that the Exhibit "A" Preliminary Layout does not include specific proposed utility locations, as those will be determined during later stages of the design process. The City will be responsible for the design of any sanitary sewer and water main improvements and/or relocations due to road reconstruction, which will be incorporated into the Project bid documents. The cost of the design of these features shall be the responsibility of the City.

The City's design of any sanitary sewer and water main utilities are to include signed plans, specifications, and estimated quantities (using MnDOT Item Numbers) and cost.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Coon Creek Watershed District, City permits, as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the "actual construction costs" and shall be so referred to herein. "Estimated construction costs" are good faith projections of the costs, which will be incurred for this Project. Actual costs will vary and those will be the costs for which the relevant parties will be responsible.

The estimated construction cost of the total Project is \$2,689,537.40.

The total estimated construction cost to the City is \$46,339.38

The total estimated cost to the City for roundabout lighting is \$6,786.74

The City participation in construction engineering will be at a rate of eight percent (8%) of their designated construction share of \$46,339.38. The estimated cost to the City for construction engineering is \$3,707.15. In summary, the total City share of this Project is \$50,046.53 (includes construction and construction engineering costs). The total cost to the City is *** \$56,833.27 (see summary below).**

***(\$46,339.38 + \$3,707.15 + \$6,786.74 = \$56,833.27)**

Upon award of the contract, the City shall pay to the County, upon written demand by the County, ninety five percent (95%) of its portion of the cost of the Project estimated at \$53,991.61. Prior to billing, this estimate will be updated by the County to reflect the actual bid prices as awarded. An updated cost estimate shall be provided to the City at the time of billing. The City's share of the cost of the Project shall include only construction and construction engineering expense and does not include engineering design and administrative expenses incurred by the County.

After final completion of the Project, the City's share of the construction cost will be based upon actual construction costs. If necessary, adjustments to the initial ninety five percent (95%) charged will be made in the form of credit or additional charges to the City's share. Also, the remaining five percent (5%) of the City's portion of the construction costs shall be paid.

The County agrees to submit to the City for review final quantities and cost within one year of Project substantial completion.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution by all parties, and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to City payment to the County, Anoka County shall provide the City with a copy of all cost participation documents submitted to MnDOT State Aid to assist the City in their application for MSA funding.

IX. MAINTENANCE

- A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), and detention basins (including ponds and their outlet structures and grit chambers/collectors) shall be the sole obligation of the City.
- B. Maintenance of the sidewalk on the south side of CR 132 shall be the responsibility of the City. The City shall be responsible for general routine maintenance, such as sweeping, clearing, plowing, trash removal and other incidental items. The City shall be responsible for long-term maintenance, such as crack sealing and replacement.
- C. Maintenance of crosswalk pavement markings shall be the responsibility of the City and the County. The County will be responsible for the maintenance of the crosswalk pavement marking for the crossings at the Roundabout. The City will be responsible for all crosswalk pavement markings for any trail/sidewalk crossings at all City streets.
- D. The City shall be responsible for the maintenance and up-keep of the center island located within the roundabout.

X. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of Fridley, 7071 University Ave, NE, Fridley, MN 55432, on behalf of the City.

XI. INDEMNIFICATION

The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA**CITY OF FRIDLEY**

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Scott Lund
Mayor

Dated: _____

By: _____
Wally Wysopal
City Manager

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Joseph J. MacPherson, P.E.
Transportation Division Manager

By: _____
Jim Kosluchar
Public Works Director/City Engineer

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Christine V. Carney
Assistant County Attorney

By: _____
David Brodie
City Attorney

Dated: _____

EXHIBIT "A"

Preliminary Layout

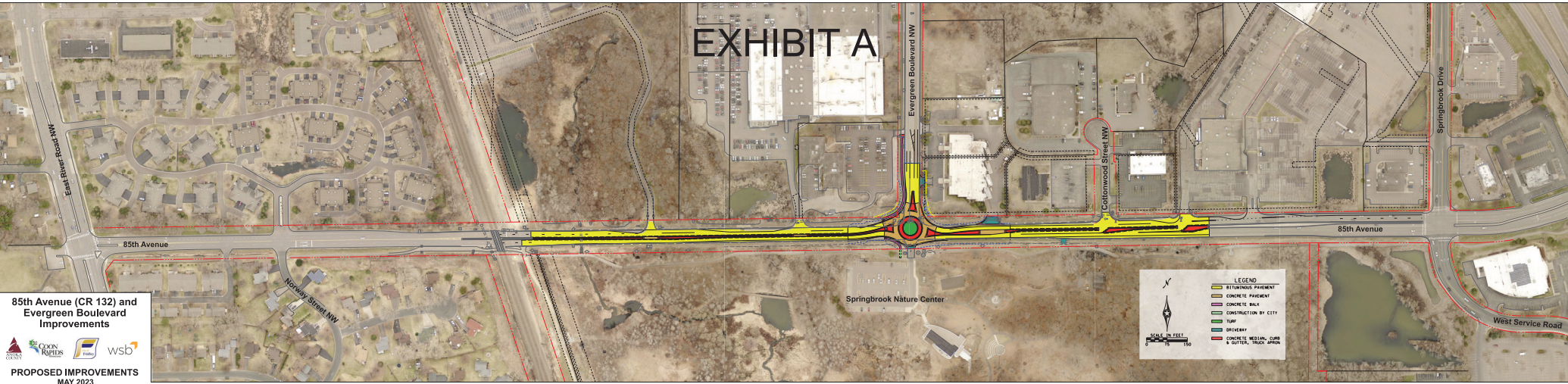


EXHIBIT "B"

