



City Council Meeting

September 25, 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 September 11, 2023
- [2.](#) Receive the Minutes from the City Council Conference Meeting of September 11, 2023
- [3.](#) Receive the Minutes from the Housing and Redevelopment Authority Meeting of August 3, 2023
- [4.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of August 7, 2023
- [5.](#) Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of July 11, 2023

New Business

- [6.](#) Resolution No. 2023-110, Approving State of Minnesota Grant Contract Agreement OR24-010
- [7.](#) Resolution No. 2023-114, Approving Change Order No. 1 for the 53rd Avenue Roundabout Safety Project No. ST2023-22
- [8.](#) Resolution No. 2023-115, Approving Gifts, Donations and Sponsorships Received Between August 19, 2023, and September 15 2023
- [9.](#) Resolution No. 2023-117, Approving Amendment to Agreement for Construction Management Services for Moore Lake Park Community Building and Site Improvements Project

- [10.](#) Resolution No. 2023-118, Approving Issuance and Sale of Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2

Old Business

- [11.](#) Ordinance No. 1416, Amending the Fridley City Code Chapter 205, Zoning, to allow Interim Use Permits, and Authorizing Publication of Summary Ordinance No. 1416 (Second Reading)

Licenses

- [12.](#) Resolution No. 2023-109, Approving City Licenses

Claims

- [13.](#) Resolution No. 2023-116 Approving Claims for the Period Ending September 20, 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.

New Business

- [14.](#) Resolution No. 2023-111, Approving the Proposed Property Tax Levy for 2023, Collectible in 2024, for the City of Fridley
- [15.](#) Resolution No. 2023-112, Approving the Proposed 2024 General Fund Budget for the City of Fridley
- [16.](#) Resolution No. 2023-113, Consenting to the Property Tax Levy for 2023, Collectible in 2024, for the Housing and Redevelopment Authority in and for the City of Fridley

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: September 25, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

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

Background

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

Financial Impact

None.

Recommendation

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

Vision Statement

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



City Council Meeting

September 11, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

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

Present

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

Others Present

Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Nancy Abts, Associate Planner
Sarah Sonsalla, City Attorney
Beth Kondrick, Deputy City Clerk
Adam Bedard, Fridley Lions Club

Pledge Of Allegiance

Proclamations/Presentations

1. Proclamation: Domestic Violation Awareness Month – October 2023

Mayor Lund presented the proclamation recognizing October 2023 as Domestic Violence Awareness Month. Tina Bronson, Alexandra House, commented on the importance of raising the awareness about domestic violence to provide support to those struggling and afraid. She commented that people who feel supported are more likely to leave their situation and look for help. She thanked the City for the support it provides to Alexandra House. She asked that the City and residents turn their lights purple for the month of October and noted that yard signs are also available. She provided details on the Hope Fest event which will take place on September 30. She commented that domestic violence is a pressing issue in Anoka County.

Mayor Lund requested a moment of silence remembering the events of September 11.

Approval of Proposed Consent Agenda

Councilmember Ostwald asked that Item 8 be removed from the Consent Agenda for additional discussion. Mayor Lund noted that item would then be considered after Open Forum.

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

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

Approval/Receipt of Minutes

2. Approve the Minutes from the City Council Meeting of August 28, 2023.
3. Receive the Minutes from the Joint City Council and Housing and Redevelopment Authority Conference Meeting of August 28, 2023.

New Business

4. Ordinance No. 1415, Amending the Fridley City Code to Add Chapter 311, Public Use of Cannabis.
5. Resolution No. 2023-98, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for the 2023 Street Rehabilitation Project No. ST-2023-01.
6. Resolution No. 2023-99, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for the 53rd Avenue Roundabout Safety Project No. ST-2023-22.
7. Resolution No. 2023-100, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll, and Directing Publication of the Public Hearing Notice for the 2023 Nuisance Abatements and 2023 Rental Reinspection Fees.

Licenses

- ~~8. Resolution No. 2023-104, Approving Lawful Gambling Lease for Fridley Lions Club to Add Bingo Events to Forgotten Star Brewery.~~

Claims

9. Resolution No. 2023-108 Approving Claims for the Period Ending September 6, 2023.

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

No one from the audience spoke.

Licenses

8. Resolution No. 2023-104, Approving Lawful Gambling Lease for Fridley Lions Club to Add Bingo Events to Forgotten Star Brewery.

Wally Wysopal, City Manager, commented that Councilmember Ostwald serves as the President of the Lions Club and therefore will need to abstain from this vote.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-104 Approving Lawful Gambling Lease for Fridley Lions Club to Add Bingo Events to Forgotten Star Brewery. Seconded by Councilmember Tillberry.

Upon a voice vote, Mayor Lund, Councilmember Evanson, Councilmember Tillberry and Councilmember Bolkcom voting aye and Councilmember Ostwald abstaining from voting, Mayor Lund declared the motion carried unanimously.

Adam Bedard, Fridley Lions, thanked the Council for approving this item. He noted that Forgotten Star is looking to give back and this will be another way of doing so.

The Council thanked the Lions for all they do for the community.

Adoption of Regular Agenda

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

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

Regular Agenda**Public Hearing(s)**

10. Public Hearing to Consider On-Sale Liquor License by Justin Puliot for Two Stooges Sports Bar and Grill and Resolution No. 2023-103, Approving On-Sale Liquor License for Two Stooges Sports Bar and Grill

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

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

Beth Kondrick, Deputy City Clerk, presented a request from Justin Puliot on behalf of Two Stooges Bar and Grill for an On-Sale Liquor License. She noted that the transfer of ownership will occur the following day and the new owner does not plan to change the business name or business model. She reviewed background information and analysis.

Councilmember Bolkcom asked if the new owner has previous experience. Ms. Kondrick replied that while the new owner does not have previous experience, he has done his research and is prepared to take this on.

Justin Puliot introduced himself and stated that he has been pursuing this opportunity since April and is looking forward to this new venture, noting that the current owners are willing to stay on and provide him with assistance. Mayor Lund recognized that the existing owners have been in the community for 35 years and have done a good job, noting the incidents that occurred and the actions that have been taken to turn that around.

Mr. Puliot stated that a connection to the community matters to him and he looks forward to new opportunities. Mayor Lund noted that there are some great businesses in Fridley that are partners with the City and involved with the community. The Council welcomed the new business owner and encouraged him to reach out if he needs assistance.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-103, Approving On-Sale Liquor License for Two Stooges Sports Bar and Grill. Seconded by Councilmember Tillberry.

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

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

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

11. Ordinance No. 1416, Public Hearing and First Reading to Consider Amending the Fridley City Code Chapter 205, Zoning, to Allow Interim Use Permits

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

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

Nancy Abts, Associate Planner, presented the request to amend the zoning ordinance to provide a process for allowing interim uses. She provided more details on Interim Use Permits (IUP) and the difference between an IUP and Special Use Permit.

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

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

Motion made by Councilmember Evanson to approve the first reading of Ordinance No. 1416, Amending the Fridley City Code Chapter 205, Zoning, to Allow Interim Use Permits. Seconded by Councilmember Ostwald.

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

New Business

12. Resolution No. 2023-101, Approving a Registered Land Survey, PS #23-01 Petitioned by the City's Housing and Redevelopment Authority (HRA) for the Property Located at 5660 Main Street N.E.

Scott Hickok, Community Development Director, presented a plat request submitted by the HRA which would create two new lots from the property located at 5660 Main Street N.E. He reviewed the analysis of the request and background information on the property.

Councilmember Bolkcom asked for details on the decisions at the state level and progress on that front.

Mr. Hickok commented that the legislature provided the remaining funding the City needed to complete the design phase of the bridge project that will provide an important east/west connection.

Motion made by Councilmember Bolkcom to adopt Resolution No. 2023-101, Approving a Registered Land Survey, PS #23-01 Petitioned by the City's Housing and Redevelopment Authority (HRA) for the Property Located at 5660 Main Street N.E. Seconded by Councilmember Tillberry.

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

Informal Status Reports

Council provided details on the three public workshops focused on the topic of public art, noting that the first workshop has occurred and welcomed any interested residents to participate in the next workshops on September 21 and October 5. The sessions are recorded and available for playback on the City's website. The City celebrated the 5th anniversary of the Civic Center campus this past Saturday, and it was well attended.

Councilmember Evanson commented that he attended the annual Islamic Center of Minnesota picnic on Sunday, noting that they are very welcoming and accommodating. He commented that Forgotten Star is holding its Oktoberfest this coming weekend.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: September 25, 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 September 11, 2023

Background

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

Financial Impact

Recommendation

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

Vision Statement

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



Council Conference Meeting

September 11, 2023

5:30 PM

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
Joe Starks, Finance Director
Becca Hellegers, Director of Employee Resources
Scott Hickok, Community Development Director
Patrick Maghrak, City Assessor

Items for Discussion

1. Finance Update – August 2023 Year-to-Date.

Joe Starks, Finance Director, presented budget information for the most recent period, with no special issues.

2. 2024 Proposed Budget/Levy Discussion.

Joe Starks presented the proposed City budget/levy for 2024.



AGENDA REPORT

Meeting Date: September 25, 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 August 3, 2023

Background

Attached are the minutes from the Housing and Redevelopment Authority meeting of August 3, 2023.

Financial Impact

None.

Recommendation

Staff recommend Council receive the minutes from the Housing and Redevelopment Authority meeting of August 3, 2023.

Focus on Fridley Strategic Alignment

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|--|---|
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Attachments and Other Resources

- Minutes from the HRA Meeting of August 3, 2023.

Vision Statement

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



Housing and Redevelopment Authority

August 3, 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

Action Items

1. Approval of Expenditures

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

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

2. Approval June 1, 2023, Meeting Minutes

Motion by Commissioner Backlund to approve the meeting minutes of June 1, 2023 as presented. Seconded by Commissioner Schwankl.

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

3. Approval of Resolution No. 2023-12, Purchase of 6421 Central Avenue (Lot 19, Block 1, Spring Valley Addition)

Paul Bolin, HRA Assistant Executive Director, provided background on the area noting that in recent years the HRA has accumulated five parcels and this purchase would be the sixth and final piece of that puzzle. He stated that an agreement of \$250,000 for one acre has been reached and this would allow them to move forward with redevelopment of this area. He noted that this would close in August and reviewed the next steps that would follow to prepare the site for redevelopment.

Commissioner Schwankl asked the approximate size of all the properties. Mr. Bolin replied that the total with roadways would be a little over five acres. Commissioner Brueggemeier asked if the plan for redevelopment has already been decided. Mr. Bolin stated that those conversations would follow between the Council and HRA, noting that different housing concepts had been discussed thus far.

Motion by Commissioner Mulrooney to approve HRA Resolution No. 2023-12 Approving the Purchase Agreement and Authorizing the Assistant Executive Director to Sign Documents Needed to Close on the Property Legally Described as Lot 19, Block 1, Spring Valley Addition, Anoka County, Minnesota. Seconded by Commissioner Schwankl.

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

Informational Items

4. Update on Housing Programs

Mr. Bolin provided an overview of the recent activity of the housing programs, as well as year to date data.

Adjournment

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

Upon a voice vote, all voting aye, Chairperson Showalter declared the motion carried and the meeting adjourned at 7:08 p.m.

Respectfully submitted,

Melissa Moore
City Clerk



AGENDA REPORT

Meeting Date: September 25, 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 August 7, 2023

Background

Attached are the minutes from the Parks and Recreation Commission meeting of August 7, 2023.

Financial Impact

None.

Recommendation

Receive the minutes from the Parks and Recreation Commission meeting of August 7, 2023.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the Parks and Recreation Commission of August 7, 2023

Vision Statement

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



Park Commission Meeting

August 7, 2023

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

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

Present

EB Graham
Peter Borman
Tim Kirk
Ken Schultz

Absent

Luke Cardona
Suad Maow
Don Whalen

Others Present

Mike Maher, Parks and Recreation Director

Approve Parks & Recreation Commission Agenda for August 7, 2023

Motion by Commissioner Graham to approve the August 7, 2023 meeting agenda. Seconded by Commissioner Schultz. The motion passed unanimously.

Approve Parks & Recreation Commission Minutes for June 5, 2023

Motion by Commissioner Schultz to approve the June 5, 2023 meeting minutes. Seconded by Commissioner Graham. The motion passed unanimously.

New Business

1. Initial Review of City Code Chapter 508 Parks and Parkways

Mike Maher, Parks and Recreation Director, stated that the City is in the process of completing a comprehensive update of the City Code, one of which is parks and parkways. He stated that the intent is to have the Commission have a first look at the chapter which will help staff gauge the amount of review time that may be necessary.

Commissioner Shultz referenced 508.15 and asked for clarification on the language, specifically whether games would be allowed on non-athletic grounds. He believed that the space could be used as long as it did not interfere or cause danger to others. Mr. Maher commented that he also felt there was ambiguity in that language and had marked that as well. He noted that in the Parks Improvement Plan they were intentional to create flexible areas that could be used in multiple ways. Commissioner Shultz provided additional input on language to be cleaned up, related to alcoholic beverages, cannabis use, and whether dogs can be in the water on park property. Mr. Maher noted that the City is working to address the recreational use of cannabis and believed that ordinance would be in place prior to the update of this chapter and advised that he would keep the Commission updated.

Chair Borman commented that the chapter does seem dated. He suggested that the Commission review the language and highlight items to review and/or discuss. Mr. Maher commented that there is not a rush to review this, and they could continue to bring this back multiple times. He agreed that some of the language is dated and noted that it may also be appropriate to add language about trails. He provided details on exemptions available for groups to serve alcohol in certain scenarios with the proper permitting.

It was the consensus of the Commission that Commissioners should send in their comments and suggestions to staff via email prior to the next meeting and staff could use that input to make draft changes for continued discussion.

2. Park Furnishing Deconstruction Guidelines

Mr. Maher commented that this item came forward at the direction of the Commission and the draft guidelines were included in the packet. He noted that the EQEC reviewed, and endorsed, the document at its last meeting. He reviewed the park furnishing decommissioning priorities.

Commissioner Shultz commented that this is a comprehensive list and seems to be the correct order as well in terms of reuse priorities.

Chair Borman asked how they would go about determining which priority would be followed. Mr. Maher replied that staff would most likely have the knowledge on whether the items could be reused by the City or have resale value, and to ensure that the process would not interfere with the timeline for the project.

Mr. Maher recognized Rachel Workin, Environmental Planner, who did the majority of the work on this document. The Commission thanked Ms. Workin for her excellent work.

Old Business

Staff Reports

3. Springbrook Nature Center Report

Mr. Maher highlighted the summer day camp programing, staffing changes, other programs, and receipt of a DNR outdoor recreation grant.

Commissioner Shultz noted that his grandkids enjoyed the recent programing they participated in and passed on the kudos to staff.

4. Fridley Parks and Recreation Division Report

Mr. Maher provided an overview of the report highlighting 49er Days, safety camp, summer concerts, wet and wild day, summer ROCKS, and the summer intern.

5. Park Maintenance and Construction Report

Mr. Maher reviewed the report highlighting park maintenance and construction updates.

Unfinished Business

None

Adjournment

Commissioner Kirk made the motion to adjourn the meeting at 7:59 p.m. Seconded by Commissioner Graham. The motion passed unanimously.

Respectfully submitted,

Amanda Staple
Recording Secretary



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: EQE Commission

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of July 11, 2023

Background

Attached are the minutes from the EQEC meeting of July 11, 2023.

Financial Impact

None

Recommendation

Receive the minutes of the EQEC meeting of July 11, 2023.

Attachments and Other Resources

- Minutes from the EQEC Commission Meeting of July 11, 2023

Vision Statement

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



ENVIRONMENTAL QUALITY & ENERGY COMMISSION MEETING

July 11, 2023

7:00 PM

Fridley Civic Campus, 7071 University Ave N.E.

MINUTES

Call to Order

Chair Klemz called the Environmental Quality and Energy Commission to order at 7:02 p.m.

Roll Call

Present: Amy Dritz
Nick Olberding
Aaron Klemz
Sam Stoxen
Mark Hansen

Absent: Justin Foell
Heidi Ferris

Others Present: Rachel Workin, Environmental Planner

Approval of Agenda

Motion by Commissioner Hansen to approve the meeting agenda. Seconded by Commissioner Ferris. The motion carried unanimously.

Approval of Meeting Minutes

1. Approval of May 9, 2023 Environmental Quality and Energy Commission Meeting Minutes

Motion by Commissioner Dritz to approve the May 9, 2023 meeting minutes. Seconded by Commissioner Stoxen. The motion carried unanimously.

New Business

2. Park System Improvement Plan

Ms. Workin reviewed the draft Park System Improvement Plan Deconstruction Guidelines

Motion by Commissioner Hansen to recommend the Park System Improvement Plan Deconstruction Guidelines for approval. Seconded by Commissioner Ferris. The motion carried unanimously.

Old Business

3. Energy Action Plan updates

Ms. Workin shared the City was preparing for the EV Showcase. Commissioners Dritz, Klemz, and Hansen indicated that they may be able to participate

4. Grant updates

Ms. Workin shared that she learned that the City did not get a grant for an EV Charger for Moore Lake Park, however there were other grant opportunities coming up. She also said that the City had applied for a SS4A grant for a Safety Action Plan.

5. Outreach and Event updates

Ms. Workin shared that the Tree and Native Plant Sale was open.

Other Items

6. Digital Collaboration Brainstorming

No updates were shared

7. Informal Status Reports

Chair Klemz shared that the State was putting together a draft deconstruction ordinance. He also said that the State was looking to partner with Cities to pilot a new ordinance requiring that salt applicators be licensed by the City and required to take a smart salting course.

The group discussed cancelling the August meeting. Motion by Commissioner Ferris to cancel the August meeting. Seconded by Commissioner Stoxen. The motion carried unanimously.

Adjournment

Motion by Commissioner Stoxen to adjourn the meeting. Seconded by Commissioner Dritz. The Motion carried unanimously. The meeting was adjourned at 7:50.



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Mike Maher, Parks and Recreation Director

Title

Resolution No. 2023-110, Approving State of Minnesota Grant Contract Agreement OR24-010

Background

The Fridley City Council authorized staff to submit an application to the Minnesota Department of Natural Resources Outdoor Recreation Grant Program on March 27, 2023 in Resolution No. 2023-33.

Financial Impact

Grant Agreement OR24-010 is a matching reimbursement grant to fund \$150,000 of the total project cost of \$300,000. The City of Fridley commitment to the nature play area improvements would be \$25,000 budgeted in the Capitol Investment Program and \$10,000 of in-kind labor for site work. The Springbrook Nature Center Foundation has pledged to reimburse the City of Fridley for \$125,000 of the project cost.

Recommendation

Staff recommend the approval of Resolution No. 2023-110.

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. 2023-110
- State of Minnesota Grant Contract Agreement OR24-010

Vision Statement

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

Resolution No. 2023-110**Approving and Authorizing the Signing of Agreement OR24-010 with the State of Minnesota**

Whereas, Minnesota Statute § 471.51 subd. 1 allows two or more governmental units, by agreement entered into by their governing bodies, to jointly or cooperatively exercise any power common to both contracting parties; and further it allows one party to act on behalf of other participating units of government; and

Whereas, the City of Fridley (City) has applied for and received previous grant awards from the State of Minnesota, acting through its Commissioner of Natural Resources (State); and

Whereas, the Fridley City Council approved an application for a \$150,000 matching grant through the State's Outdoor Recreation Grant Program on March 27, 2023 through Resolution No. 2023-33 to fund improvements to the nature-based play area at Springbrook Nature Center; and

Whereas, the Minnesota Department of Natural Resources has approved the grant application; and provided State of Minnesota Grant Contract Agreement OR24-010.

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

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

OR24-010

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Fridley, 7071 University Ave. NE, MN, 55432 ("GRANTEE").

Recitals

1. Under [Minn. Stat. 84.026](#) the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural services by the department.
2. Under Minn. Laws 2023, Chapter 60, Article 1, Sec.3, Subd. 5c, the State has allocated funds for local parks, trail connections, and natural and scenic areas under [Minn. Stat. 85.019](#).
3. The Grantee has made an application to the State for a portion of the allocation for the purpose of conducting the project entitled Springbrook Nature Center.
4. 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:*

August 16, 2023, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. 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:*

June 30, 2025, 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) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

Item 6.

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 \$150,000.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$300,000. The Grantee agrees to provide a nonstate cash match of a least \$150,000.

(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 \$150,000.

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: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

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 Jennifer Bubke, Grants Specialist Coordinator, Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, 651-259-5638, Jennifer.Bubke@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 Tara Rogness, Nature Center Manager, 7071 University Ave NE, Fridley, MN, 55432, 763-572-3588, tara.rogness@fridleymn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

Item 6.

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. Nothing herein shall be deemed a waiver by the Grantee of the limits on liability set forth in [Minn. Stat. § 466.04](#) or a waiver of any available immunities or defenses. The Grantee's obligation to hold and save the Grantor harmless shall be limited by the limitations on liability set forth in [Minn. Stat. § 466.04](#), as amended from time to time.

9 State Audits and Termination

9.1 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, State 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.

9.2 Termination: 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.

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.

Item 6.

10.2 *Intellectual Property Rights*

(A) *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*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

26

employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of the 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.

Item 6.

12 Publicity and Signage

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 *Signage*

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

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 agreement 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.

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.

16 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

The Grantee will also ensure compliance with other applicable state requirements for accessibility, including but not limited to, accommodations for hard-of-hearing in state-funded capital projects that include space for public gatherings of more than 15 people. See [Minn. Stat. 16C.054](#) for more information.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Prior to receiving final reimbursement, confirmation is required that all required inspections of the completed work by municipal or governmental authorities having jurisdiction have been completed and that all required certificates of occupancy or similar approvals have been issued.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20 Resource Management and Protection

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under the sections Invasives Species Prevention and Site Planning and Management (p. 3-5) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

22 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

23 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) 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.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

24 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed, review and approved prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

25 Land Retention and Deed Restriction

25.1 Land Retention

All land within the project boundary must be retained and operated for outdoor recreation in perpetuity and a condition of this requirement must be recorded with the deed using language provided in the grant contract. This boundary must include all contiguous lands currently owned by the applicant and managed

for public recreation and any additional land to be acquired with this grant.

Item 6.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

25.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map, incorporated in this contract, and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Contract OR24-010, the City does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not, at any time, convert any portion of the park area to uses other than public outdoor recreation use without the prior written approval of the State acting through its Commissioner of Natural Resources.

26 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

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: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Attachment A - Project Budget**Recipient:** City of Fridley**Grant:** OR24-010 Springbrook Nature Center**Grant Amount:** \$150,000**Local Match:** \$150,000**Total Cost:** \$300,000**Project Scope**

The City of Fridley will expand the nature play area.

Notes / Conditions

Project Component	Cost
Playground and Equipment	\$220,000
Installation/Site Preparation	\$65,000
Site Restoration	\$15,000
Total Cost	\$300,000

Attachment B

N1/4Sec.3, T30-R24

S1/4Sec.36, T31-R24

Evergreen Boulevard NW

NWSec.2, T30-R24

85th Avenue NE

Overhead Utilities

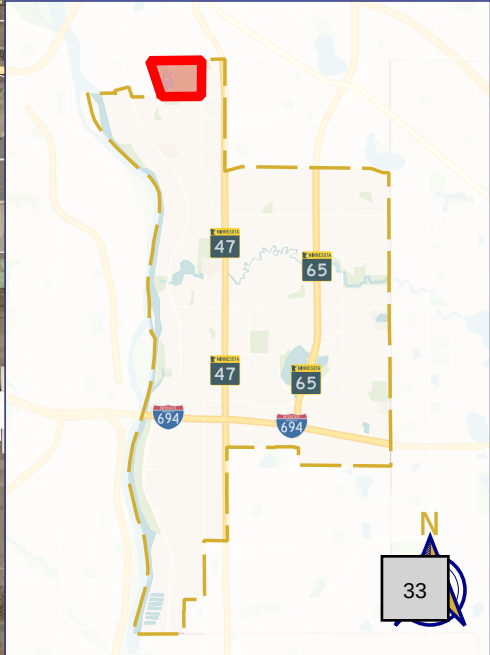
Approximate Expansion Area

Current Nature Play Area

Springbrook Nature Center
Approx. 121 acres

0 250 500 750 1,000 ft

Mike Maher





AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

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

Title

Resolution No. 2023-114, Approving Change Order No. 1 for the 53rd Avenue Roundabout Safety Project No. ST2023-22

Background

The attached resolution requests the City Council to approve Change Order No. 1 for the 53rd Avenue Roundabout Safety Project. The City of Fridley's (City) Capital Investment Plan includes street rehabilitation and safety improvements on 53rd Avenue from Central Avenue (Trunk Highway 65) to 1,200 feet to the west. The total project length is approximately a quarter mile. On 53rd Avenue, for this portion of the roadway, it is shared between the City and the City of Columbia Heights. In addition to the pavement improvements proposed along 53rd Avenue, the project also includes safety improvements including a continuous concrete safety barrier median to eliminate left turning conflicts and will provide access to and from adjacent businesses through a roundabout. The existing pavement in this section would be removed and new travel lanes would be constructed through the roundabout. The work is being performed under a contract with Forest Lake Contracting, Inc. of Forest Lake, MN.

The amount of this change order is \$146,169.40. Total work included in Change Order No. 1 would increase the contract by 10.6%.

A summary of the changes is included below:

Roundabout Excavation - Asbestos Abatement Work (CO1.01 – CO1.04)

Planned construction excavation for the proposed roadbed revealed a buried rubble and debris field directly north of the existing 53rd Avenue roadway. The debris was tested by Braun Intertec, the project's geotechnical engineering firm, and tested positive for asbestos.

The project contractor hired a Minnesota Department of Transportation (MnDOT) approved asbestos-containing waste material contractor to haul and dispose of the hazardous waste. Braun Intertec recommended a subgrade excavation to a depth enough to provide a minimum 4-foot buffer of clean soil. The contractor removed and disposed all debris filled material within the project limits to a depth of 4 feet. The utilities placed into the debris area required a minimum 2-foot buffer around the utility and were backfilled with clean, debris free soil. In total an amount of 2,122.71 tons were hauled and disposed of the hazardous waste (CO1.02) and a total of 1,117.22 cubic yards were excavated (CO1.03).

Vision Statement

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

A portion of bid item, Excavation – Common, is included in the contaminated area and was no longer disposed of as bid. As a result, the excavation – common bid item is reduced (CO1.01). The additional select granular borrow was used for the utility trench buffer zones and green space buffer zones. The contractor brought in 450 cubic yards of select granular embankment (CO1.04).

The project schedule was set back a couple of weeks because of the process to remove the hazardous waste, but the project contractor has been able to continue with the construction to substantially complete the project by mid-October.

Financial Impact

Funding for this project is derived from several sources including MnDOT's Highway Safety Improvement Program (HSIP) Grant, the City of Columbia Heights through a cost-share project Joint Powers Agreement, Minnesota State Aid Street funding, special assessments and Utility CIP funds (water, sanitary sewer, and storm sewer).

Staff will be discussing with MnDOT whether some funding can be made available to offset this cost, however at this time it appears that the required work will have to be funded from the municipal match. For Fridley, this would come from our Street Reserve Fund.

Recommendation

Staff recommend the approval of Resolution No. 2023-114.

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. 2023-114
- Change Order No. 1 for the 53rd Avenue Roundabout Safety Project No. ST2023-22
- Exhibit: Asbestos Contamination Area

Vision Statement

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

Resolution No. 2023-114

**Approving Change Order No. 1 for the 53rd Avenue Roundabout Safety Project
No. 2023-22**

Whereas, the 53rd Avenue Roundabout Safety Project (Project) is under contract with Forest Lake Contracting, Inc. of Forest Lake, MN (the Contractor); and

Whereas, Project funding is provided by the Minnesota Department of Transportation's Highway Safety Improvement Program (HSIP) Grant, the City of Columbia Heights through a cost-share project Joint Powers Agreement, Minnesota State Aid Street funding, special assessments and Utility Capital Improvement Program funds; and

Whereas, City staff directed changes to the Project quantities and items that are incorporated into this change order which occurred due to unforeseen contaminated soils within the construction limits of the Project; and

Whereas, accumulated work changes were desired by the City that modified the original contract from \$1,384,132 to \$1,530,301.40 (a 10.6% increase).

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Approval of Change Order No. 1 for 53rd Avenue Roundabout Safety Project No. 2023-22 in the amount of \$146,169.40.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Public Works Department

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

9/19/2023

Forest Lake Contracting, Inc.
14777 Lake Drive NE
Forest Lake, MN 55025

SUBJECT : Change Order No. 1 53rd Avenue Roundabout Safety Project No. ST2023-22

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	Excavation - Common (EV)	CY	-855.00	\$ 20.00	\$ (17,100.00)
CO1.02	Haul & Disposal of Hazardous Waste	TON	2,122.71	\$ 40.00	\$ 84,908.40
CO1.03	Subgrade Excavation	CY	1,117.22	\$ 50.00	\$ 55,861.00
CO1.04	Select Granular Embankment	CY	450.00	\$ 50.00	\$ 22,500.00
CHANGE ORDER NO. 1 TOTAL =					\$ 146,169.40

Original Contract Amount: \$ 1,384,132.00

Prior Change Orders Approved:

0.0% of Original Contract Amount

This Change Order: \$ 146,169.40

10.6% of Original Contract Amount

Proposed Contract Amount: \$ 1,530,301.40

Submitted and approved by James Kosluchar, Director of Public Works, on the 25th Day of September, 2023

James P. Kosluchar, Director of Public Works

Approved and accepted this ____ th day of _____, 2023 by Forest Lake Contracting, Inc.

Forest Lake Contracting, Inc Representative

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

Scott Lund, Mayor

Walter T. Wysopal, City Manager

LEGEND		
	REMOVE BITUMINOUS PAVEMENT	① PROTECT TREE
	MILL BITUMINOUS SURFACE (2.0")	② REMOVE SIGN
	REMOVE CONCRETE MEDIAN & SIDEWALK	③ REMOVE CASTING
	REMOVE CONCRETE DRIVEWAY PAVEMENT	④ REMOVE DRAINAGE STRUCTURE
	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	⑤ REMOVE HYDRANT AND LEAD
	REMOVE BITUMINOUS WALK	⑥ SAWING BITUMINOUS PAVEMENT (FULL DEPTH)
	REMOVE CURB AND GUTTER	⑦ SAWING CONCRETE PAVEMENT (FULL DEPTH)
	REMOVE SEWER PIPE (SANITARY)	⑧ SALVAGE CASTING
	REMOVE SEWER PIPE (STORM)	⑨ REMOVE BENCH
		⑩ SALVAGE PUSH BUTTON STATION
	CONSTRUCTION LIMITS	
	PROPOSED RIGHT-OF-WAY	
	PROPOSED PERMANENT EASEMENT	
	TEMPORARY EASEMENT	
	EXISTING RIGHT-OF-WAY	
	EXISTING PERMANENT EASEMENT	
	EXISTING DRAINAGE & UTILITY EASEMENT	
	WETLAND	

- NOTES:
1. SEE UTILITY PLAN FOR MANHOLE CASTINGS & GATE VALVE ADJUSTMENTS.
 2. SEE CONSTRUCTION PLAN FOR LOCATIONS TO RELOCATE MAILBOXES.
 3. PERFORM CLEAN ROOT CUTTING WHEN CONSTRUCTION OPERATIONS ENCOUNTER TREE ROOTS.

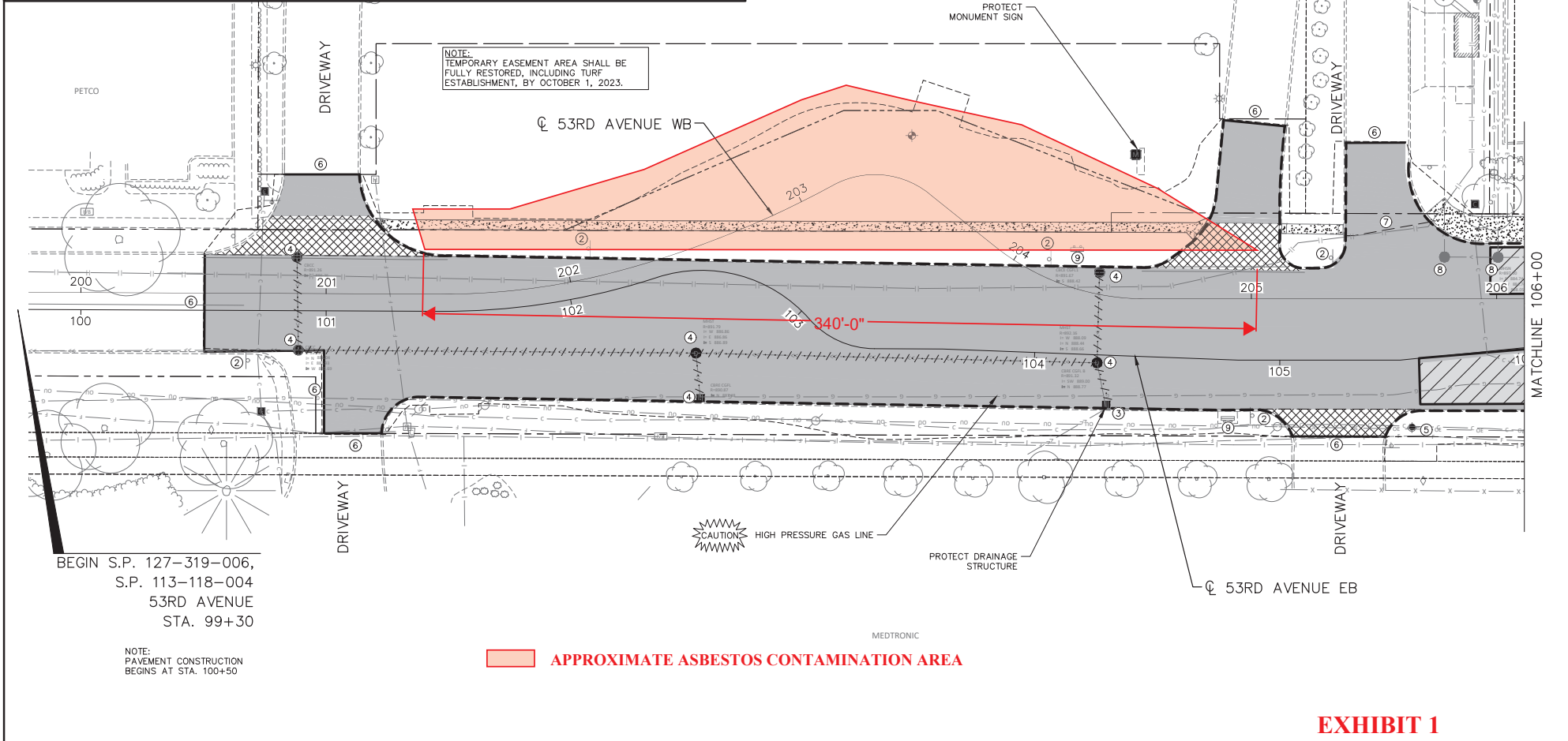


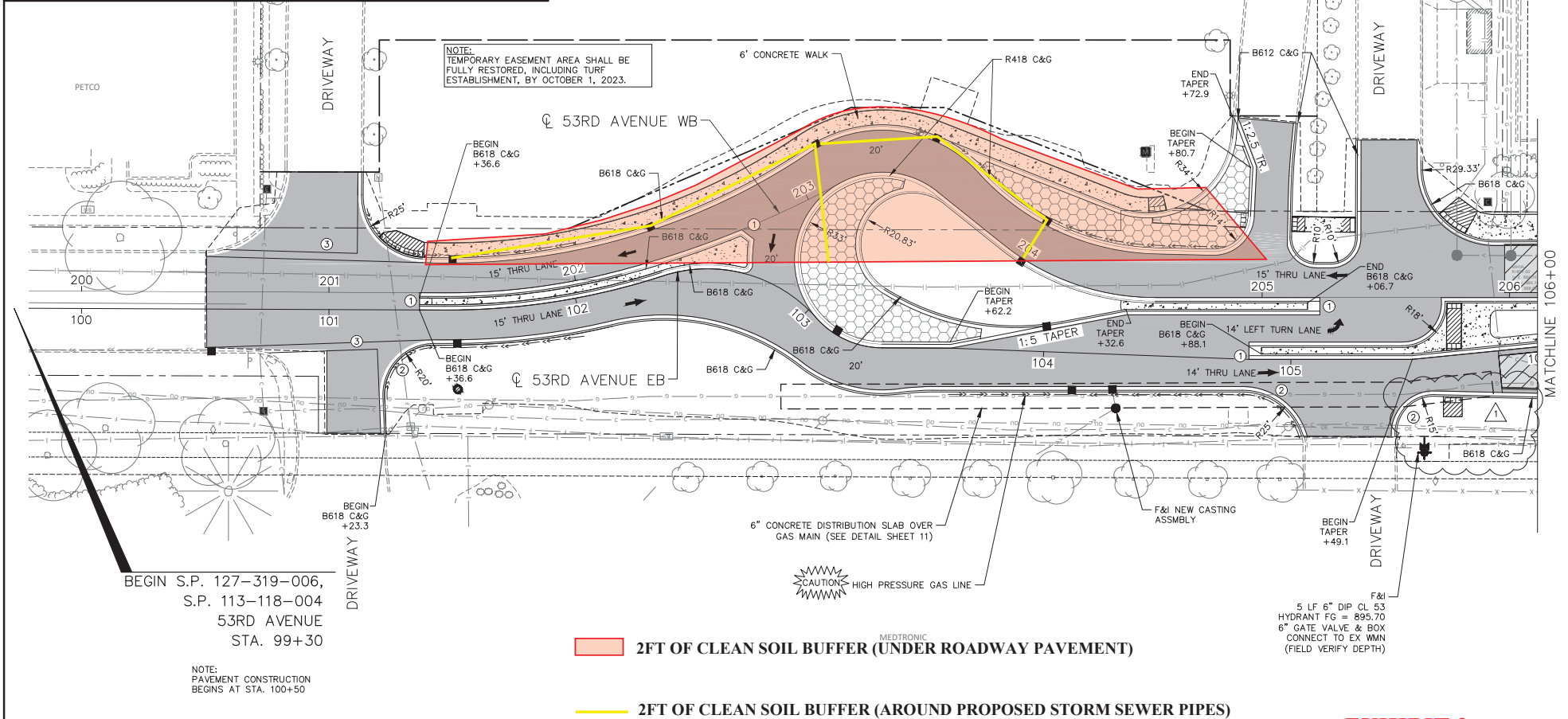
EXHIBIT 1

AutoCAD PDF (General Documentation).pc3
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02040 SCALE FEET		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. KEVIN P. KIELB U.C. NO. 23211 DATE 05/04/2023	DESIGNED ZFL DRAWN JMB CHECKED KPK	 BOLTON & MENK 7533 SUNWOOD DR NW, SUITE 206 RAMSEY, MINNESOTA 55303 Phone: (763) 433-2851 Email: Ramsey@bolton-menk.com www.bolton-menk.com	<table><tr><th>REV</th><th>BY</th><th>DATE</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	REV	BY	DATE										S.P. 127-319-006, S.P. 113-118-004 53RD AVENUE RECONSTRUCTION REMOVAL PLAN	SHEET 42 OF 102
REV	BY	DATE																	

LEGEND	
	2" BITUMINOUS OVERLAY
	6" CONCRETE DRIVEWAY
	7" CONCRETE DRIVEWAY
	4" CONCRETE WALK
	6" CONCRETE WALK
	BITUMINOUS PAVEMENT
	TRAFFIC FLOW
	CONSTRUCTION LIMITS
	PROPOSED RIGHT-OF-WAY
	PROPOSED PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY
	EXISTING PERMANENT EASEMENT
	EXISTING DRAINAGE & UTILITY EASEMENT
①	CONCRETE MEDIAN NOSE STANDARD PLATE 7113
②	CONSTRUCT ADA CURB CUT FOR FUTURE TRAIL
③	CONSTRUCT 8" VALLEY GUTTER CITY PLATE STR-10

- NOTES:
- SEE INTERSECTION SHEETS FOR ADA, INTERSECTION AND PEDESTRIAN RAMP DETAILS.
 - ALL OFFSETS, RADII AND STATIONING ARE TO BACK OF CURB.
 - SEE TURF AND EROSION PLAN FOR RESTORATION INFORMATION.
 - ALL PAVEMENT IS RECONSTRUCTION UNLESS NOTED OTHERWISE.



2FT OF CLEAN SOIL BUFFER (UNDER ROADWAY PAVEMENT)

2FT OF CLEAN SOIL BUFFER (AROUND PROPOSED STORM SEWER PIPES)

EXHIBIT 2

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 0 20 40 SCALE FEET		I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <i>Kevin P. Kielb</i> KEVIN P. KIELB U.C. NO. 23211 DATE 05/04/2023		DESIGNED ZFL DRAWN JMB CHECKED KPK		 BOLTON & MENK 7533 SUNWOOD DR NW, SUITE 206 RAMSEY, MINNESOTA 55303 Phone: (763) 433-2851 Email: Ramsey@bolton-menk.com www.bolton-menk.com		<table><tr><th>REV</th><th>BY</th><th>DATE</th></tr><tr><td>1</td><td>ZFL</td><td>07/20/23</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		REV	BY	DATE	1	ZFL	07/20/23													S.P. 127-319-006, S.P. 113-118-004 53RD AVENUE RECONSTRUCTION CONSTRUCTION PLAN		SHEET 44 OF 102	
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AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Korrie Johnson, Assistant Finance Director

Title

Resolution No. 2023-115, Approving Gifts, Donations and Sponsorships Received Between August 19, 2023, and September 15 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 August 19, 2023, and September 15, 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. 2023-115.