Cost Distribution Spreadsheet

EXHIBIT B

OPINION OF PROBABLE COST

WSB Project: CR 132 (85th Ave) at Evergreen Blvd Intersection Improvements
 Project Location: Anoka County, Minnesota
 WSB Project No.: 021204-000
 Date: 12/13/2023

STATEMENT OF ESTIMATED QUANTITIES

ITEM NUMBER	DESCRIPTION	NOTES	UNIT	UNIT PRICE	PROJECT TOTAL		ANOKA COUNTY ROADWAY CP 20-23-132		CITY OF COON RAPIDS ROADWAY CP 21-28		CITY OF FRIDLEY ROADWAY SAP 127-080-001		STORM SEWER 33.75% COUNTY 55.36% COON RAPIDS 10.89% FRIDLEY		CITY OF COON RAPIDS WATER MAIN	
					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2021.501	MOBILIZATION		LUMP SUM	\$150,000.00	1	\$150,000.00	0.44	\$66,000.00	0.02	\$3,000.00	0.01	\$1,500.00	0.10	\$15,000.00	0.43	\$64,500.00
2101.505	CLEARING	(1)	ACRE	\$4,000.00	0.2	\$800.00	0.2	\$800.00								
2101.505	GRUBBING	(1)	ACRE	\$6,000.00	0.2	\$1,200.00	0.2	\$1,200.00								
2102.503	PAVEMENT MARKING REMOVAL		LIN FT	\$1.00	14200	\$14,200.00	14200	\$14,200.00								
2104.502	REMOVE PIPE APRON		EACH	\$200.00	7	\$1,400.00	7	\$1,400.00								
2104.502	REMOVE MISCELLANEOUS STRUCTURES		EACH	\$2,000.00	1	\$2,000.00									1	\$2,000.00
2104.502	REMOVE GATE VALVE & BOX		EACH	\$510.00	6	\$3,060.00									6	\$3,060.00
2104.502	REMOVE HYDRANT		EACH	\$1,100.00	5	\$5,500.00									5	\$5,500.00
2104.502	REMOVE DRAINAGE STRUCTURE		EACH	\$300.00	3	\$900.00	3	\$900.00								
2104.502	REMOVE DELINEATOR / MARKER		EACH	\$27.00	1	\$27.00	1	\$27.00								
2104.502	REMOVE SIGN		EACH	\$35.00	23	\$805.00	23	\$805.00								
2104.502	SALVAGE SIGN		EACH	\$75.00	5	\$375.00	5	\$375.00								
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	\$4.00	24	\$96.00	24	\$96.00								
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	\$3.00	4082	\$12,246.00	4082	\$12,246.00								
2104.503	REMOVE PIPE CULVERTS		LIN FT	\$15.00	184	\$2,760.00	184	\$2,760.00								
2104.503	REMOVE WATER MAIN		LIN FT	\$18.00	729	\$13,122.00									729	\$13,122.00
2104.503	REMOVE SEWER PIPE (STORM)		LIN FT	\$20.00	409	\$8,180.00	409	\$8,180.00								
2104.503	REMOVE CURB & GUTTER		LIN FT	\$5.00	611	\$3,055.00	611	\$3,055.00								
2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	\$4.00	143	\$572.00	143	\$572.00								
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	\$2.50	7461	\$18,652.50	7461	\$18,652.50								
2104.518	REMOVE CONCRETE MEDIAN		SQ FT	\$2.00	188	\$376.00	188	\$376.00								
2104.603	ABANDON WATER MAIN	(11)	LIN FT	\$10.00	2285	\$22,850.00									2285	\$22,850.00
2105.601	DEWATERING		LUMP SUM	\$30,000.00	1	\$30,000.00									1	\$30,000.00
2106.507	EXCAVATION - COMMON	(P)	CU YD	\$12.00	3202	\$38,424.00	3202	\$38,424.00								
2106.507	EXCAVATION - SUBGRADE	(P)	CU YD	\$12.00	2919	\$35,028.00	2919	\$35,028.00								
2106.507	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	\$20.00	3029	\$60,580.00	3029	\$60,580.00								
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	\$8.00	933	\$7,464.00	933	\$7,464.00								
2118.507	AGGREGATE SURFACING (CV) CLASS 2		CU YD	\$65.00	148	\$9,620.00	148	\$9,620.00								
2123.510	COMMON LABORERS	(12)	HR	\$80.00	20	\$1,600.00	20	\$1,600.00								
2123.510	DOZER	(12)	HR	\$160.00	80	\$12,800.00	80	\$12,800.00								
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	(2)	HR	\$140.00	40	\$5,600.00	40	\$5,600.00								
2123.610	1.5 CU YD BACKHOE	(3)	HR	\$200.00	40	\$8,000.00	40	\$8,000.00								
2130.523	WATER	(4)	M GALLON	\$40.00	100	\$4,000.00	100	\$4,000.00								