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. 2023-115
- 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. 2023-115**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 August 19, 2023, and September 15 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 August 19 2023, and September 15 2023.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 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

Report to Date Total

\$281,850.54



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director
Nic Schmidt, Civil Engineer

Title

Resolution No. 2023-117, Approving Amendment to Agreement for Construction Management Services for Moore Lake Park Community Building and Site Improvements Project

Background

On September 26, 2022, the City Council approved an Agreement for Construction Management Services for the Moore Lake Park Community Building Project. Construction management services of Kraus-Anderson (KA) were obtained based on a combination of their strong proposal and past successful experiences on similar public building projects. As our construction advisor, KA has been responsible for design input, cost estimating, constructability and phasing reviews, solicitation and review of bids, contract and project management, contractor oversight, and construction quality management.

The City of Fridley's Moore Lake Park is in a highly visible location off Central Avenue and Highway 65. Construction for the new community building and site improvements began in June 2023. The current schedule for completion is this December (see attached).

This amendment is retroactive and is due to subsurface soil corrections, scope additions and material delivery delays. KA's original scope included construction management (CM) services solely for the new community building. Given the complexity of the project and the other projects included in the Park System Improvement Plan that are being constructed this season, city staff identified the need to include oversight of the site improvements. These improvements include new playground equipment, basketball and pickleball courts, upgraded trail networks, flexible lawn spaces, paddle sport water access, lakeside play area, parking areas and stormwater infrastructure. Note KA's fee structure is based on construction costs. The original CM fee of \$286,782 was calculated by using a \$3 million cost for the building. However, given the bids received and adding the site improvements into KA's scope, the proposed CM fee is \$405,941, an increase of 42%. Note this increase is also dependent on the project schedule going from an original duration of five months to seven.

Delays to the overall project schedule are attributed to several reasons. The timing of the adjacent Anoka County roundabout project at Central and Gardena Avenue had a strict completion date. As such, coordination of the park and County projects were paramount, and it impacted direct access for construction of the park improvements. Another factor impacting the schedule was the discovery of unsuitable soils beneath the new building. Soil corrections were necessary to ensure the building had a

Vision Statement

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

structurally sound foundation to build on. Additionally, there was a one month delay in delivery of a critical building element, the structural insulated panels (SIPs), which comprise the building walls and roof. SIP delivery delays are the result of changes to the design requirements affecting long-term performance and product warranty that was discovered late in the design phase. The design requirements added complexity to the project and resulted in longer review times during the shop drawing review phase.

Although the project has experienced what we consider reasonable delays, KA has exhibited an aggressive approach to scheduling during construction. They are highly aware of the City's desire to make up for lost time and are constantly looking for opportunities to improve on the schedule.

The Moore Lake Park project is a unique and exciting project for the City of Fridley and KA has proved to be a great advisor during construction. The requested amendment to KA's CM services corresponds to increased scope and unforeseen delays as outlined above. If approved, the attached amendment would be approved by both parties.

Financial Impact

Funding is provided by bond proceeds through the Capital Investment Program. Staff has realized offsetting revenue and savings within the Parks System Implementation Plan this year to fund the changes that are proposed.

Recommendation

Staff recommends the approval of Resolution No. 2023-117.

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. 2023-117
- Exhibit A – Contract Amendment
- Exhibit B – Project Schedule

Vision Statement

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

Resolution No. 2023-117

Approving Amendment to Agreement for Construction Management Services for Moore Lake Park Community Building and Site Improvements Project

Whereas, on April 25, 2022, the City Council adopted Resolution No. 2022-36, which approves the Park System Improvement Plan Final Report and authorizes staff to begin the implementation phase of the Plan; and

Whereas, the Park System Improvement Plan provides funding for its implementation and includes site improvements in Moore Lake Park; and

Whereas, on September 26, 2022, Council approved an Agreement for Construction Management Services for the Moore Lake Park Community Building Project to Kraus-Anderson in the amount of \$286,782; and

Whereas, staff has directed additional work to improve the outcome of the project to include additional park elements, addressing poor soils, and extending timelines for delivery of specific components; and

Whereas, Kraus-Anderson has performed additional scope of work to include Construction Management Services for the site improvements and for the above-directed changes;

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Amendment to Agreement for Construction Management Services for the Moore Lake Park Community Building and Site Improvements Project in the amount of \$119,159 to Kraus-Anderson. If approved, the contract amount shall be increased from \$286,782 to \$405,941.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**AMENDMENT NO. 01 TO
CONSTRUCTION MANAGER AGREEMENT
City of Fridley Moore Lake Building Project
Fridley, MN**

THIS AMENDMENT TO CONSTRUCTION MANAGER AGREEMENT is made this 1st day of June, 2023 by City of Fridley ("Owner") and Kraus-Anderson Construction Company ("Construction Manager").

WITNESSETH THAT WHEREAS:

A. Owner and Construction Manager are parties to that certain C132-2019 Standard Form of Agreement between Owner and Construction Manager as Adviser dated October 1st, 2022 (the "CM Agreement") with respect to the project identified in the CM Agreement (the "Project").

B. Owner and Construction Manager now desire to amend the CM Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the CM Agreement and agree as follows.

1. Cover Page beneath "The Architect:" ADD "Bid Package 1: WSB, 701 Xenia Avenue S., Suite 300, Minneapolis, MN 55416, 763.541.4800."
2. Cover Page beneath "The Architect:" REPLACE "Oertel Architects, 1795 St. Clair Ave., St. Paul, MN 55105, 651.696.5186." WITH "Bid Package 2: Oertel Architects, 1795 St. Clair Ave., St. Paul, MN 55105, 651.696.51861."
3. Section 1.1.1 REPLACE "The City of Fridley Moore Lake Building consists of approximately 4,100SF of enclosed building space and 4,600SF of outdoor gathering space for a construction budget of \$3,000,000." WITH "The City of Fridley Moore Lake Building consists of approximately 4,100SF of enclosed building space and 4,600SF of outdoor gathering space for a construction budget of \$5,905,000."
4. In Section 1.1.2, REPLACE "The projects final composition shall be determined during the design phase. For purposes of this agreement, the building consists of approximately 4,100SF of enclosed building space and 4,600SF of outdoor gathering space constructed of a steel frame and meal stud on top of a concrete foundation. The project will replace the existing park building in a similar location and will be surrounded by adjacent projects owned or managed by other entities with whom Kraus-Anderson will need to coordinate." WITH "The projects consists of a building, parking lot and miscellaneous park trails and features. The building consists of approximately 4,100SF of enclosed building space and 4,600SF of outdoor gathering space constructed of SIPS (structurally insulated panels) and moderate structural steel framing on top of a concrete foundation."
5. In Section 1.1.3, REPLACE "Construction Budget is Three Million Dollars (\$3,000,000.00) with a project budget of approximately Four Million Dollars (\$4,000,000.00). Project budget amounts may adjusted based on final scope of the project." WITH "Project budget is approximately Six Million Five Hundred Thousand Dollars (\$6,500,000.00) with a construction budget of approximately Six Million Dollars (\$6,000,000.00)."
6. In Section 1.1.4.3 REPLACE "Tentatively Five (5.0) months from the commencement of construction pending the projects final design and start date." WITH "Seven (7.0) months from the commencement of construction."
7. In Section 1.1.6 REPLACE "To Be Determined" WITH "N/A"
8. In Section 1.1.7 REPLACE "To Be Determined" WITH "N/A"
9. In Section 11.1.2, REPLACE "The Construction Manager shall be paid (i) a lump sum fixed fee of \$58,500.00 (ii) a stipulated sum of \$218,282.00 for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Managers' field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any reimbursable expenses." WITH "The Construction Manager shall be paid

Kraus-Anderson Construction Company

**AMENDMENT NO. 01 TO
CONSTRUCTION MANAGER AGREEMENT
City of Fridley Moore Lake Building Project
Fridley, MN**

- (i) a lump sum fixed fee of \$96,525.00 (ii) a stipulated sum of \$299,416.00 for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Managers' field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any reimbursable expenses
10. In Section 11.1.2, REPLACE "For the Construction Manager's cost for administering and managing the Project referenced in Section 11.1.2 (ii), the stipulated sum assumes a five (5) month schedule for the construction phase. Should the construction phase extend beyond the five (5) months, the construction manager is entitled to charge amounts at the hourly rates set forth in Section 11.5 not to exceed the following: (i) \$10,100 per each additional week or (ii) \$43,700.00 per each additional month." WITH "For the Construction Manager's cost for administering and managing the Project referenced in Section 11.1.2 (ii), the stipulated sum assumes a seven (7.0) month schedule for the construction phase. Should the construction phase extend beyond the seven (7.0) months, the construction manager is entitled to charge amounts at the hourly rates set forth in Section 11.5 not to exceed the following: (i) \$10,100 per each additional week or (ii) \$43,700.00 per each additional month."
11. The Owner agrees to pay the CM a lump sum amount as indicated on for the Project.
12. The Owner and Construction Manager hereby agree to execute future Amendments to the CM Agreement at appropriate intervals to incorporate Preconstruction and Construction Phase fees and costs for the Construction Manager's Basis Services.
13. Except as modified herein, the CM Agreement shall remain in full force according to its terms.
14. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of this document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 01 to Construction Manager Agreement as of the date first set forth above. The undersigned further acknowledges that he or she is authorized to enter into this Amendment on behalf of the party designated below.

Dated: _____, 2023 City of Fridley, Fridley, MN

Signed: _____ Signed: _____

By: _____ By: _____

Its: _____ Its: _____

Dated: _____, 2023 Kraus Anderson Construction Company

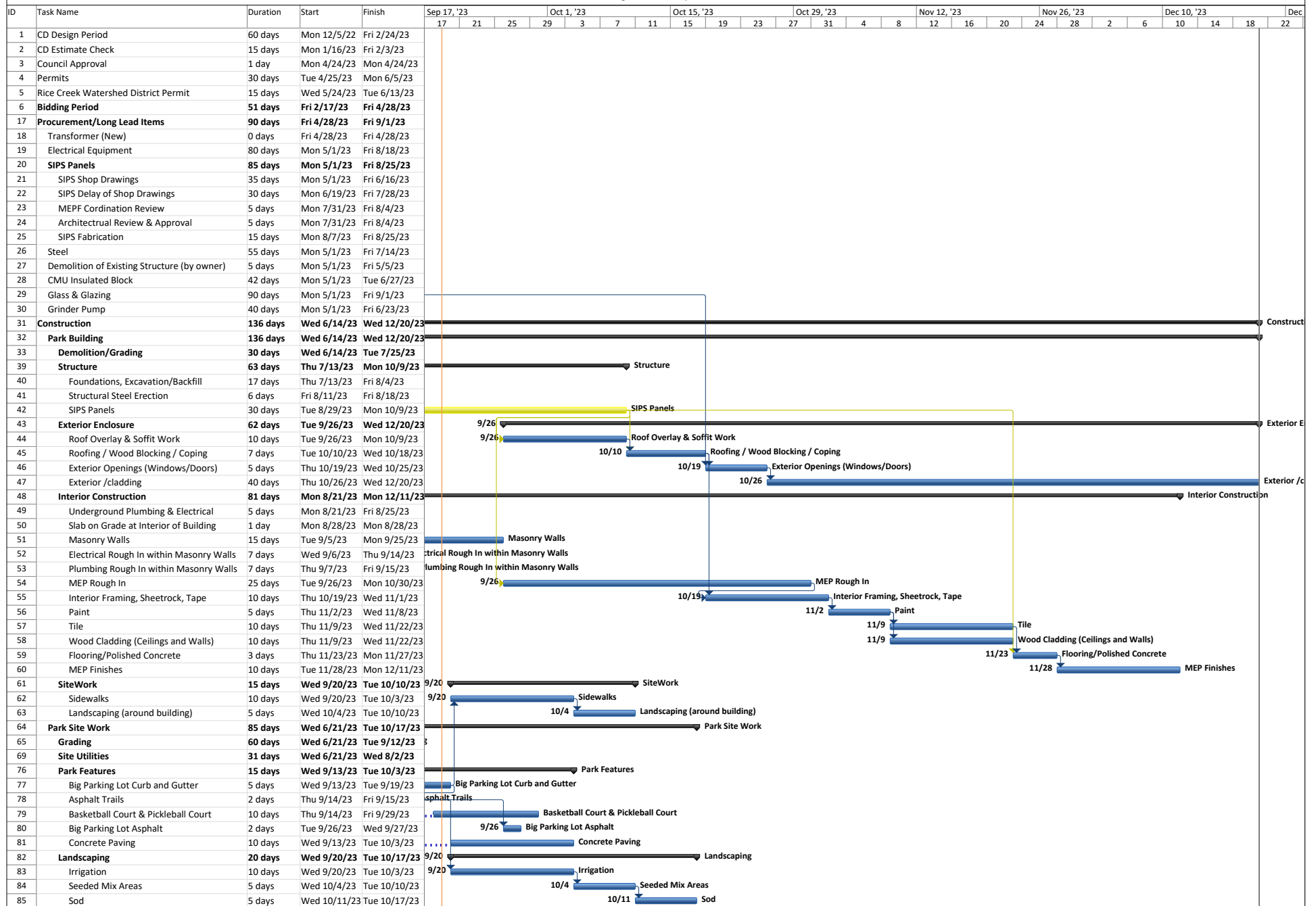
Signed: _____

By: _____

Its: _____

Kraus-Anderson Construction Company

CITY OF FRIDLEY - MOORE LAKE PARK
Construction Progress Schedule Update 9/18/2023





AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer
Scott Hickok, Community Development Director

Title

Resolution No. 2023-118, Approving Issuance and Sale of Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2

Background

The City of Fridley (City) previously issued conduit Multifamily Housing Revenue Bonds (Moon Plaza Project) as was approved at the June 12 City Council Meeting. The bonds consisted of \$25,835,000 Series 2023A, \$14,810,000 Taxable Series 2023B (consisting of a Subseries 2023 B-1 and a Subseries 2023B-2) and \$4,566,000 Taxable Series 2023C to finance the acquisition and construction of an approximately 250,000 square-foot rentable apartment community that will consist of an approximately 169-unit multifamily housing development for households of low and moderate income, and functionally related facilities, including an underground parking garage, expected to be known as Moon Plaza Apartments, located at approximately 6257 University Avenue NE.

The City has received a proposal from Roers Fridley Apartments Owner II LLC, that the City issued its Multifamily Housing Revenue Bonds, Taxable Subseries 2023B-1-2 Bonds (Taxable Trail) in a principal amount not to exceed \$12,500,000 to finance the refunding and redemption of the Subseries 2023B-1-1 Bonds (Tax Credit Bridge), in accordance with the terms of the indenture of trust dated as of July 1, 2023 between the City and US Bank, as the trustee, and the loan agreement dated as of July 1, 2023 between the City and the borrower.

The transaction is simply a refinancing of conduit financing already issued and not an increase to the original amount issued. There is no liability to the City and the full faith and credit of the City will not be pledged to the payment of principal and interest on the Bonds. This refinancing was contemplated in the documents at the time of the original closing in July.

Financial Impact

The bonds do not constitute a debt of the City and the City will have no duty to make any payments or pledge any security to the repayment of the bonds, both of which remain the responsibility of the Borrower. Additionally, the Borrower is responsible for any costs (underwriting, legal, etc.) associated with the issuance process. The issuance of the bonds will not affect the City's credit rating and the

Vision Statement

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

bonds are not subject to any applicable debt limits. Being this is a refinancing, there is not an administrative issuance fee due to the City.

Recommendation

Staff recommend the approval of Resolution No. 2023-118.

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. 2023-118
- Draft Refinancing Documents

Vision Statement

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

Resolution No. 2023-118

Approving Issuance and Sale of Multifamily Housing Revenue Bonds (Moon Plaza Apartments Project), Taxable Subseries 2023B-1-2

Whereas, The City of Fridley, Minnesota (Issuer or City) is authorized pursuant to Minnesota Statutes, Chapter 462C, as amended (Act), to finance the making or purchasing of loans with respect to multifamily housing developments within the boundaries of the City through the issuance of revenue obligations; and

Whereas, Pursuant to the Act, the full faith and credit of the City will not be pledged to the payment of the principal of, premium, if any, and interest on the Bonds (as defined below); and

Whereas, The City previously issued its Multifamily Housing Revenue Bonds (Moon Plaza Project), consisting of \$25,835,000 Series 2023A (Series 2023A Bonds), \$14,810,000 Taxable Series 2023B (comprised of Subseries 2023B-1 (Tax Credit Bridge) the "Subseries 2023B-1 Bonds" and Subseries 2023B-2 (Taxable Tail) (Subseries 2023B-2 Bonds and, with the Subseries 2023B-1 Bonds, the Series 2023B Bonds), and \$4,566,000 Taxable Series 2023C Bonds (Series 2023C Bonds) to finance the acquisition and construction of an approximately 250,000 square-foot rentable apartment community that will consist of an approximately 169-unit multifamily housing development for households of low and moderate income, and functionally related facilities, including an underground parking garage, expected to be known as Moon Plaza Apartments, located at approximately 6257 University Avenue NE, in the City (Project), which will be owned and operated by the Borrower; and

Whereas, The City has received a proposal from Roers Fridley Apartments Owner II LLC, a Minnesota limited liability company (Borrower), that the City issue its Multifamily Housing Revenue Bonds (Moon Plaza Apartments Project), Taxable Subseries 2023B-1-2 Bonds (Subseries 2023B-1-2 Bonds) in a principal amount not to exceed \$12,500,000 to finance the refunding and redemption of the Subseries 2023B-1-1 Bonds, in accordance with the terms of the Indenture of Trust dated as of July 1, 2023 (Original Indenture) between the City and U.S. Bank Trust Company, National Association (Trustee) and the Loan Agreement dated as of July 1, 2023 (Original Loan Agreement) between the City and the Borrower; and

Whereas, No public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

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

1. The Borrower has proposed that the Issuer issue and sell its Subseries 2023B-1-2 Bonds in an amount not to exceed \$12,500,000 to refinance a portion of the costs of the Project, in accordance with this Resolution, a First Supplemental Indenture of Trust ("Supplemental Indenture" and, with the Original Indenture, "Indenture") between the Issuer and the Trustee, and consented to by the Borrower, and a First Amendment to Loan Agreement between the

Issuer and the Borrower, and consented to by the Trustee (the "Loan Agreement Amendment and, with the Original Loan Agreement, the "Loan Agreement").

2. Pursuant to the terms of the Loan Agreement Amendment, anticipated to be dated as of a date in either September or October of 2023, the Issuer will loan the proceeds of the Subseries 2023B-1-2 Bonds (Loan) to the Borrower to refinance a portion of the Project by refunding and redeeming the Subseries 2023B-1-1 Bonds, and to pay accrued interest and costs of issuance related thereto, and, in turn, the Borrower will provide a Promissory Note to the Issuer to evidence its repayment obligation under the Loan Agreement (Note).

3. The Borrower and the Trustee will execute a First Amendment to Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing (Mortgage Amendment) to secure the Note.

4. The Borrower and related parties will provide other collateral and guaranties to secure the Subseries 2023B-1-2 Bonds.

5. The Issuer and the Borrower will enter into a Placement Agreement (Bond Placement Agreement) with Piper Sandler & Co. (Placement Agent) providing for the placement of the Subseries 2023B-1-2 Bonds from the Issuer by the Placement Agent and setting forth the terms and conditions of placement with a financial institution, currently expected to be Alerus Financial, Inc.

6. Forms of the following documents have been submitted to the City Council:

- (a) Supplemental Indenture;
- (b) Loan Agreement Amendment;
- (c) Subseries 2023B-1-2 Bonds (as an exhibit to the Supplemental Indenture);
- (d) Mortgage Amendment; and
- (e) Placement Agreement.

The documents listed in (a) through (c) and (e) are hereafter referred to as the "Bond Documents."

7. It is hereby found, determined, and declared that:

(a) the issuance and sale of the Subseries 2023B-1-2 Bonds, the execution and delivery by the Issuer of the Bond Documents and the performance of all covenants and agreements of the Issuer contained in the Bond Documents and of all other acts and things required under the constitution and laws of the State of Minnesota to make the Bond Documents and the Subseries 2023B-1-2 Bonds valid and binding obligations of the Issuer in accordance with their terms, are authorized by the Act;

(b) it is desirable that the Subseries 2023B-1-2 Bonds be issued by the Issuer upon the terms set forth in this Resolution and the Indenture;

(c) the basic payments under the Loan Agreement are fixed to produce revenue sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Subseries 2023B-1-2 Bonds issued hereunder and the remaining Outstanding Bonds (as defined in the Indenture) when due, and the Loan Agreement also provides that the Borrower is required to pay all expenses of the operation and maintenance of the Project, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project premises and payable during the term of the Loan Agreement;

(d) under the provisions of the Act and as provided in the Loan Agreement, the Subseries 2023B-1-2 Bonds are not to be payable from or charged upon any funds other than the revenue pledged to the payment thereof; the Issuer is not subject to any liability thereon; no holder of the Subseries 2023B-1-2 Bonds shall ever have the right to compel any exercise by the Issuer of its taxing powers to pay the Subseries 2023B-1-2 Bonds or the interest or premiums thereon, or to enforce payment thereof against any property of the Issuer except the interests of the Issuer in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Subseries 2023B-1-2 Bonds shall not constitute a charge, lien, or encumbrance, legal or equitable upon any property of the Issuer except the interests of the Issuer in the Loan Agreement which have been assigned to the Trustee under the Indenture; the Subseries 2023B-1-2 Bonds shall recite that the Subseries 2023B-1-2 Bonds are issued without moral obligation on the part of the state or its political subdivisions, and that the Subseries 2023B-1-2 Bonds, including interest thereon, is payable solely from the revenues pledged to the payment thereof; and, the Subseries 2023B-1-2 Bonds shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation.

8. The forms of the Bond Documents and the Mortgage Amendment are approved substantially in the forms submitted. The Bond Documents, in substantially the forms submitted, are directed to be executed in the name and on behalf of the City by the Mayor and City Manager, or their designees. Any other documents and certificates necessary to the transaction described above shall be executed by the appropriate City officers or their designees. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed, and recorded as provided herein and in the Bond Documents.

9. The Issuer shall proceed forthwith to issue the Subseries 2023B-1-2 Bonds, in the form and upon the terms set forth in the Indenture and at a net interest rate on the Subseries 2023B-1-2 not to exceed 8% per annum. The Subseries 2023B-1-2 Bonds will be purchased on substantially the terms set forth in the Indenture and this Resolution. The Mayor and City Manager are authorized and directed to prepare and execute the Subseries 2023B-1-2 Bonds as prescribed herein and to deliver them to the Trustee for authentication and delivery to the original purchaser(s) thereof.

10. The Mayor and City Manager and other officers of the Issuer are authorized and directed to prepare and furnish to the Trustee certified copies of all proceedings and records of the Issuer relating to the Subseries 2023B-1-2 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality of the Subseries 2023B-1-2 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained herein.

11. The approval hereby given to the various documents referred to above includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and the Issuer officials authorized herein to execute said documents prior to their execution; and said Issuer officials are hereby authorized to approve said changes on behalf of the Issuer. The execution of any instrument by the appropriate official or officials herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof.

12. The approval hereby given to the Bond Documents and the various other documents referred to in paragraph 7 above includes approval of (a) such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by Bond Counsel, the Placement Agent, the City Attorney and the Issuer officials authorized herein to execute said documents prior to their execution and (b) such additional documents, agreements or certificates as may be necessary and appropriate in connection with the Bond Documents and with the issuance and sale of the Series 2023B-1-2 Bonds and approved by Bond Counsel, the Placement Agent, the City Attorney and Issuer officials authorized herein to execute said documents prior to their execution; and said City Attorney and Issuer officials are hereby authorized to approve said changes or additional documents, agreements or certificates on behalf of the Issuer. The execution of any instrument by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms thereof and hereof. In the absence (or inability) of the Mayor or the City Manager, any of the documents authorized by this resolution to be executed by them may be executed by the Acting Mayor or the Acting City Manager, or their designees.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

FIRST AMENDMENT TO LOAN AGREEMENT

between

CITY OF FRIDLEY, MINNESOTA

and

ROERS FRIDLEY APARTMENTS OWNER II LLC

Dated as of September 1, 2023

This instrument was drafted by:

Taft Stettinius & Hollister LLP (CJC)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

THIS FIRST AMENDMENT TO LOAN AGREEMENT, dated as of September 1, 2023, between the CITY OF FRIDLEY, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota (the “Issuer”), and ROERS FRIDLEY APARTMENTS OWNER II LLC, a Minnesota limited liability company (the “Borrower”);

RECITALS:

1. The Issuer and the Trustee previously entered into an Indenture of Trust dated as of July 1, 2023 (the “Original Indenture”) pursuant to which the Issuer issued its (i) \$25,835,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A, (ii) \$14,810,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B (comprised of the Subseries 2023B-1 Bonds (Tax Credit Bridge) and Subseries 2023B-2 Bonds (Taxable Tail)), and (iii) \$4,566,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C; and

2. The Issuer and the Borrower previously entered into a Loan Agreement dated as of July 1, 2023 (the “Original Loan Agreement”), pursuant to which the Borrower agreed to make loan repayments in amounts and at times that would be sufficient to pay when due the principal of, premium, if any, and interest on the revenue bonds authorized under the Original Indenture; and

3. The Issuer and the Borrower, propose to issue additional bonds pursuant to the Original Indenture as supplemented and amended by the First Supplemental Indenture, dated as of September 1, 2023 (as so supplemented and amended, the “Indenture”), between the Issuer and the Borrower to (i) refund and redeem the outstanding principal balance of, and accrued interest on, the Subseries 2023B-1-1 Bonds (as defined herein) and (ii) fund costs of issuance; and

4. The Issuer and the Trustee, with the agreement of the Borrower, have entered into a First Supplemental Indenture of Trust dated as of the date hereof (the “First Supplemental Indenture”) providing for issuance by the Issuer of its \$_____ Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2; and

5. Further, pursuant to Section 8.3 of the Original Indenture, the Issuer and the Borrower desire to amend the Original Loan Agreement to provide for additional loan repayments in amounts and at times which will be sufficient to pay when due the principal of, premium, if any, and interest on the Subseries 2023B-1-2 Bonds (as defined herein) and to make certain other changes to the Original Loan Agreement; and

6. Upon the execution of this First Amendment to Loan Agreement, the Original Loan Agreement shall be modified in accordance herewith, and this First Amendment to Loan Agreement shall form a part of the Original Loan Agreement for all purposes and every Holder of Bonds theretofore or thereafter authenticated and delivered under the Original Indenture shall be bound thereby; and

7. Capitalized terms used herein (unless otherwise defined herein) shall have the meanings set forth in the Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto DO HEREBY AGREE as follows:

ARTICLE I RECITALS

Section 1.1. Recitals.

The second recital of the Original Loan Agreement is hereby amended in its entirety to read as follows:

WHEREAS, the Issuer has determined that the public purposes set forth in the Act will be furthered by the issuance, sale and delivery of its (i) \$25,835,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A Bonds, (ii) \$_____ Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B (comprised of the Subseries 2023B-1 Bonds (Tax Credit Bridge) and Subseries 2023B-2 Bonds (Taxable Tail)), and (iii) \$ 4,566,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C, pursuant to an Indenture of Trust (as amended, modified or supplemented from time to time, the “Indenture”), dated as of July 1, 2023, by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (together with any successor trustee under the Indenture and their respective successors and assigns, the “Trustee”), to make a loan or loans (the “Loan”) to the Borrower to provide funds to finance the costs of the acquisition, construction and equipping of the Project (as defined below), along with capitalized interest related to the Bonds; and

ARTICLE II LOAN AND PROVISIONS FOR REPAYMENT

Section 2.1. Termination; Voluntary Prepayment and Redemption. Subparagraphs (b) and (c) of Section 2.3 of the Original Loan Agreement are hereby deleted in their entirety and replaced with the following:

(b) The Loan (and the Notes) may be prepaid by the Borrower, and the Bonds shall be optionally redeemed pursuant to Section 2.12(a) of the Indenture, on any Interest Payment Date on or after June 1, 2033 with respect to the Series 2023A Bonds, on any date on or after September 1, 2023 with respect to the Subseries 2023B-1-1 Bonds, on any date with respect to the Subseries 2023B-1-2 Bonds, on any Interest Payment Date on or after June 1, 2038 with respect to the Subseries 2023B-2 Bonds, and on any Interest Payment Date on or after June 1 2030 with respect to the Series 2023C Bonds, upon the payment of the redemption price specified in Section 2.12(a) of the Indenture plus premium, if any, and interest accrued thereon to, but not including, the date of redemption.

(c) Acceleration of the obligations of the Borrower hereunder upon an Event of Default prior to June 1, 2033 with respect to the Series 2023A Bonds, September 1, 2023 with respect to the Subseries 2023B-1-1 Bonds, prior to Stabilization with respect to the Subseries 2023B-1-2 Bonds, June 1, 2038 with respect to the Subseries 2023B-2 Bonds, and June 1, 2030 with respect to the Series 2023C Bonds, shall constitute an evasion of the prepayment provisions of this Agreement and any tender of payment of an amount necessary to satisfy the entire indebtedness evidenced by this Agreement shall include an acceleration premium, equal to the amount of interest which would have accrued on the amount of Bonds scheduled to be Outstanding from the date of acceleration to, but not

including, June 1, 2033 with respect to the Series 2023A Bonds, September 1, 2023 with respect to the Subseries 2023B-1-1 Bonds, the Stabilization Date with respect to the Subseries 2023B-1-2 Bonds, June 1, 2038 with respect to the Subseries 2023B-2 Bonds, and June 1, 2030 with respect to the Series 2023C Bonds.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BORROWER

Section 3.1. Validity and Binding Effect of Supplemental Documents. The following new Section 5.26 is hereby added to the end of Article V of the Original Loan Agreement:

Section 5.26 Validity and Binding Effect of Supplemental Documents.

The First Amendment to Loan Agreement and the other Supplemental Documents to which the Borrower is a party are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Legal Requirement affecting creditors' rights generally.

ARTICLE IV GENERAL COVENANTS

Section 4.1. Reporting Requirements. Section 6.9(b) of the Original Loan Agreement is hereby amended by deleting the first phrase in its entirety and replacing it with the following:

As soon as available and in any event within one hundred twenty (120) days with respect to (i) and (ii) below and within ninety (90) days with respect to (iii) below, after the close of each Fiscal Year of the Borrower:

Section 4.2. Payment of Indebtedness; Accounts Payable; Restrictions on Indebtedness. Section 6.13 of the Original Loan Agreement is hereby amended by deleting subparagraph (d) thereof in its entirety.

Section 4.3. Stabilization Shortfall. Section 6.36 of the Original Loan Agreement is hereby amended by deleting all references to "Subseries 2023B-1 Bonds" and replacing them with "Subseries 2023B-1-1 Bonds".

Section 4.4. Covenants for the Benefit of the Bank. The Original Loan Agreement is hereby amended by adding a new Section 6.39 that reads as follows:

Section 6.39 Covenants for the Benefit of the Bank. The Borrower hereby makes the following additional covenants for the benefit of the Bank, which shall apply only so long as the Subseries B-1-2 Bonds remain Outstanding:

(a) The Project Revenue Account shall be held on deposit with the Bank until such time as the Subseries 2023B-1-2 Bonds have been paid in full at maturity,

redemption, or otherwise. Thereafter, the Project Revenue Account shall be held on deposit with the Trustee.

(b) The Borrower will furnish or cause to be furnished to the Bank in form satisfactory to the Bank and in such number of copies as the Bank may reasonably require its business tax returns as soon as available, but in no event no later than thirty (30) days after the applicable filing date for the tax reporting period has ended. Such tax returns shall include all federal and other governmental tax returns, including all statements, schedules, K-1s, and IRS Forms 8609, as prepared by a certified public account.

(c) Except for distributions made on any date that is an Issue Date, the Borrower shall make no distributions prior to the Stabilization Date.

(d) The Borrower shall provide to the Bank a new Certificate of Beneficial Ownership, in form and substance acceptable to the Bank, when the individual(s) to be identified as a Beneficial Owner have changed. Upon request, the Borrower shall provide to the Bank confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership provided to the Bank and such other information and documentation as may be reasonably requested by the Bank from time to time for purposes of compliance by the Bank with applicable laws (including, without limitation, the PATRIOT Act and any other “know your customer” and anti-money laundering rules and regulations), and any policy or procedure implemented by the Bank to comply therewith. With respect to this paragraph only, “Beneficial Owner” shall mean, for the Borrower, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of the Borrower’s equity interests; and (b) a single individual with significant responsibility to control, manage or direct the Borrower and “Certificate of Beneficial Ownership” shall mean a certificate, in form and substance acceptable to the Bank (as amended or modified by the Bank from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower.

(e) The Borrower shall deliver, or cause to be delivered to the Bank, copies of all notices, reports, draw requests, funding requisitions, inspecting architect reports, and other documents delivered to the Controlling Person pursuant to the Loan Agreement and the other Bond Documents, including, without limitation, a copy of each Requisition and all supporting documentation required in connection with any advance of proceeds.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Default Rate: Acceleration Premium. Section 7.8 of the Original Loan Agreement is hereby deleted in its entirety and replaced with the following:

Section 7.8 Default Rate; Acceleration Premium.

In the event there shall have occurred an acceleration of the obligations of the Borrower hereunder following an Event of Default on or before June 1, 2033 with respect to the Series 2023A Bonds, September 1, 2023 with respect to the Subseries 2023B-1-1 Bonds, the Stabilization Date with respect to the Subseries 2023B-1-2 Bonds, June 1, 2038 with respect to Subseries 2023B-2 Bonds, and June 1, 2030 with respect to the Series 2023C Bonds any tender of payment of an amount necessary to satisfy the indebtedness evidenced by this Agreement shall include the acceleration premium set forth in Section 2.3(c) hereof. In addition, in the event that principal or interest payable hereunder is not paid when due, there shall be payable on the amount not timely paid, interest at the Default Rate until the unpaid amount, together with interest thereon, shall have been paid in full.

ARTICLE VI CONSTRUCTION AND FUNDING OF ADVANCES

Section 6.1 Subsequent Advances. Section 9.13 of the Original Loan Agreement is amended by adding a new paragraph (l) that reads as follows:

(l) While the Subseries B-1-2 Bonds remain Outstanding, the Bank shall have the same authority as the Controlling Person to approve all Requisitions of proceeds from the Series 2023B Bond Proceeds Subaccount of the Project Fund; provided, however, that such approval may be provided to the Trustee by electronic mail.

ARTICLE VII MISCELLANEOUS

Section 7.1. Exhibit A. Exhibit A of the Original Loan Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached to this First Amendment to Loan Agreement.

Section 7.2 Schedule 3. Schedule 3 of the Original Loan Agreement is hereby deleted in its entirety and replaced with the Schedule 3 attached to this First Amendment to Loan Agreement.

Section 7.3. Binding Effect. This First Amendment to Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, and the Trustee and their respective successors and assigns.

Section 7.4. Invalidity. In the event any provisions of this First Amendment to Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5. Counterparts. This First Amendment to Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6. Limitation on Liability of Issuer. No agreements or provisions contained in this First Amendment to Loan Agreement nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project shall give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, or shall obligate the Issuer financially in any way except with respect to the Security, and any financial liability of the Issuer with respect to this First Amendment to Loan Agreement or the Bonds shall be limited solely and exclusively to the Security. No failure of the Issuer to comply with any term, condition, covenant or agreement herein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Security; and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer.

Section 7.7. Full Force and Effect. Except as herein amended, all other terms and provisions of the Original Loan Agreement, as originally executed, shall remain in full force and effect as of the date hereof and govern the Bonds (including, without limitation, the indemnification provisions in the Original Loan Agreement). The Issuer and the Borrower hereby reaffirm that their respective representations in Article IV and Article V of the Original Loan Agreement are true and accurate as of the date hereof; provided, however, that such representations, to the extent such representations concern the Series 2023A Bonds, Series 2023B-2 Bonds, or Series 2023C Bonds or any transactions related thereto, are reaffirmed as of the date of the Original Loan Agreement.

Section 7.8. Electronic Signatures. Except as modified herein, all of the terms and to the fullest extent permitted by applicable law and except for the certificate of authentication on the Bonds (which must be manually signed by an authorized representative of the Trustee) and instruments of transfer of the Bonds, the parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment to Loan Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message, then such signature is a valid and binding signature of the authorized representative of such party.

[Rory Duggan to provide language for exercise of remedies in event of default and for transfer other than a permitted transfer.]

IN WITNESS WHEREOF, the City of Fridley, Minnesota and Roers Fridley Apartments Owner II LLC have caused this First Amendment to Loan Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first written above and all pursuant to the authority granted in resolutions adopted by the City and the Borrower prior to the date hereof.

CITY OF FRIDLEY, MINNESOTA

By: _____
Mayor

By: _____
Administrator

Signature Page to First Amendment to Loan Agreement between
City of Fridley, Minnesota and Roers Fridley Apartments Owner II LLC

**ROERS FRIDLEY APARTMENTS OWNER II
LLC, a Minnesota limited liability company**

By: Roers Fridley Apartments Managing Member II
LLC, a Minnesota limited liability company
Its: Managing Member

By: _____
Tom Cronin
Its: Authorized Signer

Signature Page to First Amendment to Loan Agreement between
City of Fridley, Minnesota and Roers Fridley Apartments Owner II LLC

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee under the Indenture, hereby consents to the First Amendment to Loan Agreement.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Its: _____

Signature Page to First Amendment to Loan Agreement between
City of Fridley, Minnesota and Roers Fridley Apartments Owner II LLC

EXHIBIT A FORM OF PROMISSORY NOTES

AFTER THE ENDORSEMENT AS HEREON PROVIDED AND PLEDGE OF THIS NOTE, THIS NOTE MAY NOT BE ASSIGNED, PLEDGED, ENDORSED OR OTHERWISE TRANSFERRED EXCEPT TO AN ASSIGNEE OR SUCCESSOR OF THE TRUSTEE IN ACCORDANCE WITH THE INDENTURE, BOTH REFERRED TO HEREIN.

_____, 2023

FOR VALUE RECEIVED, Roers Fridley Apartments Owner II LLC, a limited liability company duly formed and validly existing under the laws of the State of Minnesota (the “Borrower”), by this promissory note hereby promises to pay to the order of the City of Fridley, Minnesota (the “Issuer”) the principal sum of Twenty-Five Million Eight Hundred Thirty-Five Thousand and no/100 Dollars (\$25,835,000) [_____ Million _____ Thousand and no/100 Dollars (\$_____)] [Three Million Two Hundred Fifty Thousand and no/100 Dollars (\$3,250,000)] [Four Million Five Hundred Sixty-Six Thousand and no/100 Dollars (\$4,566,000)] together with interest on the unpaid principal amount hereof, from the Issue Date (as defined in the Indenture referenced below) until paid in full, at a rate per annum equal to the rate of interest borne by the Bonds (as hereinafter defined), and acceleration premium, if any, on the Bonds. All such payments of principal, interest and acceleration premium, if any, shall be made in funds which shall be immediately available on the due date of such payments and in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association at 60 Livingston Avenue, St. Paul, Minnesota, 55107 or its successor as trustee under the Indenture (the “Trustee”).

The principal amount and interest shall be payable on the dates and in the amounts set forth on **Schedule 3** of the Agreement (as hereinafter defined) and on such other dates, that principal and redemption price of, and interest on the Bonds, and the acceleration premium, if any, are payable, subject to prepayment as provided in the Indenture and the Agreement.

This promissory note one of the four “Notes” in the form attached to the Loan Agreement as Exhibit A, dated as of July 1, 2023 (as the same may be amended, modified or supplemented from time to time, the “Agreement”), between the Borrower and the Issuer, the terms, conditions and provisions of which are hereby incorporated by reference.

This Note and the payments required to be made hereunder are irrevocably assigned, without recourse, representation or warranty, and pledged to the Trustee under the Indenture of Trust, dated as of July 1, 2023 (as the same may be amended, modified or supplemented from time to time, the “Indenture”), by and between the Issuer and the Trustee, and such payments will be made directly to the Trustee for the account of the Issuer pursuant to such assignment. Such assignment is made as security for the payment of \$[25,835,000][_____] [3,250,000] [4,566,000] in aggregate principal amount of the Issuer’s [Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A (the “Series 2023A Bonds”)] [Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable] Subseries 2023B-1-2 (Tax Credit Bridge) (the “Subseries 2023B-1-2 Bonds”) [Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-2 (Taxable Tail) (the “Subseries 2023B-2 Bonds”) [Multifamily Housing Revenue Bonds (Moon

Plaza Project), Taxable Series 2023C (the “Series 2023C Bonds”] or the “Bonds”), issued by the Issuer pursuant to the Indenture. All the terms, conditions and provisions of the Indenture and the Bonds are hereby incorporated as a part of this Note. The terms of Section 10.14 of the Loan Agreement are hereby incorporated as if more particularly set forth herein.

Under certain circumstances, the Borrower may at its option and may be required to, prepay all or any part of the amount due on this Note, together with accrued interest thereon, as provided in the Agreement.

Presentation, demand, protest and notice of dishonor are hereby expressly waived by the Borrower.