EXHIBIT B

OPINION OF PROBABLE COST

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 Date: 12/13/2023

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					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2211.507	AGGREGATE BASE (CV) CLASS 5		CU YD	\$30.00	1786	\$53,580.00	1750	\$52,500.00	36	\$1,080.00						
2211.507	AGGREGATE BASE (CV) CLASS 5 (DRIVEWAYS)	(5)	CU YD	\$30.00	49	\$1,470.00	49	\$1,470.00								
2231.509	BITUMINOUS PATCHING MIXTURE		TON	\$200.00	241	\$48,200.00	241	\$48,200.00								
2232.504	MILL BITUMINOUS SURFACE (2.0")		SQ YD	\$1.75	9093	\$15,912.75	9093	\$15,912.75								
2301.504	CONCRETE PAVEMENT 7.0"		SQ YD	\$90.00	1538	\$138,420.00	1538	\$138,420.00								
2301.504	CONCRETE PAVEMENT 7.0" SPECIAL	(6)	SQ YD	\$110.00	323	\$35,530.00	323	\$35,530.00								
2301.602	1.25" DOWEL BAR		EACH	\$12.00	1000	\$12,000.00	1000	\$12,000.00								
2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)		EACH	\$22.00	34	\$748.00	34	\$748.00								
2357.506	BITUMINOUS MATERIAL FOR TACK COAT		GALLON	\$2.00	950	\$1,900.00	950	\$1,900.00								
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)		TON	\$120.00	31	\$3,720.00	31	\$3,720.00								
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)		TON	\$95.00	131	\$12,445.00	131	\$12,445.00								
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)		TON	\$100.00	1611	\$161,100.00	1611	\$161,100.00								
2501.502	36" GS PIPE APRON		EACH	\$1,380.00	2	\$2,760.00	2	\$2,760.00								
2501.502	15" RC PIPE APRON		EACH	\$1,320.00	3	\$3,960.00							3	\$3,960.00		
2501.502	18" RC PIPE APRON		EACH	\$1,200.00	1	\$1,200.00							1	\$1,200.00		
2501.502	58" SPAN RC PIPE-ARCH APRON		EACH	\$3,505.00	2	\$7,010.00							2	\$7,010.00		
2501.503	36" CS PIPE CULVERT		LIN FT	\$130.00	98	\$12,740.00	98	\$12,740.00								
2501.602	TRASH GUARD FOR 18" PIPE APRON		EACH	\$1,000.00	1	\$1,000.00							1	\$1,000.00		
2501.602	TRASH GUARD FOR 58" SPAN PIPE APRON		EACH	\$1,000.00	1	\$1,000.00							1	\$1,000.00		
2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIA		LIN FT	\$450.00	191	\$85,950.00							191	\$85,950.00		
2503.503	15" RC PIPE SEWER DES 3006 CL V		LIN FT	\$75.00	636	\$47,700.00							636	\$47,700.00		
2503.503	18" RC PIPE SEWER DES 3006 CL V		LIN FT	\$80.00	142	\$11,360.00							142	\$11,360.00		
2503.602	CONNECT TO EXISTING STORM SEWER		EACH	\$1,250.00	4	\$5,000.00							4	\$5,000.00		
2504.601	TEMPORARY WATER SERVICE		LUMP SUM	\$10,000.00	1	\$10,000.00									1	\$10,000.00
2504.602	CONNECT TO EXISTING WATER MAIN		EACH	\$3,000.00	9	\$27,000.00									9	\$27,000.00
2504.602	HYDRANT		EACH	\$7,600.00	5	\$38,000.00									5	\$38,000.00
2504.602	16" BUTTERFLY VALVE & BOX		EACH	\$15,000.00	2	\$30,000.00									2	\$30,000.00
2504.602	18" BUTTERFLY VALVE & BOX		EACH	\$15,000.00	1	\$15,000.00									1	\$15,000.00
2504.602	6" GATE VALVE & BOX		EACH	\$3,500.00	7	\$24,500.00									7	\$24,500.00
2504.602	8" GATE VALVE & BOX		EACH	\$6,000.00	5	\$30,000.00									5	\$30,000.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52		LIN FT	\$102.00	68	\$6,936.00									68	\$6,936.00
2504.603	10" WATERMAIN HDPE (DIRECTIONAL DRILLED)		LIN FT	\$250.00	960	\$240,000.00									960	\$240,000.00
2504.603	16" WATERMAIN HDPE (DIRECTIONAL DRILLED)		LIN FT	\$300.00	1400	\$420,000.00									1400	\$420,000.00
2504.603	6" PVC WATERMAIN		LIN FT	\$60.00	20	\$1,200.00									20	\$1,200.00
2504.603	8" PVC WATERMAIN		LIN FT	\$75.00	222	\$16,650.00									222	\$16,650.00
2504.603	16" PVC WATERMAIN		LIN FT	\$110.00	20	\$2,200.00									20	\$2,200.00
2504.603	18" PVC WATERMAIN		LIN FT	\$115.00	55	\$6,325.00									55	\$6,325.00
2504.603	CIPP WATERMAIN LINER		LIN FT	\$300.00	240	\$72,000.00									240	\$72,000.00
2504.608	WATERMAIN FITTINGS		POUND	\$18.00	3984	\$71,712.00									3984	\$71,712.00