The Borrower hereby promises to pay reasonable costs of collection and reasonable attorneys’ fees in case of an Event of Default on this Note, as set forth in the Agreement.

This Note shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to conflict of laws principles.

All agreements between Borrower and Issuer, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency or event whatsoever, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to Issuer exceed interest computed at the Maximum Rate (as defined below). If, from any circumstance whatsoever, interest would otherwise be payable to Issuer in excess of interest computed at the Maximum Rate, the interest payable to Issuer shall be reduced to interest computed at the Maximum Rate; and if from any circumstance Issuer shall ever receive anything of value deemed interest by applicable law in excess of interest computed at the Maximum Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Borrower. All interest paid or agreed to be paid to Issuer shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed interest computed at the Maximum Rate. This section shall control all agreements between Borrower and Issuer, and any successive holder of this Note. The term “Maximum Rate” shall mean the highest lawful rate of interest applicable to the loan transaction evidenced by this Note taking into account whichever of applicable federal law or Minnesota law permits the higher rate of interest, and after also taking into consideration all compensation deemed interest under applicable law.

[Signature Pages to Follow]

**ROERS FRIDLEY APARTMENTS OWNER II
LLC, a Minnesota limited liability company**

By: Roers Fridley Apartments Managing Member II
LLC, a Minnesota limited liability company

Its: Managing Member

By: _____

Its: _____

ENDORSEMENT

Pay to the order of U.S. Bank Trust Company, National Association without recourse, as Trustee under the Indenture referred to in the within mentioned Indenture, as security for the [Series 2023[A][C]][Subseries 2023B-[1-2]][2]] Bonds issued under such Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

CITY OF FRIDLEY, MINNESOTA

By: _____
Scott J. Lund
Mayor

By: _____
Walter T. Wysopal
City Manager

Dated: _____, 2023

**SCHEDULE 3
SCHEDULE OF DEBT SERVICE PAYMENTS**

[See Attached]

[TO COME FROM PIPER AND BANK]

**FIRST SUPPLEMENTAL
INDENTURE OF TRUST**

Between

CITY OF FRIDLEY, MINNESOTA

And

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee

Dated as of September 1, 2023

\$_____ City of Fridley, Minnesota Multifamily Housing Revenue Bonds
(Moon Plaza Project) Taxable Subseries 2023B-1-2

This instrument was drafted by:

Taft Stettinius & Hollister LLP (CJC)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST, dated as of September 1, 2023, between the CITY OF FRIDLEY, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota (the “Issuer”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee (the “Trustee”),

RECITALS

1. The Issuer and the Trustee previously entered into an Indenture of Trust dated as of July 1, 2023 (the “Original Indenture”) pursuant to which the Issuer issued its (i) \$25,835,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A, (ii) \$14,810,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B (comprised of the Subseries 2023B-1 Bonds (Tax Credit Bridge) and Subseries 2023B-2 Bonds (Taxable Tail)), and (iii) \$4,566,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C; and

2. As permitted by Section 6.13(d) of the Loan Agreement (as defined herein), at the request of Roers Fridley Apartments Owner II LLC, a Minnesota limited liability company (together with its permitted successors and assigns, the “Borrower”), the Issuer and the Trustee are entering into this First Supplemental Indenture of Trust (the “First Supplemental Indenture”) pursuant to which the Issuer is issuing its \$_____ Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2 as additional bonds in order to refund and redeem the outstanding principal balance of, and accrued interest on, the Subseries 2023B-1-1 Bonds (as defined herein); and

3. Upon the execution of this First Supplemental Indenture, the Original Indenture shall be modified in accordance herewith, and this First Supplemental Indenture shall form a part of the Original Indenture for all purposes and every Holder of Bonds theretofore or thereafter authenticated and delivered thereunder shall be bound thereby; and

4. Capitalized terms used herein (unless otherwise defined herein) shall have the meanings set forth in the Original Indenture, as supplemented hereby.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE I

RECITALS

Section 1.1. RECITALS.

The second recital of the Original Indenture is hereby deleted in its entirety and replaced with the following:

WHEREAS, the Issuer has determined to issue and sell its (i) \$25,835,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A, (ii) \$_____ Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B comprised of the Subseries 2023B-1-2 Bonds (Tax Credit Bridge) and Subseries 2023B-2 Bonds (Taxable Tail)), and (iii) \$4,566,000 Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C, for the purpose of (i) financing and refinancing the cost of acquisition and construction of an approximately 250,000-square-foot rentable apartment community that will consist of an approximately 169-unit multifamily housing development for households of low and moderate income, and functionally related facilities, expected to be known as Moon Plaza, to be located at approximately 6257 University Avenue NE in the City (the “Project”), (ii) funding capitalized interest, and (iii) funding costs of issuance, all pursuant to this Indenture and the Loan Agreement, dated as of July 1, 2023, as amended, modified or supplemented from time to time, including as amended by a First Amendment to Loan Agreement, dated as of September 1, 2023, by and between the Issuer and Roers Fridley Apartments Owner II LLC, a limited liability company duly organized and validly existing under the laws of the State of Minnesota (together with its permitted successors and assigns, the “Borrower”); and

ARTICLE II

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 2.1 Definitions. (a) The following definitions contained in Section 1.1 of the Original Indenture are hereby deleted in their entirety and replaced with the following:

“Authorized Denomination” means (i) \$100,000, and increments of \$5,000 in excess of \$100,000 with respect to the Series 2023A Bonds and the Series 2023C Bonds, and increments of \$1,000 in excess of \$100,000 with respect to the Series 2023B Bonds, but not in excess of the aggregate principal amount of Bonds then Outstanding and (ii) in the case of any Additional Bonds of any series, the amounts designated as Authorized Denominations in any supplemental indenture for the Additional Bonds.

“Bonds” means, collectively, the Series 2023A Bonds, the Series 2023B Bonds, the Series 2023C Bonds, and any Additional Bonds.

“Bond Coupon Rate” means the lower of (i) (A) with respect to the Series 2023A Bonds, 5.750%, (B) with respect to the Subseries 2023B-1-2 Bonds, initially 8.000%, up to and including the Initial Mandatory Tender Date, and thereafter the applicable

Remarketing Rate, (C) with respect to the Subseries 2023B-2 Bonds, 9.000%, (D) with respect to the Series 2023C Bonds, initially 6.780% per annum as periodically reset in accordance with the terms of the Series 2023C Bonds, or (E) with respect to any Additional Bonds, the rate set forth in any supplemental indenture for the Additional Bonds; and (ii) the Maximum Rate.

“Completion Date” means the date by which the construction Improvements must achieve Final Completion, which is initially February 28, 2025; provided, however, that at the request of the Borrower and with the prior written approval of the Controlling Person and the Bank, the Completion Date may be extended one or more times for such periods as the Controlling Person and the Bank may approve in their sole discretion, upon delivery of such other information and funds as reasonably requested by the Controlling Person, the Bank, or the Majority Owner. The approval of the Controlling Person and the Bank shall not be unreasonably withheld, conditioned or delayed in connection with any reasonably required extension of the Completion Date as a result of any Force Majeure event.

“Guarantor” means, collectively, Brian J. Roers, Kent J. Roers, Roers Companies LLC, a Minnesota limited liability company, and Roers Companies Project Holdings LLC, a Minnesota limited liability company, together with their respective heirs, executors, personal and legal representatives and permitted successors and assigns; subject to any limitations on liability set forth in the Bond Documents and Supplemental Documents.

“Indenture” means the Indenture of Trust dated as of July 1, 2023 between the Issuer and Trustee, as supplemented by the First Supplemental Indenture, as it may be further amended, modified, or supplemented from time to time.

“Interest Payment Date” means each June 1 and December 1, commencing December 1, 2023, until the final Principal Payment Date of the Bonds, and for any Additional Bonds, the dates established for the regularly scheduled payment of interest thereon in any supplemental indenture for the Additional Bonds.

“Issue Date” means, with respect to the Series 2023A Bonds, Subseries 2023B-2 Bonds, and the Series 2023C Bonds, July 7, 2023, with respect to the Subseries 2023B-1-2 Bonds, September __, 2023, and, with respect to any Additional Bonds, the dates on which the applicable series of Bonds are issued and delivered to the purchaser or purchasers thereof.

“Loan Agreement” means the Loan Agreement dated as of July 1, 2023 between the Issuer and the Borrower, as supplemented by the First Amendment to Loan Agreement, as it may be further amended, modified, or supplemented from time to time.

“Mandatory Tender Date” means (a) the Initial Mandatory Tender Date and (b) if the Subseries 2023B-1-1 Bonds are Outstanding on the Initial Mandatory Tender Date or on any subsequent Mandatory Tender Date and are remarketed pursuant to Section 2.16 hereof for a Remarketing Period that does not extend to the final maturity of the Subseries 2023B-1-1 Bonds, the day after the last day of the Remarketing Period.

“Permitted Encumbrances” shall have the meaning given to such term in the Mortgage.

“Purchase Agreement” means (a) with respect to the Series 2023A Bonds, the Subseries 2023B-1-1 Bonds, the Subseries 2023B-2 Bonds and the Series 2023C Bonds, the Bond Purchase Agreement, dated July 5, 2023 by and among the Issuer, the Borrower and the Underwriter, relating to the initial sale thereof, (b) with respect to the Subseries 2023B-1-2 Bonds, the Placement Agreement, dated September [___], 2023 by and among the Issuer, the Borrower, the Bank, and the Placement Agent, relating to the initial sale thereof, and (c) with respect to any Additional Bonds, any bond purchase agreement by and among the Issuer, the Borrower, and the underwriter or initial purchaser thereof, relating to the initial sale thereof.

“Record Date” means with respect to each Interest Payment Date, the Trustee’s close of business on the day before such Interest Payment Date occurs, regardless of whether such day is a Business Day, and for interest payable on any Interest Payment Date for Additional Bonds shall be the date established therefor in the supplemental indenture for the Additional Bonds.

“Remarketing Period” means the period beginning on a Remarketing Date and ending on the last day of the term for which Subseries 2023B-1-1 Bonds are remarketed pursuant to Section 2.16 or the final Maturity Date of the Subseries 2023B-1-1 Bonds, as applicable.

“Remarketing Rate” means the interest rate or rates established pursuant to Section 2.2(b) and borne by the Subseries 2023B-1-1 Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the final Maturity Date of the Subseries 2023B-1-1 Bonds, as applicable.

“Series 2023A Bonds” means the City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A, in the original principal amount of \$25,835,000, issued in accordance with the Original Indenture.

“Series 2023B Bonds” means the City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B (comprised of the Subseries 2023B-1 Bonds and the Subseries 2023B-2 Bonds), in the original aggregate principal amount of \$_____, issued in accordance with the Original Indenture and the First Supplemental Indenture.

“Series 2023C Bonds” means the City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C, in the original aggregate principal amount of \$4,566,000, issued in accordance with the Original Indenture.

["Stabilization Date" means the earlier to occur of: (i) the date specified by the Controlling Person that all of the conditions to achievement of Stabilization have been satisfied; or (ii) June 1, 2026, which date may be extended for an additional six (6) months or further extended at the request of the Borrower, with the prior written consent of the Controlling Person and if the Subseries 2023B-1-2 Bonds are

Outstanding, the Bank, to be granted or withheld in their sole but reasonable discretion.] [Kevin McLain to confirm with Roers]

“Subseries 2023B-1 Bonds” or “Subseries B-1-2 Bonds” means the refunding term bonds of the Series 2023B Bonds, issued on September __, 2023, in the original principal amount of \$_____, maturing on December 1, 2026.

“Subseries 2023B-2 Bonds” means the term bonds of the Series 2023B Bonds, issued on July 7, 2023 in the original principal amount of \$3,250,000, maturing on June 1, 2041.

(b) The definition of “Series 2023B Subaccount of the Capitalized Interest Account is hereby deleted in its entirety.”

(c) The following definitions are hereby added to Section 1.1 of the Original Indenture:

“Additional Bonds” means any bonds issued in compliance with Section 2.18 of this Indenture.

“Bank” means Alerus Financial, N.A. as the Holder of the Subseries B-1-2 Bonds, and its successors and assigns.

“Deposit Account Control Agreement” means _____.

“First Amendment to Loan Agreement” means the First Amendment to Loan Agreement dated as of September 1, 2023, between the Issuer and the Borrower.

“First Amendment to Mortgage” means the First Amendment to Mortgage Agreement dated as of September 1, 2023, between the Borrower and the Trustee.

“First Supplemental Indenture” means the First Supplemental Indenture of Trust dated as of September 1, 2023, between the City and the Trustee.

“Placement Agent” means Piper Sandler & Co.

“Master Guaranty Amendment” means the Master Guaranty Amendment by the Borrower, Roers Companies Project Holdings LLC, Roers Companies LLC, Brian J. Roers, Kent J. Roers, and the Trustee, dated as of September 1, 2023.

“Subseries 2023 B-1-1 Bonds” means the term bonds of the Series 2023B Bonds, issued on July 7, 2023, in the original principal amount of \$11,560,000, maturing on June 1, 2041, and refunded in whole by the Subseries 2023B-1-2 Bonds on September __, 2023.

“Subseries 2023B-1-2 Closing Memorandum” means the closing memorandum or settlement statement delineating the application of the proceeds of the Subseries 2023B-1-2 Bonds and other moneys received by the Trustee on the Issue Date for the Subseries 2023B-1-2 Bonds.

“Subseries 2023B-1 Subaccount of the Capitalized Interest Account” means the subaccount of the Capitalized Interest Account of the Bond Fund created pursuant to Section 4.1(a) hereof.

“Subseries 2023B-2 Subaccount of the Capitalized Interest Account” means the subaccount of the Capitalized Interest Account of the Bond Fund created pursuant to Section 4.1(a) hereof.

“Supplemental Documents” means, collectively, the Subseries 2023B-1-2 Bonds, the First Supplemental Indenture, the First Amendment to Loan Agreement, the First Amendment to Mortgage, the Investor Letter, the Master Guaranty Amendment, Deposit Account Control Agreement, and the Purchase Agreement for the Subseries 2023B-1-2 Bonds, and all other agreements or instruments relating to, or executed in connection with the issuance and delivery of the Subseries 2023B-1-2 Bonds, including all modifications, amendments or supplements thereto.

ARTICLE III THE SERIES 2023 BONDS

Section 3.1 Authorized Amount of Bonds. Section 2.1 of the Original Indenture is hereby amended by deleting “\$45,211,000” and replacing it with “\$_____.”

Section 3.2 Issuance of Bonds. Section 2.2(c) of the Original Indenture is hereby amended by deleting “July 7, 2023” and replacing it with “their respective Issue Date.”

Section 3.3 Interest Rate on Bonds. Sections 2.3(b) of the Original Indenture is hereby amended by deleting all references to “Subseries 2023B-1 Bonds” and replacing them with “Subseries 2023B-1-1 Bonds.”

Section 3.4 Delivery of Bonds. The following subsection (b2) is hereby added to Section 2.7 of the Original Indenture:

(b2) The Subseries 2023B-1-2 Bonds, in the aggregate principal amount of \$_____ may forthwith upon the execution and delivery of the First Supplemental Indenture, or from time to time thereafter, be executed by the proper officials of the Issuer and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(i) a resolution of the Issuer authorizing the execution and delivery of the First Amendment to Loan Agreement and this First Supplemental Indenture and the issuance and sale of the Subseries 2023B-1-2 Bonds; and

(ii) a resolution of the Borrower authorizing the execution and delivery of the Supplemental Documents, and approving this First Supplemental Indenture and the issuance and sale of the Subseries 2023B-1-2 Bonds; and

(iii) an original executed counterpart of the Supplemental Documents;
and

(iv) Opinion(s) of Bond Counsel to the effect that this First Supplemental Indenture, the First Amendment to Loan Agreement and the Purchase Agreement have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their terms; and

(v) Opinion(s) of Bond Counsel that the Subseries 2023B-1-2 Bonds have been duly authorized and validly issued and that this Indenture creates a valid lien on the Security; and

(vi) A Favorable Bond Counsel Opinion as required by Section 8.2 of the Indenture; and

(vii) An opinion of Counsel for the Borrower to the effect that the Supplemental Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower and are legal, valid and binding agreements of the Borrower, enforceable against the Borrower in accordance with their terms, and such other opinions as are required by the Purchase Agreement or reasonably requested by the Controlling Person; and

(viii) Executed copies of the Investor Letter signed by the initial purchasers of the Subseries 2023B-1-2 Bonds; and

(ix) A pro forma title insurance policy or date-down endorsement reasonably acceptable to the Controlling Person and the Bank; and

(x) Reliance letters for, or address of the opinions to, the Controlling Person and the Bank of each of the opinions filed with the Trustee; and

(xi) Such other documents as may be required by the Issuer, Bond Counsel or the Controlling Person, provided that the satisfaction of such requirement is to be conclusively evidenced by delivery of the Subseries 2023B-1-2 Bonds by the Issuer and by delivery of the opinion of Bond Counsel referred to in paragraph (v) of this Section.

Section 3.5 Redemption of Bonds. (a) Section 2.12(a)(ii) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

(ii) (A) The Subseries 2023B-1-1 Bonds are subject to optional redemption by the Issuer, at the direction of the Borrower, in whole but not in part at any time, upon not less than thirty (30) days written notice to the Trustee, on or after September 1, 2023, at par, plus accrued interest to (but not including) the date of redemption, and (B) the Subseries 2023B-1-2 Bonds are subject to optional redemption by the Issuer at the direction of the Borrower, in whole or in part, upon not less than thirty (30) days written notice to the Trustee, on any date, at par, plus accrued interest to (but not including) the date of redemption.

(b) Section 2.12(b) of the Original Indenture is amended by adding a new subparagraph (viii) that reads as follows:

(viii) The Subseries B-1-2 Bonds are subject to special mandatory redemption, in whole, on the Stabilization Date at a redemption price of 100% of the outstanding principal amount of such Bonds, together with interest accrued thereon to the date fixed for redemption.

Section 3.6 Book-Entry System. Section 2.14 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

Section 2.14 Book-Entry System.

(a) On the Issue Date, a Bond for each of the Series 2023A Bonds, the Series 2023B-2 Bonds, the Series 2023C Bonds, and any Additional Bonds so designated (the “Book-Entry Bonds”), in the aggregate principal amount of such Bonds and registered in the name of the Securities Depository Nominee will be issued and deposited with the Securities Depository and held in its custody or in the custody of the Trustee if the Book-Entry Bonds are held pursuant to the DTC fast system. The Book-Entry System will be maintained by the Securities Depository and the DTC Participants and Indirect Participants and will evidence beneficial ownership of the Book-Entry Bonds in Authorized Denominations, with registration of transfers of ownership effected on the records of the Securities Depository, the DTC Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC Participants and the Indirect Participants. The principal of, premium and interest on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Register as the registered Holder of such Bond or his/her registered assigns or legal representative at the operations office of the Trustee. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Book-Entry Bonds for all purposes. Transfer of principal, premium and interest payments or notices to DTC Participants and Indirect Participants will be the responsibility of the Securities Depository, and transfer of principal, premium and interest payments or notices to Beneficial Owners will be the responsibility of the DTC Participants and the Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Book-Entry Bonds, notwithstanding any other provisions set forth herein, payments of principal, premium of and interest on the Book-Entry Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of said Holder as may be specified in the Register maintained by the Trustee or by such other method of payment as the Trustee may determine to be necessary or advisable with the concurrence of the Securities Depository.

(b) If (i) the Securities Depository determines not to continue to administer a Book-Entry System for the Book-Entry Bonds, or (ii) the Borrower, on behalf of the Issuer, with the consent of the Controlling Person, elects to remove the Securities Depository, then the Borrower, on behalf of the Issuer, with the consent of the Controlling Person, may appoint a new Securities Depository and shall do so if the Controlling Person so directs.

(c) If (i) the Securities Depository determines not to continue to administer a Book-Entry System for the Book-Entry Bonds or has been removed and the Borrower fails to appoint a new Securities Depository, (ii) the Controlling Person or the Borrower, with the consent of the Controlling Person (in the case of the Borrower's election), determines that continuation of a Book-Entry System of evidence and transfer of ownership of the Book-Entry Bonds would adversely affect the interests of the Beneficial Owners of the Book-Entry Bonds or (iii) pursuant to the consent and direction of the Holders of 100% of the principal amount of the Book-Entry Bonds Outstanding, the Book-Entry System will be discontinued, in which case the Trustee and the Issuer will deliver, at the expense of the Borrower, replacement Bonds in the form of fully registered certificates in Authorized Denominations in exchange for the Outstanding Book-Entry Bonds as required by the Trustee and the Beneficial Owners of the Book-Entry Bonds.

Section 3.7 Mandatory Tender of Subseries 2023B-1-1 Bonds. Section 2.15 of the Original Indenture is hereby amended by deleting all references to "Subseries 2023B-1 Bonds" and replacing them with "Subseries 2023B-1-1 Bonds."

Section 3.8 Remarketing of Subseries 2023B-1-1 Bonds.

(a) Section 2.16 of the Original Indenture is hereby amended by deleting all references to "Subseries 2023B-1 Bonds" and replacing them with "Subseries 2023B-1-1 Bonds."

(b) Section 2.16(a) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

(a) No later than 11:00 a.m. Local Time on the 45th day prior to the Mandatory Tender Date, the Borrower may give notice to the Remarketing Notice Parties by electronic mail, confirmed on the same day in writing, that it elects to cause all or a portion of the Subseries 2023B-1-1 Bonds to be remarketed and such notice shall be accompanied by a certificate from the Controlling Person in accordance with Section 6.36 of the Loan Agreement certifying that the ratio of Stabilized NOI for the three (3) consecutive months ending two months prior to the Stabilization Date to the maximum principal and interest payable in any three (3) consecutive months on the amount of Series 2023A Bonds and Subseries 2023B-2 Bonds Outstanding plus the amount of Subseries 2023B-1-1 Bonds to be remarketed equals or exceeds 1:15 to 1:00.

Section 3.9 Additional Bonds. The Original Indenture is hereby amended by adding a new Section 2.18 that reads as follows:

Section 2.18 Additional Bonds. In addition to any Bonds Outstanding hereunder, the Issuer, in its discretion, upon request of the Borrower, and the Trustee shall authenticate and deliver, Additional Bonds that may be secured equally and ratably with any series of

Outstanding Bonds, to (i) provide financing for improvements or additions to the Project, and (ii) subject to applicable law, refund any Bonds then Outstanding. Any such Additional Bonds shall be authorized by resolution of the Issuer and described in a supplemental indenture executed by the Issuer and the Trustee and, when so issued, authorized and described, shall be secured by this Indenture and the Security on a parity with the applicable series of Bonds then Outstanding under this Indenture; provided, that no such Additional Bonds shall be issued under the Indenture or secured by the Security on a parity with any series of Outstanding Bonds unless the Trustee shall receive each of the following:

(a) A written request from the Borrower requesting the issuance of such Additional Bonds, stating that no default has occurred under the Loan Agreement which has not been cured, or that such default will be cured or waived as a result of the issuance of the Additional Bonds, and that all conditions precedent in this Indenture and the Loan Agreement relating to the authentication and delivery of such Additional Bonds and the Borrower's incurrence of additional Indebtedness with respect thereto have been complied with; and

(b) A certified copy of all resolutions adopted and proceedings had by the Issuer authorizing execution of a supplemental indenture setting forth the terms of the Additional Bonds, and an amendment or supplement to the Loan Agreement, if an amendment or supplement is proposed by the Borrower to be entered into in connection with the issuance of the Additional Bonds and to the extent required to provide for additional loan repayments sufficient to timely pay principal, premium, if any, and interest on all Bonds to be Outstanding immediately after the issuance of such Additional Bonds; and

(c) An executed counterpart of each of the supplemental indenture, the amendment or supplement to the Loan Agreement, and each other Bond Document related to the Additional Bonds (and with respect to the Notes related to the Additional Bonds, endorsed without recourse by the Issuer to the Trustee); and

(d) Opinion(s) of Bond Counsel:

(i) stating that all conditions precedent provided in this Indenture and the Loan Agreement relating to the authentication and delivery of such Additional Bonds have been complied with;

(ii) stating that the Additional Bonds whose authentication and delivery are then applied for, when issued and executed by the Issuer and authenticated and delivered by the Trustee, will be the valid and binding obligations of the Issuer in accordance with their terms and entitled to the benefits of and secured by the lien of this Indenture, the Loan Agreement, and the Mortgage or Subordinate Mortgage, equally and ratably, as applicable, with all then Outstanding Bonds; and

(iii) stating that the issuance of such Additional Bonds will not affect the federal income tax treatment of any then unpaid Bonds, as applicable; and

(e) An opinion of Counsel for the Borrower to the effect that the Bond Documents related to the Additional Bonds to which it is a party have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding agreements of the Borrower, enforceable against the Borrower in accordance with their terms, and such other opinions as are required by the Purchase Agreement or reasonably requested by the Controlling Person; and

(f) Executed copies of an Investor Letter signed by the initial purchaser or purchasers of the Additional Bonds; and

(g) A pro forma title insurance policy or date down endorsement thereof reasonably acceptable to the Controlling Person and, if the Subseries 2023B-1-2 Bonds are Outstanding, the Bank; and

(h) Reliance letters for, or address of the opinions to, the Controlling Person and, if the Subseries 2023B-1-2 Bonds are Outstanding, the Bank, of each of the opinions filed with the Trustee; and

(i) Such other documents as may be required by the Issuer, Bond Counsel, or the Controlling Person, provided that the satisfaction of such requirement is to be conclusively evidenced by delivery of the Additional Bonds by the Issuer and by delivery of the opinion of Bond Counsel referred to in paragraph (c) of this Section.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the Maximum Rate, if any, permitted by law, shall have stated maturities, and may be subject to redemption prior to their stated maturities at such times and prices and such terms and conditions as may be provided by the supplemental indenture authorizing their issuance. As designated by the Borrower, with respect to the Loan Agreement, the Mortgage, and the Subordinate Mortgage, as applicable, all Additional Bonds shall be payable and secured equally and ratably and on parity with the applicable Outstanding Bonds.

ARTICLE IV

FUNDS

Section 4.1 Establishment of Funds and Accounts; Applications of Proceeds of the Bonds and Other Amounts.

(a) Section 4.1(a)(i)(D) is hereby deleted in its entirety and replaced with the following:

(D) the Capitalized Interest Account (containing a Series 2023A Subaccount of the Capitalized Interest Account, Subseries 2023B-1 Subaccount of the Capitalized Interest Account, Subseries 2023B-2 Subaccount of the Capitalized Interest Account, and Series 2023C Subaccount of the Capitalized Interest Account); and

(b) Section 4.1(c)(v) is hereby deleted in its entirety and replaced with the following:

(v) \$[_____], representing a portion of the proceeds of the Subseries 2023B-1-1 Bonds, shall be deposited in the Subseries 2023B-1 Subaccount of the Capitalized Interest Account of the Project Fund, and \$[_____], representing a portion of the proceeds of the Subseries 2023B-2 Bonds, shall be deposited in the Subseries 2023B-2 Subaccount of the Capitalized Interest Account of the Project Fund; **[Should total \$2,597,993.00.]**

(c) The following paragraphs (d) and (e) are hereby added to the end of Section 4.1 of the Original Indenture:

(d) \$_____ of proceeds of the Series 2023B-1-1 Bonds on deposit in the Subseries 2023B-1 Subaccount of the Capitalized Interest Account of the Project Fund, on the Issue Date of the Subseries 2023B-1-2 Bonds shall be transferred to the _____ Account of the Project Fund. **[Plus any other accounts as necessary.]**

(e) The net proceeds of the sale of the Subseries 2023B-1-2 Bonds (\$_____) shall be applied as follows:

(i) \$_____ shall be deposited in the Redemption Fund and applied to the redemption of the Subseries 2023B-1-1 Bonds in full on the Issue Date of the Subseries 2023B-1-2 Bonds;

(ii) \$_____ shall be deposited in the Series 2023B Bond Proceeds Subaccount of the Bond Proceeds Account of the Project Fund; and

(iii) \$_____ shall be deposited in the Costs of Issuance Account of the Project Fund and applied to the costs set forth in the Subseries 2023B-1-2 Closing Memorandum.

Section 4.2 Bond Fund. Section 4.2(c) of the Original indenture is hereby deleted in its entirety and replaced with the following:

(c) Only while the Subseries 2023 B-1-2 Bonds are Outstanding, the Project Revenue Account shall be on deposit with the Bank, subject to the Deposit Account Control Account. Upon payment in full of the Subseries 2023B-1-2 Bonds, whether by maturity, redemption, or otherwise, the Borrower shall cause the Project Revenue Account to be transferred to and deposited by the Trustee. Amounts in the Project Revenue Account of the Bond Fund shall be (i) used to pay interest on the Bonds accruing up to and including the Completion Date without submission of any Requisition in the event amounts on

deposit in the Capitalized Interest Account of the Project Fund are insufficient for such purpose on any Interest Payment Date up to and including the Completion Date, and (ii) used for payment or reimbursement of Project Costs to the Borrower upon the receipt of a fully executed Requisition approved in writing by the Controlling Person, in accordance with the provisions of the Loan Agreement. Following the Stabilization Date, all remaining amounts in the Project Revenue Account of the Bond Fund shall be applied to pay the redemption price of Series 2023A Bonds pursuant to Section 2.12(b)(iii) hereof and, to the extent not needed for such purpose, upon Stabilization, shall be paid to the Borrower upon written approval of the Controlling Person and, if the Subseries 2023B-1-2 Bonds remain Outstanding, the Bank. **[Subject to review of DACA.]**

Section 4.3 Project Fund. Section 4.3(d) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

(a) The Trustee shall and is hereby authorized to transfer funds from the Taxable Subaccount of the Capitalized Interest Account to the Bond Fund to pay interest on the Series 2023B Bonds and Series 2023C Bonds accruing up to and including the Completion Date without submission of any Requisition. The Trustee shall transfer any Surplus Bond Proceeds remaining in the Subseries 2023B-1 Subaccount of the Capitalized Interest Account, Subseries 2023B-2 Subaccount of the Capitalized Interest Account, and the Series 2023C Subaccount of the Capitalized Interest Account, after Final Completion of the Project, to the Series 2023B-1 Bond Proceeds Subaccount, Subseries 2023B-2 Subaccount of the Capitalized Interest Account, and the Series 2023C Bond Proceeds Subaccount, respectively, of the Project Fund to pay any remaining Project Costs. In the event there are no remaining Project Costs, and no later than the Stabilization Date, the Trustee shall transfer any remaining amounts to the Surplus Fund.

[Rory Duggan to send language for amendments to Sections 6.2 and 6.4 on enforcement of remedies]

ARTICLE V

SUPPLEMENTAL INDENTURES

Section 5.1 Supplemental Indentures. Section 8.1 of the Original Indenture is amended by adding a new subparagraph (x) at the end of paragraph (a) that reads as follows:

(x) to permit the issuance of Additional Bonds in compliance with the requirements of Section 2.18.

Section 5.2 Amendments to Indenture; Consent of Controlling Person, Majority Owner, Holders and Borrower. Section 8.2 of the Original Indenture is amended by adding a new paragraph (d) that reads as follows:

(d) Anything herein to the contrary notwithstanding, a supplemental indenture, amendment or other document under this Article, while the Subseries 2023B-1-2 Bonds are Outstanding, that results in the release of Collateral or the release of a Guarantor from liability under the applicable guaranty, except as otherwise permitted thereunder, shall not become effective unless and until the Bank shall have consented to the execution of such supplemental indenture, amendment or other document. **[Subject to approval by Ballard.]**

ARTICLE VI

MISCELLANEOUS

Section 6.1 Exhibit A. Exhibit A of the Original Indenture is hereby deleted in its entirety and replaced with Exhibit A to this First Supplemental Indenture.

Section 6.2 Exhibit E. A new Exhibit E of the Original Indenture is hereby added in the form of Exhibit B to this First Supplemental Indenture.

Section 6.3 Severability. In case any one or more of the provisions of this First Supplemental Indenture shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this First Supplemental Indenture and this First Supplemental Indenture shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 6.4 No Personal Liability of Issuer Officials. No covenant or agreement contained in this First Supplemental Indenture shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the Issuer in his or her individual capacity, and neither the members of the Issuer nor any official executing this First Supplemental Indenture shall be liable personally or be subject to any personal liability or accountability by reason thereof.

Section 6.5 Counterparts. This First Supplemental Indenture may be so executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same First Supplemental Indenture.

Section 6.6 Electronic Signatures. Except as modified herein, all of the terms and To the fullest extent permitted by applicable law and except for the certificate of authentication on the Bonds (which must be manually signed by an authorized representative of the Trustee) and instruments of transfer of the Bonds, the parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this First Supplemental Indenture. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message, then such signature is a valid and binding signature of the authorized representative of such party.

Section 6.7 Conditions Precedent. All things have been done, including receipt of consents pursuant to Section 6.13(d) of the Loan Agreement, that are necessary to make the Subseries 2023B-1-2 Bonds herein authorized, when executed and issued by the Issuer and authenticated and delivered hereunder, the valid obligations of the Issuer in accordance with their terms, and to constitute this First Supplemental Indenture a valid contract for the security of the revenue bonds herein authorized, in accordance with its terms.

Section 6.8 No Other Sections Modified. Except as modified herein, all of the terms and conditions of the Original Indenture remain unchanged.

IN WITNESS WHEREOF, the CITY OF FRIDLEY, MINNESOTA and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, have caused this First Supplemental Indenture of Trust to be executed in their respective corporate names by their duly authorized officers, all as of the day and year first written above.

CITY OF FRIDLEY, MINNESOTA

By: _____
Mayor

By: _____
City Manager

Signature Page to First Supplemental Indenture of Trust between
City of Fridley, Minnesota and U.S. Bank Trust Company, National Association

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Trustee

By: _____
Name: _____
Its: _____

Signature Page to First Supplemental Indenture of Trust between
City of Fridley, Minnesota and U.S. Bank Trust Company, National Association

Consented and Agreed to by:

**ROERS FRIDLEY APARTMENTS OWNER II
LLC**, a Minnesota limited liability company

By: Roers Fridley Apartments Managing Member II
LLC, a Minnesota limited liability company

Its: Managing Member

By: _____
Tom Cronin
Its: Authorized Signer

Signature Page to First Supplemental Indenture of Trust between
City of Fridley, Minnesota and U.S. Bank Trust Company, National Association

EXHIBIT A**FORM OF SERIES 2023A BONDS AND SERIES 2023B BONDS**

THIS BOND MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED ONLY TO A QUALIFIED INSTITUTIONAL BUYER AND ACCREDITED INVESTOR, OR A CUSTODIAL OR TRUST ARRANGEMENT OR OTHER SECURITIZATION VEHICLE THE BENEFICIAL OWNERS OF WHICH ARE REQUIRED TO BE ACCREDITED INVESTORS OR QUALIFIED INSTITUTIONAL BUYERS, IN EACH CASE WITHOUT DELIVERY OF AN INVESTOR LETTER EXCEPT FOR THE INITIAL PURCHASER WHO SHALL BE REQUIRED TO DELIVER AN INVESTOR LETTER TO THE ISSUER

**CITY OF FRIDLEY, MINNESOTA
MULTIFAMILY HOUSING REVENUE BONDS
(MOON PLAZA PROJECT)
[\$25,835,000 SERIES 2023A]**

[\$_____ TAXABLE SERIES 2023B (comprised of Subseries 2023B-1 (Tax Credit Bridge) and Subseries 2023B-2 (Taxable Tail))]

No. [A][B-1][B-2]R-_____

DATED DATE	[MANDATORY TENDER DATE]	MATURITY DATE	BOND COUPON RATE	CUSIP NO.
[July 7]	[January 15, 2024]	[June 1, 2041]	[5.750]%	[358413AB8]
[September __],		[December 1,	[8.000]%	[358413AC6]
2023		2026]	[9.000]%	[358413AD4]
				[Not Applicable]

REGISTERED OWNER: [CEDE & CO.][_____]

PRINCIPAL AMOUNT: [Twenty-Five Million Eight Hundred Thirty-Five Thousand]
[_____ Million _____ Thousand] [Three Million Two
Hundred Fifty Thousand] AND 00/100
(\$[25,835,000][_____][3,250,000])

The CITY OF FRIDLEY, MINNESOTA (together with its successors and assigns, the “Issuer”), a municipal corporation and a political subdivision, duly organized and validly existing under the laws of the State of Minnesota (the “State”), for value received, hereby promises to pay (but only out of the revenues and other assets pledged under the Indenture (hereinafter defined) to the Registered Owner specified above or registered assigns (subject to any right of prior redemption), (A) on each Principal Payment Date (as defined in the Indenture) and the Maturity Date specified above and premium, if any, the applicable portion of the Principal Amount specified

above, as provided in Schedule 3 of the Loan Agreement (defined below), and (B) interest thereon, at the per annum Bond Coupon Rate specified above, payable on June 1 and December 1 of each year, commencing December 1, 2023 to the person whose name appears on the registration books on the day before such day (whether or not a Business Day) (a “Record Date”) and to pay any other amounts as specified in the Indenture (hereinafter defined).

Payments in respect of the Book-Entry Bonds administered in the Book-Entry System (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Securities Depository. U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), will make all payments in respect of a certificated Bond (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Bond will be made by wire transfer to an account maintained by the payee with a bank in the continental United States if such Holder elects, at its expense, payment by wire transfer by giving written notice to the Trustee to such effect designating such account no later than thirty (30) days immediately preceding the relevant Record Date for payment (and otherwise complies with the reasonable requirements of the Trustee).

Interest on this Bond shall be computed on the basis of a 360-day year, comprised of twelve 30 day months. Interest on the Bonds shall be computed from the most recent Interest Payment Date to which interest has been paid or duly provided for or if no interest has been paid or provided for, from the Issue Date, until and including the day prior to the next succeeding Interest Payment Date. Interest on this Bond shall be payable in such coin or currency of the United States as at time of payment is legal tender for payment of private and public debts, at the designated payment office of the Trustee or its successor.

This Bond is one of an issue of duly authorized City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023[A][B-1][B-2] issued in the aggregate principal amount of \$[25,835,000][_____] [3,250,000] (the “Bonds”), pursuant to and secured under an Indenture of Trust, dated as of July 1, 2023 (as amended, modified or supplemented from time to time, the “Indenture”), by and between the Issuer and the Trustee, pursuant to the provisions of Minnesota Statutes, Chapters 462A, 462C, and 474A as amended (the “Act”), the Issuer is empowered to issue its revenue bonds for the purpose of financing the acquisition, construction, and equipping of a multifamily housing projects. All capitalized terms not defined herein shall have the meanings set forth in the Indenture.

The proceeds of the Bonds were used for the purpose of making a mortgage loan pursuant to a Loan Agreement, dated as of July 1, 2023 (as amended, modified or supplemented from time to time, the “Loan Agreement”), by and between the Issuer and the Borrower, to finance the acquisition, construction and equipping of a multifamily residential rental development located in Fridley, Minnesota (the “Project”). The Borrower’s payment obligations under the Loan Agreement will be evidenced by the Note and secured by the Mortgage.

In addition to the issuance and delivery of the Bonds, the Issuer has also issued and delivered its Bonds designated [“City of Fridley, Minnesota Multifamily Housing Revenue Bonds Moon Plaza Project (Moon Plaza Project), Series 2023A] [“City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B] [“City of Fridley,

Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C] issued in the principal amount of \$[SERIES [[A][B][C] AMOUNT] (the “Series [A][B][C] Bonds”), and [“City of Fridley, Minnesota Multifamily Housing Revenue Bonds Moon Plaza Project (Moon Plaza Project), Series 2023A] [“City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023B] [“City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Series 2023C] issued in the principal amount of \$[SERIES [[A][B][C] AMOUNT] (the “Series [A][B][C] Bonds”) under the Indenture.

Reference is hereby made to the Indenture and to all amendments and supplements thereto for a description of the property pledged and assigned to the Trustee and of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the terms on which the Bonds are issued and secured, the manner in which interest is computed on this Bond, mandatory and optional redemption rights, acceleration, the rights of the Bondholders and the provisions for defeasance of such rights.

This Bond is subject to optional and mandatory redemption in whole or in part, on the dates, under the terms and conditions and at the redemption prices set forth in the Indenture, all of the provisions of which are, by this reference, incorporated into this Bond. Notice of redemption shall be given in the manner set forth in the Indenture.

THE BONDS, THE PREMIUM, IF ANY, AND INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM CERTAIN REVENUES AND RECEIPTS DERIVED FROM THE TRUST ESTATE AND AMOUNTS TO BE RECEIVED THEREUNDER, WHICH PAYMENTS, REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT OF THE BONDS. THE BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, STATE OF MINNESOTA OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE STATE OF MINNESOTA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF MINNESOTA OR ANY POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA, NOR THE TAXING POWER OF THE STATE OF MINNESOTA OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. THE ISSUER HAS NO TAXING POWER.

The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

By its purchase of this Bond, the registered owner hereof agrees to the appointment of the Controlling Person by the Majority Owner, as provided in the Indenture, and authorizes the Controlling Person to perform such duties afforded to the Controlling Person on behalf of the Bondholder as provided in the Bond Documents.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond may be exchanged, and its transfer may be effected, only by the registered owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture. Upon exchange or registration of such transfer a new registered bond or bonds of the same series, maturity and interest rate and of an Authorized Denomination or Authorized Denominations for the same aggregate principal amount will be issued in exchange therefor.