EXHIBIT B

OPINION OF PROBABLE COST

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					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2506.502	CASTING ASSEMBLY		EACH	\$750.00	19	\$14,250.00							19	\$14,250.00		
2506.502	ADJUST FRAME & RING CASTING		EACH	\$850.00	6	\$5,100.00			6	\$5,100.00						
2506.503	CONST DRAINAGE STRUCTURE DESIGN G		LIN FT	\$550.00	17	\$9,350.00							17.0	\$9,350.00		
2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48		LIN FT	\$776.00	35	\$26,927.20							34.7	\$26,927.20		
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020		LIN FT	\$750.00	9	\$6,675.00							8.9	\$6,675.00		
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020		LIN FT	\$800.00	5	\$4,160.00							5.2	\$4,160.00		
2506.503	CONST DRAINAGE STRUCTURE DES 96-4020		LIN FT	\$2,480.00	6	\$15,376.00							6.2	\$15,376.00		
2511.504	GEOTEXTILE FILTER TYPE 4		SQ YD	\$7.00	181	\$1,267.00							181	\$1,267.00		
2511.507	RANDOM RIPRAP CLASS III		CU YD	\$150.00	51	\$7,650.00							51	\$7,650.00		
2521.518	4" CONCRETE WALK	(8)	SQ FT	\$6.00	11913	\$71,478.00	9435	\$56,610.00	2010	\$12,060.00	468	\$2,808.00				
2521.518	4" CONCRETE WALK SPECIAL	(6)	SQ FT	\$10.00	1308	\$13,080.00	1308	\$13,080.00								
2521.518	6" CONCRETE WALK	(7)	SQ FT	\$11.00	901	\$9,911.00	633	\$6,963.00	268	\$2,948.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B418 (MOD)	(9)	LIN FT	\$24.00	4368	\$104,832.00	4368	\$104,832.00								
2531.503	CONCRETE CURB & GUTTER DESIGN B424		LIN FT	\$28.00	1132	\$31,696.00	651	\$18,228.00	290	\$8,120.00	191	\$5,348.00				
2531.503	CONCRETE CURB & GUTTER DESIGN B612		LIN FT	\$23.00	124	\$2,852.00	62	\$1,426.00	42	\$966.00	20	\$460.00				
2531.503	CONCRETE CURB & GUTTER DESIGN B618		LIN FT	\$23.00	270	\$6,210.00	135	\$3,105.00	135	\$3,105.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B618 (MOD)	(9)	LIN FT	\$26.00	55	\$1,430.00	55	\$1,430.00								
2531.503	CONCRETE CURB & GUTTER DESIGN R418		LIN FT	\$35.00	271	\$9,485.00	271	\$9,485.00								
2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	\$60.00	84	\$5,040.00	84	\$5,040.00								
2531.618	TRUNCATED DOMES		SQ FT	\$42.00	48	\$2,016.00			24	\$1,008.00	24	\$1,008.00				
2545.601	TEMPORARY LIGHTING SYSTEM		LUMP SUM	\$35,000.00	1	\$35,000.00	0.5	\$17,500.00	0.33	\$11,550.00	0.17	\$5,950.00				
2554.502	GUIDE POST TYPE B		EACH	\$80.00	8	\$640.00							8	\$640.00		
2563.601	TRAFFIC CONTROL		LUMP SUM	\$15,000.00	1	\$15,000.00	0.44	\$6,600.00	0.02	\$300.00	0.01	\$150.00	0.10	\$1,500.00	0.43	\$6,450.00
2564.602	INSTALL SIGN		EACH	\$750.00	5	\$3,750.00	5	\$3,750.00								
2564.602	DELINEATOR / MARKER PANEL		EACH	\$80.00	16	\$1,280.00	16	\$1,280.00								
2564.618	SIGN		SQ FT	\$45.00	600	\$27,000.00	600	\$27,000.00								
2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	\$2,000.00	1	\$2,000.00	0.44	\$880.00	0.02	\$40.00	0.01	\$20.00	0.10	\$200.00	0.43	\$860.00
2573.502	STORM DRAIN INLET PROTECTION		EACH	\$250.00	17	\$4,250.00	17	\$4,250.00								
2573.502	CULVERT END CONTROLS		EACH	\$200.00	7	\$1,400.00	7	\$1,400.00								
2573.503	SILT FENCE, TYPE MS		LIN FT	\$4.00	9319	\$37,276.00	9319	\$37,276.00								
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST		LIN FT	\$3.00	1409	\$4,227.00	1409	\$4,227.00								
2574.505	SOIL BED PREPARATION		ACRE	\$1,000.00	1	\$800.00	0.8	\$800.00								
2574.508	FERTILIZER TYPE 3		POUND	\$1.00	245	\$245.00	245	\$245.00								
2574.508	FERTILIZER TYPE 4		POUND	\$1.00	12	\$12.00	12	\$12.00								
2575.505	SEEDING		ACRE	\$1,000.00	1	\$800.00	0.8	\$800.00								
2575.508	SEED MIXTURE 25-131		POUND	\$4.00	50	\$200.00	50	\$200.00								
2575.508	SEED MIXTURE 35-221		POUND	\$21.00	22	\$462.00	22	\$462.00								
2575.508	HYDRAULIC REINFORCED FIBER MATRIX		POUND	\$2.00	2363	\$4,726.00	2363	\$4,726.00								