The Issuer and the Trustee may deem and treat the person in whose name this Bond shall be registered on the bond register, as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

All acts, conditions and things required by the laws of the State to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

Neither the trustees, officers, agents, employees or representatives of the Issuer nor any person executing the Bonds shall be personally liable hereon or be subject to any personal liability by reason of the issuance hereof, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the execution of the Indenture and the issuance of the Bonds.

This Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose unless the Trustee shall have executed the Certificate of Authentication appearing hereon.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner as required by law; and that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to or in the execution and delivery of the Indenture have been done and performed and have happened in regular and due form as required by law.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and City Manager all as of the Dated Date hereof.

CITY OF FRIDLEY, MINNESOTA

By: _____
Mayor

By: _____
City Manager

CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds referred to in the within mentioned Indenture.

Date of Authentication: _____.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power or substitution in the premises.

Date:

Signature Guaranteed:

Signature

NOTICE: Signature(s) must be guaranteed by a signature guarantor institution that is a participant in a nationally recognized signature guarantor program.

NOTICE: The signature to this assignment must correspond with the name of the registered owner of the within bond as it appears on the face hereof in every particular, without alteration or enlargement or any change whatever, and the Social Security number or federal employer identification must be supplied.

EXHIBIT B

EXHIBIT D

FORM OF INVESTOR LETTER FOR SUBSERIES B-1-2 BONDS

[FINAL FORM TO BE ADDED FROM PLACEMENT AGENT AGREEMENT]

Third Draft**September 18, 2023**

This instrument was drafted by
and when recorded, return to:

Ballard Spahr LLP (BWJ)
2000 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FINANCING STATEMENT**

between

**ROERS FRIDLEY APARTMENTS OWNER II LLC,
Mortgagor,**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Mortgagee and Trustee**

Dated _____ 2023

The aggregate maximum principal indebtedness secured by the Original Mortgage (defined herein) as amended by this First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement ("First Amendment to Mortgage") is \$[_____].

This First Amendment to Mortgage is not subject to registry tax under Minnesota Statutes, Section 287.035 and Section 287.05, subdivision 2 on the additional secured amount of \$[_____].

THIS FIRST AMENDMENT TO MORTGAGE IS EXEMPT FROM MORTGAGE REGISTRY TAX IMPOSED BY MINNESOTA STATUTES, SECTION 287.035 PURSUANT TO MINNESOTA STATUTES, SECTION 287.04(6)

FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FINANCING STATEMENT

This First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of [September 1], 2023 (the “First Amendment to Mortgage”) amends the Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of July 1, 2023 (the “Original Mortgage” and together with this First Amendment to Mortgage, the “Mortgage”), filed in the office of the Anoka County Recorder on July 7, 2023, as Document No. **2394031.003**, as assigned by the City of Fridley, Minnesota (the “Issuer”), as mortgagee under the Original Mortgage, pursuant to that certain Assignment of Mortgage, dated July 1, 2023 (the “Assignment of Mortgage”), to the Trustee (defined herein), is executed and delivered by ROERS FRIDLEY APARTMENTS OWNER II LLC, a Minnesota limited liability company (together with its successors and permitted assigns, the “Mortgagor”), to U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, the “Trustee” or “Mortgagee”). Each capitalized word or term used as a defined term but not otherwise defined herein has the meaning assigned to it in the Original Mortgage.

WITNESSETH:

1. At the request of the Mortgagor, the Issuer and the Trustee are entering into a First Supplemental Indenture of Trust, dated as of September 1, 2023 (the “First Supplemental Indenture”), which amends the Indenture (as defined in the Original Mortgage), pursuant to which the Issuer will issue its Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2 (the “Subseries 2023B-1-2 Bonds”), in the aggregate principal amount of \$[12,000,000], as additional bonds to finance the Refunding Project (as defined below).

2. Under the terms of a First Amendment to Loan Agreement, dated as of September 1, 2023 (the “First Amendment to Loan Agreement”), between the Issuer and the Mortgagor, which amends the Loan Agreement (as defined in the Original Mortgage), the Issuer will loan the proceeds of the Subseries 2023B-1-2 Bonds to the Mortgagor to be applied to (i) refund the outstanding principal amount of, and accrued interest on, the Series 2023B-1 Bonds (as defined in the Original Subordinate Mortgage), and (ii) fund costs of issuance of the Series 2023B-1-2 Bonds (the “Refunding Project”).

3. The principal amount secured by this Mortgage has increased from \$40,645,000 to \$[_____]. The Mortgagor and Mortgagee acknowledge that the Mortgagor is receiving \$[_____] in excess of the amount of the maximum indebtedness under the Original Mortgage, which, pursuant to Minnesota Statutes, Section 287.01(6), is not subject to Mortgage Registry Tax imposed by Minnesota Statutes, Section 2870.35.

4. The only amendments to the Original Mortgage to be made by this First Amendment to Mortgage is to increase the principal amount of indebtedness to be secured by the Mortgage and to amend the definition of Permitted Encumbrances to provide for the recording of the Declaration (as defined herein) in the Office of the Registrar of Titles of Anoka County, Minnesota (the “Declaration”) as required by the Redevelopment Agreement, which Declaration provides that the Project will not become exempt from property tax exemption prior to December 1, 2050. The Mortgagor is not adding any property in addition to the property listed on Exhibit A hereto to the lien of the Mortgage or making any other amendments thereto.

5. In connection with the increase of the principal amount of indebtedness secured by the Mortgage and the recording of the Declaration, the Mortgagor and Trustee desire to amend the Original Mortgage pursuant to this First Amendment to Mortgage.

Section 1. Amendment to Original Mortgage.

A. All references to the “Subseries 2023B1” or “Subseries 2023B-1” shall be deleted and replaced with “Subseries B-1-2”.

B. All references to \$14,810,000 as the aggregate principal amount of the Series 2023B Bonds shall be deleted and replaced with \$[_____].

C. All references to the maximum indebtedness or maximum principal amount in the amount of \$40,645,000 shall be deleted and replaced with \$[_____].

D. All references to Section 4.5 shall be deleted and replaced with “Section 4.4”.

E. Section 3.2 is hereby amended as follows and EXHIBIT B is hereby amended as set forth in EXHIBIT B attached hereto. Additions to the original language are indicated by a double underline and deletions are indicated with a strikethrough.

Section 3.2 Permitted Encumbrances. “Permitted Encumbrances” shall mean, with respect to the Mortgaged Property, the following:

(a) ~~liens for taxes, levies, assessments, utility rents, rates and charges, licenses or permits or other impositions, provided that in each case the same shall either (i) not be due and payable; (ii) not be delinquent to the extent that penalties for nonpayment may then be assessed, or the Mortgaged Property or any portion thereof, shall then be subject to forfeiture or (iii) be a lien, the amount or validity of which is being contested in good faith by the Mortgagor in accordance with the Loan Agreement Impositions (as defined in the Indenture) not yet due and payable or being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted if such proceedings do not in the opinion of the Controlling Person (as defined in the Indenture) involve the risk of the sale, forfeiture or loss of the property subject to such lien or interfere with the operation of the Project, and provided that the Mortgagor shall have established a reserve or made other appropriate provision, if any, as shall be required by the Controlling Person, and any foreclosure, distraint, sale or other similar proceedings shall have been effectively stayed;~~

(b) ~~mechanics’, workmen’s, repairmen’s, supplier’s, vendors’ or carriers’ liens or other similar liens, provided that the contract price secured by the lien is not yet due or the amount or validity of the lien shall be contested in good faith by the Mortgagor in accordance with the Loan Agreement statutory liens of landlords and liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet due or being contested by appropriate proceedings promptly initiated and diligently conducted if (1) such proceedings do not in the opinion of the Controlling Person involve the risk of the sale, forfeiture or loss of the property subject to such lien or interfere with the operation of the Project, and provided (2) such liens have been bonded or the Mortgagor shall have established a reserve or made other appropriate provision, if any, as shall be required by the Controlling Person;~~

(c) financing statements naming the Issuer or the Mortgagor as debtor and naming the Issuer or the Mortgagee as secured party, filed to perfect the security interests granted by the Indenture, the Loan Agreement, and this Mortgage;

(d) rights of the United States or any state or political subdivision thereof (which for purposes of this definition shall include any taxing or improvement district), or other public or governmental authority or agency, to take, use or control property or to terminate any right, power, franchise, grant, license or permit previously in force;

(e) any leases, subleases, transfers, or assignments permitted under the Loan Agreement;

(f) the pendency or filing of any application or proceedings seeking to annex or rezone the Mortgaged Property or any portion thereof, or to include it in any political subdivision;

(g) those liens, encumbrances, easements, servitudes, licenses, rights-of-way described in EXHIBIT B attached hereto; and

(i) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property similar in character to the Mortgaged Property and as do not, in the opinion of Independent Counsel delivered and addressed to the Trustee, materially impair the property affected thereby for the purposes of the Mortgaged Property.

F. The first sentence of Section 5.4 is hereby amended as follows. Additions to the original language are indicated by a double underline and deletions are indicated with a strikethrough.

Except as provided ~~in Section 4.5 hereof and Article XII of~~ herein or in the Indenture, this Mortgage may not be amended.

Section 2. Full Force and Effect. The Original Mortgage is hereby amended to the extent provided in this First Amendment to Mortgage and, except as specifically provided herein, the Original Mortgage shall remain in full force and effect in accordance with its terms.

Section 3. Miscellaneous. This First Amendment to Mortgage may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument. This First Amendment to Mortgage shall be governed by the laws of the State of Minnesota.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Mortgagor has executed this First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement as of the date first above written.

MORTGAGOR:

ROERS FRIDLEY APARTMENTS OWNER II LLC,
a Minnesota limited liability company

By: Roers Fridley Apartments Managing Member II LLC,
a Minnesota limited liability company
Its: Managing Member

By: _____
Name: Tom Cronin
Its: Authorized Signer

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tom Cronin, the Authorized Signer of Roers Fridley Apartments Managing Member II LLC, a Minnesota limited liability company, on behalf of the Mortgagor.

Notary Public

(SEAL)

(Signature page to First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement re City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A/B)

MORTGAGEE AND TRUSTEE:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association

By: _____
 Name: _____
 Its: _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of U.S. Bank Trust Company, National Association, a national banking association named as Mortgagee and Trustee in the foregoing instrument, on behalf of said national banking association.

 Notary Public

(SEAL)

(Signature page to First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement re City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Series 2023A/B)

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

The real property situated in the City of Fridley, County of Anoka, State of Minnesota, described as follows:

Lot 1, Block 1, University Redevelopment Second Addition.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Rights of tenants in possession as tenants only under unrecorded leases.
2. The lien of all taxes payable in the year 2023 and subsequent years, a lien not yet due and payable.
3. Public utilities easements over the Land in favor of the City of Fridley, as created in Document Nos. 259457 and 259458.
4. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the Certificate of Survey by Max L. Stanislawski of Loucks, dated September 15, 2022, as revised June 26, 2023.
5. Terms and conditions of City of Fridley Ordinance No. 1405, amending the zoning code, filed January 27, 2023 as Document No. 2384555.004.
6. Terms and conditions of City of Fridley Resolution No. 2023-07, approving a comprehensive plan amendment, filed February 21, 2023 as Document No. 2385765.001.
7. Regulatory Agreement, dated as of July 1, 2023, between the City of Fridley, Minnesota, U.S. Bank Trust Company, National Association, and Roers Fridley Apartment Owner II LLC, filed July 7, 2023 as Document No. 2394031.02.
8. Subordinate Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of July 1, 2023, by Roers Fridley Apartments Owner II LLC, for the benefit of the City of Fridley, Minnesota, securing the principal amount of the Series 2023C Bonds in the principal amount of \$4,566,000, filed July 7, 2023 as Document No. 2394031.005.
9. Assignment of Mortgage, dated as of July 1, 2023, by City of Fridley, Minnesota, to U.S. Bank Trust National Association, securing the principal amount of the Series 2023C Bonds in the principal amount of \$4,566,000, filed July 7, 2023 as Document No. 2394031.006.
10. Declaration of Restrictive Covenants and Prohibition Against Tax Exemption, dated as of July 1, 2023, by the Mortgagor filed in the Office of the Registrar of Titles of Anoka County, Minnesota as Document No. _____.

DMFIRM #408337893 v3

Ballard Draft September 18, 2023

PLACEMENT AGREEMENT

BETWEEN

**CITY OF FRIDLEY, MINNESOTA,
the Issuer,**

**ROERS FRIDLEY APARTMENTS OWNER II LLC,
the Borrower,**

**PIPER SANDLER & CO.,
the Placement Agent**

AND

**ALERUS FINANCIAL, N.A.,
as Purchaser**

Dated [September__], 2023

Relating to:

**[\$[12,000,000]
City of Fridley, Minnesota
Multifamily Housing Revenue Bonds
(Moon Plaza Apartments)
Taxable Subseries 2023B-1-2**

This instrument was drafted by:

Ballard Spahr LLP (BWJ)
2000 IDS Center
Minneapolis, MN 55402

\$[12,000,000]
City of Fridley, Minnesota
Multifamily Housing Revenue Bonds
(Moon Plaza Apartments)
Taxable Subseries 2023B-1-2

PLACEMENT AGREEMENT

[September __], 2023

Roers Fridley Apartments Owner II LLC
c/o Roers Companies.
Plymouth, MN

City of Fridley, Minnesota
Fridley, MN

Alerus Financial, N.A.
Minneapolis, MN

Ladies and Gentlemen:

This agreement (this “Placement Agreement”) sets forth the terms and conditions for the direct placement of the Subseries 2023B-1-2 Bonds (as defined below), being issued by the City of Fridley, Minnesota (the “Issuer”). At the request of Roers Fridley Apartments Owner II LLC, a limited liability company duly organized and validly existing under the laws of the State of Minnesota (together with its permitted successors and assigns, the “Borrower”), Piper Sandler & Co. (the “Placement Agent”), has been engaged as the placement agent but not as the underwriter to the Issuer, in order to facilitate the placement of the Subseries 2023B-1-2 Bonds with Alerus Financial, N.A., the purchaser of the Subseries 2023B-1-2 Bonds (the “Purchaser”). The Placement Agent hereby offers to enter into this Placement Agreement on its own behalf, and not as your fiduciary, with the Issuer, the Borrower, and the Purchaser. This offer is made subject to acceptance by the Issuer and agreement by the Borrower and Purchaser on the date hereof, and, upon such acceptance, this Placement Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower, the Purchaser, and the Placement Agent. If not so accepted, this Placement Agreement will be subject to withdrawal by the Placement Agent upon notice delivered by the Placement Agent to the Issuer, the Borrower, and the Purchaser at any time prior to the acceptance hereof by the Issuer, the Borrower, and the Purchaser.

The Issuer, the Borrower, and the Purchaser acknowledge and agree that (i) the purchase and sale of the Subseries 2023B-1-2 Bonds is an arm’s-length commercial transaction between the Issuer, the Borrower, the Purchaser and the Placement Agent, (ii) in connection with such transaction, the Placement Agent is not acting as an agent or a fiduciary of the Issuer, the Borrower or the Purchaser, (iii) the Placement Agent has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer, the Borrower or the Purchaser with respect to (a) any offering of the Subseries 2023B-1-2 Bonds or the process leading thereto (whether or not the Placement Agent has advised or is currently advising the Issuer, the Borrower or the Purchaser on other matters) or (b) any other obligation to the Issuer or the Borrower except the obligations expressly set forth in this Placement Agreement, and (iv) the Issuer, the Borrower and the Purchaser have consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Subseries 2023B-1-2 Bonds.

1. **Purchase and Sale.**

On the basis of the representations, warranties and agreements contained herein, but subject to the terms and conditions herein, the Placement Agent agrees, on a best efforts basis, to arrange for the direct placement with the Purchaser of all, but not less than all of the total principal amount of the Issuer's Multifamily Housing Revenue Bonds (Moon Plaza Apartments), Taxable Subseries 2023B-1-2 (the "Subseries 2023B-1-2 Bonds"), in the original aggregate principal amount of \$[12,000,000], at a purchase price of the par amount, subject to the satisfaction by the Issuer, the Borrower and the Purchaser of the terms and conditions set forth in this Placement Agreement, and in reliance upon the representations herein set forth or incorporated herein by reference. The only contractual obligations the Placement Agent has to the Issuer and the Borrower with respect to the transaction contemplated hereby are expressly set forth in this Placement Agreement.

The Subseries 2023B-1-2 Bonds shall bear interest at the rate and mature on the date as provided in Schedule I attached hereto, and have such other terms as are more fully described in Schedule I hereto and the Indenture and the Loan Agreement (each as defined below).

The Subseries 2023B-1-2 Bonds will be issued by the Issuer pursuant to (i) a resolution duly adopted by the Issuer on [September 25], 2023 (the "Resolution") and (ii) that certain Indenture of Trust, dated as of July 1, 2023 (the "Original Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture of Trust dated as of September 1, 2023 (the "First Supplemental Indenture", and the Original Indenture as supplemented, the "Indenture"), between the Issuer and the Trustee, and consented to by the Borrower. Pursuant to that certain Loan Agreement dated as of July 1, 2023 (the "Original Loan Agreement"), between the Issuer and the Borrower, as amended by the First Amendment to Loan Agreement dated as of September 1, 2023 (the "First Amendment to Loan Agreement"), and the Original Loan Agreement as amended, the "Loan Agreement"), between the Issuer and the Borrower, and consented to by the Trustee, the proceeds of the Subseries 2023B-1-2 Bonds will be loaned by the Issuer to the Borrower to (i) refund and redeem the outstanding principal balance of, and accrued interest on, the Subseries 2023B-1-1 Bonds (as defined in the Indenture), and (ii) fund costs of issuance. The Subseries 2023B-1-2 Bonds will be secured by that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of July 1, 2023 (the "Original Mortgage") from the Borrower, as mortgagor, to the Issuer, as assigned by the Issuer to the Trustee as mortgagee and trustee, and as amended by the First Amendment to Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of [September 1], 2023 (the "First Amendment to Mortgage" and, the Original Mortgage as amended, the "Mortgage"), between the Borrower, as mortgagor, and the Trustee, as mortgagee and trustee, relating to the Project (as defined in the Indenture). Terms not defined herein shall have the meaning given thereto in the Indenture.

It is understood and agreed that the Subseries 2023B-1-2 Bonds and the interest thereon are special, limited obligations of the Issuer payable solely from revenues provided by the Borrower, amounts paid by the Borrower pursuant to the Loan Agreement and amounts held in various funds and accounts as provided in the Indenture and shall never constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the State of Minnesota (the "State"), or any of its political subdivisions, and do not constitute a charge against the Issuer's or the State's general credit or taxing powers.

2. **Representations.**

(a) The Issuer represents, covenants and agrees with the Placement Agent, the Borrower and the Purchaser as follows:

(i) The Issuer has the full power and authority to issue the Subseries 2023B-1-2 Bonds and to enter into and perform its obligations under (A) the Resolution, (B) the First Supplemental Indenture, (C) the First Amendment to Loan Agreement, (D) this Placement Agreement, and (E) the Subseries 2023B-1-2 Bonds (collectively, the “Issuer Documents”), and, when executed and delivered by the respective parties thereto, the Issuer Documents will constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought;

(ii) When delivered to and paid for by the Purchaser at the Closing in accordance with the provisions of this Placement Agreement, the Subseries 2023B-1-2 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding limited obligations of the Issuer, enforceable in accordance with their terms, in conformity with, and entitled to the benefit and security of, the Indenture;

(iii) All meetings of the governing body of the Issuer at which action was taken in connection with the Issuer Documents and the Subseries 2023B-1-2 Bonds were duly and legally called and held meetings, and were open to the public at all times, and notice of the time and place of each such meeting was given as required by law;

(iv) Prior to or concurrently with the execution hereof, the Issuer has authorized the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Subseries 2023B-1-2 Bonds and the Issuer Documents contemplated by this Placement Agreement;

(v) At the time of acceptance hereof by the Issuer there is not now, nor is there expected to be as of the Closing Date, any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending against the Issuer or known to the Issuer to be threatened against the Issuer seeking to restrain or enjoin the issuance, sale, execution or delivery of the Subseries 2023B-1-2 Bonds, or in any way contesting or affecting any proceedings of the Issuer taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Subseries 2023B-1-2 Bonds, in any way contesting the validity or enforceability of the Subseries 2023B-1-2 Bonds or the Issuer Documents, as such documents may be amended or supplemented with the consent of the Placement Agent and the Purchaser, or the existence or powers of the Issuer relating to the issuance of the Subseries 2023B-1-2 Bonds, the authorization of the Issuer Documents or the transactions contemplated therein;

(vi) The execution and delivery by the Issuer of the Subseries 2023B-1-2 Bonds and the Issuer Documents, and compliance with the provisions on the Issuer’s part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the Issuer under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided in the Indenture;

(vii) The Issuer shall apply the proceeds of the Subseries 2023B-1-2 Bonds as provided in the Indenture. The execution and delivery of this Placement Agreement by the Issuer shall

constitute a representation by the Issuer to the Placement Agent that the representations and agreements contained in this Section 2(a) are true as of the date hereof; provided that, as to certain matters of law related to the issuance and the sale of the Subseries 2023B-1-2 Bonds, the Issuer is relying on the advice of Bond Counsel (as hereinafter defined) to the Issuer; and provided further that no elected or appointed official or employee of the Issuer or the Issuer shall be individually liable for the breach of any representation or agreement contained herein;

(viii) The Issuer has been informed by the Placement Agent that the Placement Agent has not performed any due diligence with respect to the Issuer, the Borrower, or the Subseries 2023B-1-2 Bonds on which the Purchaser may rely or has relied. Further, the Issuer acknowledges and agrees that any due diligence performed by the Placement Agent for its own purposes may be retained by the Placement Agent as needed for regulatory purposes; and

(ix) The Issuer acknowledges that the Placement Agent has not acted as a municipal advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Exchange Act Rule 15Ba1-1(d)), to the Issuer or rendered advisory services of any nature or respect, and does not owe a fiduciary or similar duty to the Issuer, in connection with the placement or sale of the Subseries 2023B-1-2 Bonds or the process leading thereto.