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					Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost
2575.604	ROLLED EROSION PREVENTION CATEGORY 20		SQ YD	\$2.00	2267	\$4,534.00	2267	\$4,534.00								
2581.503	REMOVABLE PREFORM PAVEMENT MARKING TAPE	(10)	LIN FT	\$1.20	1234	\$1,480.80	1234	\$1,480.80								
2582.503	4" SOLID LINE PAINT (WR)	(10)	LIN FT	\$0.25	11089	\$2,772.25	11089	\$2,772.25								
2582.503	4" SOLID LINE MULTI COMP	(10)	LIN FT	\$1.50	13045	\$19,567.50	13045	\$19,567.50								
2582.503	4" BROKEN LINE MULTI COMP	(10)	LIN FT	\$2.00	160	\$320.00	160	\$320.00								
2582.503	4" DBLE SOLID LINE MULTI COMP	(10)	LIN FT	\$0.80	653	\$522.40	653	\$522.40								
2582.503	4" SOLID LINE PREF THERMO GR IN	(10)	LIN FT	\$20.00	1007	\$20,140.00	1007	\$20,140.00								
2582.503	24" SOLID LINE PREF THERMO GR IN	(10)	LIN FT	\$23.00	90	\$2,070.00	90	\$2,070.00								
2582.503	8" DOTTED LINE PREF THERMO GR IN	(10)	LIN FT	\$13.00	46	\$598.00	46	\$598.00								
2582.518	PAVT MSSG PREF THERMO GR IN		SQ FT	\$29.00	78	\$2,262.00	78	\$2,262.00								
2582.518	CROSSWALK PREF THERMO GR IN		SQ FT	\$16.00	108	\$1,728.00	108	\$1,728.00								
ROADWAY CONSTRUCTION TOTAL						\$2,689,537.40		\$1,201,808.20		\$ 49,277.00		\$ 17,244.00		\$ 267,175.20		\$ 1,154,033.00

	PROJECT TOTALS	ANOKA CO. TOTAL	COON RAPIDS TOTAL	FRIDLEY TOTAL
ROADWAY	\$ 1,268,329.20	\$ 1,201,808.20	\$ 49,277.00	\$ 17,244.00
DRAINAGE	\$ 267,175.20	\$ 90,171.63	\$ 147,908.19	\$ 29,095.38
WATER MAIN	\$ 1,154,033.00		\$ 1,154,033.00	
CONSTRUCTION TOTAL	\$ 2,689,537.40	\$1,291,979.83	\$ 1,351,218.19	\$ 46,339.38
LIGHTING	\$ 39,922.00	\$ 19,961.00	\$ 13,174.26	\$ 6,786.74
DESIGN ENGINEERING (Watermain Design)	\$ 16,059.80		\$ 16,059.80	
8% CONSTRUCTION ENGINEERING	\$ 122,840.35	\$ 103,358.38	\$ 15,774.82	\$ 3,707.15
CONSTRUCTION ENGINEERING (Watermain)	\$ 15,000.00		\$ 15,000.00	
RIGHT OF WAY	\$ -			
PROJECT TOTAL	\$2,883,359.55	\$1,415,299.21	\$ 1,411,227.07	\$ 56,833.27

EXHIBIT "C"**FOR PROJECTS CONSTRUCTED IN ANOKA COUNTY**

<u>ITEMS</u>	<u>COUNTY SHARE</u>	<u>CITY SHARE</u>
Concrete Curb & Gutter	50%	50%
Concrete Curb & Gutter for Median and Center Island Construction	100%	0%
Concrete Median	100%	0*1
Concrete Sidewalk	0%	100%
Concrete Sidewalk Replacement	100%	0%
Bikeways	0%	100%
Bikeway Replacement	100%, Unless existing trail not placed at edge of R/W	0%
Construction or Adjustment of Local Utilities	0%	100%
Grading, Base and Bituminous	100%	0%
Storm Sewer	based on state aid letter*2	based on state aid letter*2
Driveway Upgrades	100%, in-kind	100%, of up-grades
Traffic Signals, new (communities larger than 5,000) w/ State Aid approved SJR	½ the cost of its legs of the intersection	the cost of its legs of the intersection plus ½ the cost of the County legs of the intersection
Traffic Signals, replacement (communities larger than 5,000) w/ State Aid approved SJR	the cost of its legs of the intersection	the cost of its legs of the intersection
Traffic Signals, new & replacements (communities less than 5,000) w/ State Aid approved SJR	100%	0%
Traffic Signal, w/o State Aid approved SJR	0%	100%
EVP	0%	100%
Engineering Services	*3	*3
Right-of-Way	100%*4	0%
Street Lights	0%	100%
Noise Walls	100%, if not previously notified*5	100%, if previously notified*5

- *1 The County pays for 100% of Standard Median Design such as plain concrete. If a local unit of government requests decorative median such as brick, stamped concrete, or landscaping, the local unit will pay the additional cost above the cost of standard median.
- *2 In the event no State Aid is being used, or in the event the state aid letter does not determine cost split percentages, drainage cost shares will be computed by the proportion of contributing flow outside the County right of way to the total contributing flow.
- *3 Engineering shall be paid by the Lead Agency except that any participating agency will pay construction engineering in the amount of 8% of the construction costs paid by that agency.
- *4 In the event that the Township or City requests purchase of right-of-way in excess of those right-of-ways required by County construction, the Township or City participates to the extent an agreement can be reached in these properties. For instance, a Township or City may request a sidewalk be constructed alongside a County roadway which would require additional right-of-way, in which case the Township or City may pay for that portion of the right-of-way. Acquisition of right-of-way for new alignments shall be the responsibility of the Township or City in which the alignment is located. This provision may be waived by agreement with the County Board if the roadway replaces an existing alignment and the local unit of government takes jurisdiction of that existing alignment. In addition, any costs, including right-of-way costs, incurred by the County because a Township or City did not acquire sufficient right-of-way during the platting process or redevelopment process as requested by the County shall be paid by the Township or City.
- *5 Notification includes any letter to the agency indicating that noise will potentially be an issue in the future, likely received during the Plat Review Process. Maintenance shall be the responsibility of the agency paying for the initial installation. When the County is the responsible agency, it shall pay 100% of Standard Noise Wall Cost. If a local agency requests decorative noise walls, the requesting agency will pay the additional cost above the cost of standard noise wall.



AGENDA REPORT

Meeting Date: December 18, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-161, Approving a Joint Powers Agreement with The City of Coon Rapids for Lighting and Landscaping Improvements at the Intersection of County Road 132 and Evergreen Boulevard (Springbrook Nature Center Entrance)

Background

The City of Fridley (City) has been cooperatively working with the Anoka County Highway Department to make safety improvements at the intersection of 85th Avenue (County Road 132) and Evergreen Blvd/Springbrook Nature Center. The improvements include construction of a roundabout, roadway lighting, concrete curb and gutter, and storm sewer. Anoka County has jurisdiction over 85th Avenue (County Road 132), the City of Coon Rapids (Coon Rapids) has jurisdiction over Evergreen Blvd, and the City has jurisdiction over Springbrook Nature Center driveway. Coordination efforts have been taking place with Anoka County and Coon Rapids.

The City and Coon Rapids are recommending approval of individual Joint Powers Agreements with Anoka County. In their respective agreements, lighting, landscaping, and water main improvements are identified as local costs. The attached Joint Powers Agreement between the two cities identifies responsibilities for construction and maintenance of these elements.

Coon Rapids will be responsible for construction of lighting improvements and power for the lighting system, which will extend from their existing system on Evergreen Boulevard. Their contract with Xcel Energy for maintenance of this system will expire in 25 years. At that time, each city will share equally in reconstruction and/or maintenance of the lighting system.

The City will be responsible for designing and constructing landscaping improvements in the center median, along with future maintenance of the landscaping. This is intended to be completed with staff, similar to the Gardena Ave and Central Ave roundabout completed earlier this year and will be of similar character to that center median.

Coon Rapids will be replacing water main along the corridor, and the City has requested replacement of water service piping for Springbrook Nature Center. This will avoid emergency repair of the existing

Vision Statement

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

service, and also assign future maintenance responsibility of the service within the right-of-way as Coon Rapids' responsibility.

Financial Impact

Funding for this project is allocated in the 2024-2028 Capital Investment Plan.

Recommendation

Staff recommends the approval of Resolution No. 2023-161, Approve a Joint Powers Agreement with the City of Coon Rapids for Lighting and Landscaping Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance.

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. 2023-161

Vision Statement

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

Resolution No. 2023-161

Approving a Joint Powers Agreement with the City of Coon Rapids for Lighting and Landscaping Improvements at the Intersection of County Road 132 and Evergreen Blvd/Springbrook Nature Center Entrance

Whereas, the City of Fridley (City) and the City of Coon Rapids (Coon Rapids) share a common goal to provide for safety improvements through local agency match funding of an Anoka County intersection improvement project at County Road 132 and Evergreen Boulevard (Springbrook Nature Center Entrance); and

Whereas, Minnesota Statute § 471.59 provides for the joint exercise of common or similar powers by government units and also provides that any one governmental unit may perform on behalf of another government unit any service or function which that unit would be authorized to perform for itself; and

Whereas, Anoka County recognized the need for safety improvements at the intersection of County Road 132 (85th Avenue NE) at Evergreen Boulevard; and

Whereas, the proposed project at the intersection of County Road 132 (85th Avenue NE) at Evergreen Boulevard will reconfigure the intersection to include a roundabout and pedestrian safety elements, (Project); and

Whereas, the conceptual improvements that are to be included in the Project have been developed with input from the City and Coon Rapids; and

Whereas, the Project will require maintenance of lighting and are desired to have a landscaped central median-both of which are to be funded collectively by the City and Coon Rapids.

Now, therefore it be resolved, that the City Council of the City of Fridley hereby approves the attached Joint Powers Agreement with the City of Coon Rapids and the City of Fridley for the Improvements at the Intersection of County Road 132 and Evergreen Boulevard.

Passed and adopted by the City Council of the City of Fridley this 18th day of December, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**JOINT POWERS AGREEMENT BETWEEN THE CITIES OF COON RAPIDS AND FRIDLEY
FOR LIGHTING AND LANDSCAPING IMPROVEMENTS AT THE INTERSECTION OF
COUNTY ROAD 132 AND EVERGREEN BLVD ON THE BORDER OF THE CITY OF COON RAPIDS AND
THE CITY OF FRIDLEY, MN**

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between the City of Coon Rapids, Minnesota, a municipal corporation (hereinafter “Coon Rapids”), and the City of Fridley, Minnesota, a municipal corporation (hereinafter “Fridley”).

WHEREAS, Coon Rapids and Fridley share a common boundary and desire to participate in an Anoka County (hereinafter “County”) improvement project on County Road 132 (85th Avenue) at Evergreen Boulevard (hereinafter collectively the “Project”); and,

WHEREAS, the County’s planned improvements in Coon Rapids and Fridley that are to be included in the Project are depicted in the attached Exhibit A to this Agreement; and,

WHEREAS, Coon Rapids and Fridley are entering into separate Joint Powers Agreements with the County relating to the overall project improvements including project development, easement acquisition, preliminary and final engineering, permitting, administration, construction, inspection, testing, documentation, and all other cost and work items included in Exhibit A; and,

WHEREAS, Minn. Stat. § 471.59 provides for the joint exercise of common or similar powers by government units and also provides that any one governmental unit may perform on behalf of another government unit any service or function which that unit would be authorized to perform for itself; and,

WHEREAS, Coon Rapids and Fridley agree to share costs and future maintenance relating to 1) intersection lighting, 2) roundabout landscaping, and 3) water service replacement as part of the County led project in accordance with the terms of this Agreement; and

NOW, THEREFORE, by virtue of the powers granted by law and in consideration of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

**SECTION A
PROJECT SUMMARY**

1. The improvements and funding for the project shall be provided and constructed in accordance with the terms of this Joint Powers Agreement, and each City’s individual agreement with Anoka County for this project.
2. Coon Rapids agrees to be the lead local agency with regard to intersection lighting and shall coordinate extension of its existing lighting system on Evergreen Boulevard with Xcel Energy. The lighting system shall be of complimentary character to the existing Evergreen Boulevard system and shall meet the County’s requirements for lighting of the intersection.

3. Fridley agrees to be the lead local agency with regard to intersection median landscaping improvements and shall coordinate installation of landscaping in the center island of the proposed roundabout, similar in character to the landscaping installed at its project on Gardena Ave and Central Ave NE. The landscaping will not require an irrigation system.
4. Plans and specifications shall be developed by the County and further by each local agency for lighting and landscaping as necessary. Plans will be approved by County, Coon Rapids, and Fridley prior to bidding and/or construction.
5. Bidding, Construction Engineering, Contract Administration, Permitting, Agency Submittals, Staking, and Contract and Construction Management shall be performed by County and each local agency as necessary to complete lighting and landscaping improvements.

SECTION B

COST ALLOCATION

1. Lighting System Costs
Coon Rapids will be responsible for local costs for construction of the lighting system, including permitting, construction observation, and coordination not covered by County.
2. Landscaping Costs
Fridley will be responsible for local costs relating to design and construction of the center island landscaping including permitting.
3. Water Service Replacement Costs
Fridley will be responsible for the costs associated with replacement of the 6-inch water service line below 85th Avenue as well as a new gate valve both providing service to Springbrook Nature Center. This work shall be included as part of the watermain replacements in the County project.

SECTION C

COST REIMBURSEMENT

1. Neither Coon Rapids nor Fridley will request reimbursement from the other party related to their implementation of lighting and landscaping for this project. The City of Coon Rapids shall request reimbursement from Fridley for the water service replacement costs related to Springbrook Nature Center.

SECTION D

MAINTENANCE RESPONSIBILITIES

1. Maintenance and upkeep of the lighting system will be the responsibility of Coon Rapids for the lighting system through agreement with Xcel Energy through the initial 25-year period after installation. Coon Rapids will pay the costs of power for the lighting system.
2. After the initial 25-year life of the lighting system maintenance agreement sunsets, Coon Rapids and Fridley will equally share the cost of maintenance, upkeep, and reconstruction of the lighting system. Coon Rapids will coordinate all maintenance, upkeep, and reconstruction with notice to Fridley, and will invoice Fridley for its share of costs for the lighting system maintenance, upkeep, and reconstruction.
3. Maintenance and upkeep of the landscaping in a reasonable and aesthetically pleasing fashion free of weeds and other nuisance vegetation, debris, and litter shall be the responsibility of Fridley.
4. Maintenance of the 6-inch water service line serving Springbrook Nature Center shall be the responsibility of the City of Coon Rapids up to and including the new gate valve installed under the County project along 85th Avenue. Maintenance from the new gate valve installed adjacent to 85th Avenue to the Nature Center building shall be the responsibility of the City of Fridley.

SECTION E

MISCELLANEOUS PROVISIONS

1. Compliance with Laws. The parties agree to comply with all laws, ordinances and regulations of Minnesota applicable to this Agreement and the construction of the Improvements. This Agreement shall be construed and enforced according to the laws of Minnesota.
2. Indemnification. Each party will be responsible for claims and damages resulting from the acts, errors and omissions of its officers, employees and agents and will defend and indemnify the other party for any such claims; provided, however, that nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which either party is entitled under Minnesota Statutes, Chapter 466, or otherwise.
3. Notices. Any notices or correspondence required to be given under this Agreement or any statute or ordinance shall be in writing and shall be deemed to be given if delivered personally or mailed postage-prepaid by certified mail, return receipt requested:

- | | | |
|----|--------------------|--|
| a. | As to Coon Rapids: | City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433
ATTN: City Manager |
|----|--------------------|--|

b. As to Fridley

City of Fridley
7071 University Avenue NE,
Fridley, MN 55432
ATTN: City Manager

or at such other address as either party may, from time to time, notify the other in writing in accordance with this paragraph.

4. Severability. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other provision of this Agreement.

5. Nonwaiver. If either party waives any default or non-performance by the other party in writing, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

6. Preamble and Recitals. The preamble and recitals set forth on page one of this Agreement are incorporated into and made a part of this Agreement.

7. Paragraph and Section Headings. The paragraph and section headings used in this Agreement have no legal significance and are used solely for convenience of reference.

8. Entire Agreement. This Agreement and its Exhibits attached hereto, if any, evidence the entire agreement between the parties relating to the subject matter addressed herein and supersedes all other prior agreements and understandings, written or oral, between the parties.

9. Amendment. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto or their successors.

10. Contract Administration. To the degree permitted by state law, Fridley designates Coon Rapids as its representative authorized to act on behalf of Fridley with respect to street lighting and water service replacement associated with this Agreement.

To the degree permitted by state law, Coon Rapids designates Fridley as its representative authorized to act on behalf of Coon Rapids with respect to landscaping associated with this Agreement.

11. Limitations. This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association or entity other than the parties to this Agreement and their successors and assigns, and the obligations herein assumed are solely for the use and benefit of the parties to this Agreement and their successors and assigns.

12. Non-Assignment. The parties hereto agree that neither party shall assign, sublet, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, without the prior written consent of the non-assigning party.

13. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

14. Data Practices. Data provided to either party or received from either party under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

15. Termination. This Agreement shall not terminate other than through an amendment or superseding agreement of the two parties.

[The remainder of this page is intentionally blank.]

IN TESTIMONY WHEREOF, the City of Coon Rapids has caused this Agreement to be executed the day and year first above written.

CITY OF COON RAPIDS

By: _____
Jerry Koch, Mayor

By: _____
Matt Stemwedel, City Manager

IN TESTIMONY WHEREOF, the City of Fridley has caused this Agreement to be executed the day and year first above written.

CITY OF FRIDLEY

By: _____
Scott Lund, Mayor

By: _____
Wally Wysopal, City Manager

EXHIBIT A