The execution and delivery of this Placement Agreement by the Issuer shall constitute a representation to the Placement Agent that the representations contained in this Section 2(a) are true as of the date hereof.

(b) The Borrower represents, covenants and agrees with the Placement Agent, the Issuer, and the Purchaser as follows:

(i) The Borrower is duly organized and existing as a Minnesota limited liability company and the Borrower has full legal right, power and authority to own its properties and to conduct its business and to enter into or consent to, as applicable, and to carry out and consummate the transactions contemplated by (A) the Supplemental Indenture, (B) the First Amendment to Loan Agreement, (C) this Placement Agreement, (D) the First Amendment to Mortgage, (E) The First Amendment to Subordinate Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement, dated as of [September 1], 2023 (the “First Amendment to Subordinate Mortgage”) between the Borrower, as mortgagor, and the Trustee, as mortgagee and trustee; (F) the Master Guaranty Amendment, and (G) a promissory note from the Borrower (collectively, the “Borrower Documents” and, together with the Issuer Documents, the “Bond Documents”), and to carry out and consummate all transactions contemplated by such documents, and is duly qualified to do such business and is in good standing wherever such qualification and/or standing are required, including the State.

(ii) As of the date hereof, the Borrower is not in any material respect in violation of, breach of or default under any applicable law of the State, or of any state in which the Borrower is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound, which violation or breach of or default would have a material adverse effect upon the transactions contemplated by this Placement Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event

of default under any such instruments; and the execution and delivery of the Borrower Documents, and compliance with the provisions on the Borrower's part contained therein, do not and will not conflict with or constitute on the part of the Borrower a violation or breach of or default under any law of the State, or of any state in which the Borrower is authorized to do business or of the United States, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities, properties or assets, or any indenture, mortgage, deed of trust, resolution, note agreement (including, without limitation, the Borrower Documents) or other agreement or instrument to which the Borrower is a party or by which the Borrower or any of its property or assets is bound which violation, breach or default would have a material adverse effect upon the transactions contemplated by this Placement Agreement, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower or under the terms of any such law, regulation or instrument, except as provided by the Subseries 2023B-1-2 Bonds or the Borrower Documents.

(iii) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation of which the Borrower has been notified, at law or in equity, before or by any judicial or administrative court or governmental agency or body, state, federal or other, pending or, to the best knowledge of the Borrower, threatened against the Borrower, affecting the existence of the Borrower or the titles of its officers executing this Placement Agreement to their respective offices, or contesting or affecting as to the Borrower, the validity or enforceability of the Subseries 2023B-1-2 Bonds, any Borrower Document or the execution and delivery or adoption by the Borrower of any Borrower Document, or in any way contesting or challenging the powers of the Borrower or its authority with respect to the Borrower Documents or the consummation of the transactions contemplated hereby or thereby; nor, to the best knowledge of the Borrower, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Borrower's financial condition or operations or the validity of the authorization, execution, delivery or performance by the Borrower of any Borrower Document.

(iv) The Borrower will furnish such information, execute such instruments and take such other action in cooperation with the Issuer and the Placement Agent as the Placement Agent may reasonably request to qualify the Subseries 2023B-1-2 Bonds for offering and sale as a private placement under the securities laws of such states as the Placement Agent may reasonably request and to comply with such laws so as to permit such offers and sales. Any applicable filings will be prepared by the Borrower's counsel, whose fees and disbursements in connection therewith shall be for the account of the Borrower.

(v) All permits, licenses and other authorizations necessary for the ownership, acquisition, construction, and equipping of the Project in the manner contemplated by the Borrower Documents have been obtained or will be obtained by the time required, and said ownership, acquisition, construction, and equipping are not in conflict with any zoning or similar ordinance applicable to the Project.

(vi) All consents, approvals, authorizations, and orders of or filings or registrations with any governmental authority, board, agency or commission of any state or of the United States having jurisdiction required in connection with, or the absence of which would materially adversely affect, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder have been obtained or made and are in full force and effect or will be timely obtained prior to the Closing.

(vii) This Placement Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each constitute a valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(viii) To the knowledge of the Borrower, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Subseries 2023B-1-2 Bonds or the application of proceeds of the Subseries 2023B-1-2 Bonds as provided in the Loan Agreement or the collection of revenues pledged under the Loan Agreement, (B) in any way contesting or affecting any authority for the issuance of the Subseries 2023B-1-2 Bonds or the validity of the Subseries 2023B-1-2 Bonds, or any other Borrower Documents, or (C) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower.

(ix) The Borrower has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Borrower or with respect to which the Borrower is an obligor.

(x) The Borrower will not take or omit to take any action, which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Subseries 2023B-1-2 Bonds under the Internal Revenue Code of 1986, as amended (the "Code").

(xi) The Borrower acknowledges that it has made independent determinations about the risks, commitments, merits and terms of the Subseries 2023B-1-2 Bonds and the sale of the Subseries 2023B-1-2 Bonds to the Purchaser without relying on any contribution of advice or recommendations by the Placement Agent.

(xii) The Borrower agrees that it will not claim that the Placement Agent acted as a municipal advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Exchange Act Rule 15Ba1-1(d)), to the Borrower or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with the placement of the Subseries 2023B-1-2 Bonds or the process leading thereto.

(xiii) Any certificate signed by the Borrower and delivered to the Placement Agent, the Purchaser, or the Issuer pursuant to the Borrower Documents shall be deemed a representation and warranty by the Borrower to the Placement Agent, the Purchaser, and the Issuer as to the statements made therein as of the date thereof.

(xiv) The Borrower shall honor all other covenants contained in the Borrower Documents.

(xi) The information included in the Certificate of Beneficial Ownership (as hereinafter defined) is true, correct and complete in all respects.

The execution and delivery of this Placement Agreement by the Borrower shall constitute a representation to the Placement Agent that the representations and warranties contained in this Section 2(b) are true as of the date hereof.

(c) The Purchaser represents, warrants and covenants with the Issuer as follows:

(i) The Purchaser has full power and authority to execute and deliver this Placement Agreement and the Purchaser's Letter (as defined below) on behalf of the Purchaser and to carry out the terms hereof and, when executed and delivered by the Placement Agent, this Placement Agreement and the Purchaser's Letter will have been duly and validly authorized, executed and delivered by the Placement Agent, and, assuming due authorization, execution and delivery by the Issuer, the Borrower, and the Placement Agent will be a valid and binding obligation of the Purchaser, enforceable against the Purchaser, and will be in full force and effect, except as limited by bankruptcy, insolvency, liquidation, moratorium, readjustment of debt, reorganization or similar laws relating to the enforcement of creditors' rights generally.

(ii) The Purchaser acknowledges and understands that it has not requested for any CUSIP Numbers to be assigned to the Subseries 2023B-1-2 Bonds and the Placement Agent is hereby directed not to obtain a CUSIP Number for the Subseries 2023B-1-2 Bonds.

The execution and delivery of this Placement Agreement by the Purchaser shall constitute a representation to the Placement Agent that the representations and warranties contained in this Section 2(c) are true as of the date hereof.

3. **Closing.** At or before 12:00 P.M. Central Time, on September [___], 2023 or such later date and time as we mutually agree upon (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Placement Agent, at the offices of Taft Stettinius & Hollister LLP ("Bond Counsel"), or at such other place as we may mutually agree upon, the Subseries 2023B-1-2 Bonds (the "Closing"). The Subseries 2023B-1-2 Bonds shall not be subject to and *shall not* be delivered through the facilities of The Depository Trust Company ("DTC"). The Subseries 2023B-1-2 Bonds shall be delivered by the Issuer directly to the Purchaser in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Bond Counsel, and the Purchaser will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the Borrower and such funds shall be available to the Borrower on the date of Closing pursuant to a closing memorandum prepared by the Purchaser.

It is *not* anticipated that any CUSIP identification numbers will be printed on the Subseries 2023B-1-2 Bonds because the Purchaser has not requested such numbers be obtained. Simultaneously with the delivery of the Subseries 2023B-1-2 Bonds, the Issuer shall cause to be delivered to the Placement Agent opinions of Bond Counsel dated the date of Closing as provided in Section 5(e)(i) and (ii) below.

4. **Conditions Precedent.** The Placement Agent has entered into this Placement Agreement in reliance upon (i) the representations, covenants and agreements of the Issuer contained in this Placement Agreement and in the other Issuer Documents; (ii) the representations, warranties, covenants and agreements of the Borrower contained in this Placement Agreement and in the other Borrower Documents; (iii) the representations, warranties, covenants and agreements of the Purchaser contained in this Placement Agreement and the Purchaser's Letter, and (iv) the performance by the Issuer, the Borrower and the Purchaser of their obligations under this Placement Agreement, if any, and under the above-mentioned documents, both as of the date hereof and as of the Closing Date. The Placement Agent's obligation under this Placement Agreement is and shall be subject to the following further conditions:

(a) The representations and agreements of the Issuer and the Borrower contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date with the same effect as if made on the Closing Date.

(b) No material adverse change shall have occurred, nor shall any development involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects or properties (including the Project) of, the Issuer or the Borrower have occurred between the date hereof and the Closing Date.

(c) The Placement Agent or Purchaser may terminate this Placement Agreement by notification in writing to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing: (i) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Subseries 2023B-1-2 Bonds, which, in the reasonable judgment of the Placement Agent or Purchaser, adversely affects the market for the Subseries 2023B-1-2 Bonds or the sale, at the contemplated offering prices, by the Placement Agent of the Subseries 2023B-1-2 Bonds; or (ii) the Congress of the United States of America shall enact a law, or a bill is favorably reported out of committee of either House, or a decision by a court of the United States of America is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or any other agency of the Federal government having jurisdiction of the subject matter is made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act or the 1939 Act; or (iii) the United States of America becomes engaged in hostilities that result in a declaration of war or a national emergency; or (iv) a general banking moratorium is declared by the United States of America, State of New York or State authorities; or (v) all documentation in connection with the issuance of the Subseries 2023B-1-2 Bonds is not satisfactory in form and substance to the Placement Agent, the Purchaser, the Placement Agent's Counsel or the Purchaser's Counsel; or (vi) there shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States.

(d) At the time of the Closing, the Bond Documents, shall be in full force and effect, shall each be in form and substance acceptable to the Placement Agent in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Placement Agent, the Borrower and the Issuer. Further, the Placement Agent, the Borrower and the Issuer shall have duly adopted and there shall be in full force and effect such resolutions, and there shall have been entered into such agreements, as, in the opinion of Bond Counsel and in the opinion of Ballard Spahr LLP, Minneapolis, Minnesota, counsel to the Placement Agent (the "Placement Agent's Counsel"), shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Subseries 2023B-1-2 Bonds.

(e) At or prior to the Closing, the Placement Agent shall have received the following documents (in each case with such changes as the Placement Agent shall approve):

(i) The approving opinion of Bond Counsel, dated the Closing Date, in substantially the form attached hereto as *Exhibit A*;

(ii) A Favorable Opinion of Bond Counsel (as defined in the Indenture), as required by Section 8.2(a) of the Indenture with respect to the First Supplemental Indenture, and any other Bond Counsel opinions required by the Borrower Documents in connection with the issuance, placement and purchase of the Subseries 2023B-1-2 Bonds;

(iii) The opinion of Winthrop & Weinstine, P.A. counsel to the Borrower (the “Borrower’s Counsel”), dated the Closing Date and addressed to the Issuer, the Trustee, Bond Counsel, the Purchaser, and the Placement Agent, in substantially the form attached hereto as *Exhibit B*;

(iv) A certificate of the Issuer, signed by the Issuer or an authorized designee of the Issuer, to the effect that (A) the representations and agreements of the Issuer in the Issuer Documents are true and correct in all material respects as of the Closing Date; (B) the execution of the Issuer Documents by the Issuer have been duly authorized and taken by the Issuer, are in full force and effect, and have not been modified or rescinded; (C) the Issuer Documents constitute the legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if equitable remedies are sought, and (D) the Issuer has fulfilled or performed each of its obligations contained in the Issuer Documents required to be fulfilled or performed by it as of the Closing Date;

(v) A certificate of the Borrower, signed by an authorized officer or authorized officers of the Borrower, dated the Closing Date, to the effect that (A) the representations, warranties and agreements of the Borrower contained herein and in the Borrower Documents are true and correct in all material respects as of the Closing Date; (B) to the knowledge of the Borrower, no litigation to which the Borrower is a party is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Subseries 2023B-1-2 Bonds or the collection of revenues or other security pledged under the Loan Agreement, (2) in any way contesting or affecting any authority for the issuance of the Subseries 2023B-1-2 Bonds or the validity of the Subseries 2023B-1-2 Bonds, the Resolution, the First Supplemental Indenture, the First Amendment to Loan Agreement or any of the Borrower Documents, or (3) in any way contesting the existence or powers of the Borrower; (C) all resolutions and other actions required to be approved or taken by or on behalf of the Borrower authorizing and approving the transactions described or contemplated in this Placement Agreement, the execution of or approving of the respective forms of, as the case may be, this Placement Agreement, the First Amendment to Loan Agreement, the Borrower Documents and the Subseries 2023B-1-2 Bonds have been duly approved by the Board of Directors of the Borrower, are in full force and effect and have not been modified, amended or repealed; (D) the Borrower has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own and operate its facilities; (E) the Borrower is a Minnesota limited liability company organized, validly existing and in good standing under the laws of the State with full power and authority to own its properties and conduct its business; (F) such other matters reasonably requested by the Placement Agent or Issuer.

(vi) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Subseries 2023B-1-2 Bonds, the Bond Documents by the Issuer and the Borrower shall have been taken, and the Issuer and the Borrower shall each have performed and complied with all agreements, covenants and conditions required to be performed or complied with by the Bond Documents, and the Borrower shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants and conditions apply to the Borrower, and each of such agreements shall be in full force and effect and shall not have been amended, modified or supplemented, except as has been agreed to by the Placement Agent.

(vii) An execution copy or other copy, of each of the Bond Documents;

(viii) Certified copies of the Borrower's resolutions or comparable actions of its Board of Directors authorizing the execution and delivery of the Borrower Documents and approving the Subseries 2023B-1-2 Bonds;

(ix) A certificate of good standing of the Borrower and its organizational documents (including the Borrower's articles of organization and operating agreement), each certified by the proper authorities of the State, and dated within thirty days of the Closing Date.

(x) The Purchaser shall execute and deliver to the Issuer a Purchaser's Letter in substantially the form attached hereto as Exhibit C (the "Purchaser's Letter").

(xi) Evidence of the Controlling Person and the Bondholder's waivers and consents, as applicable, as required by Sections 2.12, 2.13, 8.2 and 8.5 of the Original Indenture and Section 6.13(d) of the Original Loan Agreement.

(xii) A compilation of financing statements ("UCC Search") on file with the Secretary of State of the State or other relevant jurisdictions indicating that the security interests created by the documents herein referenced will have priority, upon execution, satisfactory to the Placement Agent;

(xiii) A date down endorsement to the existing title policy, in a form satisfactory to the Placement Agent and the Purchaser;

(xiv) Certificates of Insurance acceptable to the Purchaser demonstrating that the Borrower has obtained the insurance policies required by the terms of the Loan Agreement;

(xv) The Purchaser shall have received an executed Certificate of Beneficial Ownership from the Borrower and such other documentation and other information requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act. "Certificate of Beneficial Ownership" shall mean a certificate, in form and substance acceptable to the Purchaser (as amended or modified by the Purchaser from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of the Borrower. "Beneficial Owner" shall mean, for the Borrower, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of the Borrower's equity interests; and (b) a single individual with significant responsibility to control, manage or direct Borrower;

(xvi) The Purchaser shall have received an origination fee of \$60,000 from the Borrower (the "Origination Fee"); and

(xvii) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as the Placement Agent or the Purchaser or their respective counsel or the Issuer, may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Placement Agent may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Subseries 2023B-1-2 Bonds.

If the Issuer or the Borrower shall be unable for any reason to satisfy the conditions of the Placement Agent's obligations contained in this Placement Agreement or if the Placement Agent's or the Purchaser's obligations shall be terminated for any reason permitted by this Placement Agreement, and the satisfaction of such conditions has not be waived by the Placement Agent, the Purchaser, and the Issuer, then, at the

option of the Placement Agent, Purchaser and the Issuer, (i) the Closing Date shall be postponed for such period, not to exceed seven (7) days, as may be necessary for such conditions to be satisfied or (ii) without limiting the generality of this Section, the obligations of the Placement Agent, the Purchaser, and Issuer under this Placement Agreement shall terminate and neither the Placement Agent, the Purchaser, the Issuer nor the Borrower shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Borrower, and the Purchaser set forth in Section 6 hereof shall continue in full force and effect.

All of the legal opinions, certificates, proceedings, instruments and other documents mentioned above or elsewhere in this Placement Agreement shall be deemed to be in compliance with the provisions of this Placement Agreement if, but only if, they are in form and substance reasonably satisfactory to the Placement Agent, the Purchaser, the Borrower and the Issuer, and their respective counsel.

5. **Payment of Expenses.**

(a) The Placement Agent and the Purchaser shall be under no obligation to pay, and the Borrower hereby agrees to pay, either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Subseries 2023B-1-2 Bonds, or otherwise, any expenses incident to the performance of the Issuer's and the Borrower's obligations hereunder, including, but not limited to, (a) the costs of printing and preparation for printing or other reproduction for distribution and use in connection with the placement of the Subseries 2023B-1-2 Bonds such number of copies as may be requested by the Placement Agent and the Purchaser of the Bond Documents, as well as any delivery costs incurred in connection with the distribution of the foregoing documents; (b) the cost of preparing the definitive Subseries 2023B-1-2 Bonds; (c) the fees and disbursements of Bond Counsel in connection with the authorization and issuance of the Subseries 2023B-1-2 Bonds; any application or administrative fee of the Issuer; and the fees and disbursements of the Issuer's program manager and any other experts or consultants retained by the Issuer; (d) the fees and expenses of counsel to the Placement Agent; (e) miscellaneous out-of-pocket fees and expenses of the Placement Agent, including the expenses relating to the meals, transportation, lodging, and entertainment incidental to implementing this Placement Agreement; (f) the Purchaser's Origination Fee as set forth in Section 4(e)(xvi) of this Placement Agreement; (g) any other fees and expenses of the Purchaser and its counsel; (h) the various other expenses and costs of Closing, including but not limited to title insurance fees and title recording fees; and (i) all other expenses in connection with the placement of the Subseries 2023B-1-2 Bonds and transaction described in this Placement Agreement. The Issuer shall have no obligation to pay any fees, expenses or costs associated with or resulting from the issuance and delivery of the Subseries 2023B-1-2 Bonds. The Borrower shall pay for any expenses incurred on behalf of the Issuer Indemnified Parties which are incidental to implementing this Placement Agreement. Other than the payment of expenses set forth in this Section, the Placement Agent will not receive a fee for its services as Placement Agent with respect to the Subseries 2023B-1-2 Bonds.

(b) If the Subseries 2023B-1-2 Bonds are not issued and delivered by the Issuer to the Purchaser, as a result of the failure by the Borrower to perform any of its obligations under this Placement Agreement or as a result of the Borrower failing to reach an agreement with the Purchaser as to the terms and conditions of the transactions and documents contemplated hereby, the Borrower agrees that it shall pay all expenses set forth in this Section 5. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Subseries 2023B-1-2 Bonds.

6. **Indemnification.**

(a) To the fullest extent permitted by law, the Borrower agrees to indemnify and hold harmless the Issuer, the Purchaser, the Placement Agent, each person, if any, who controls (as such term is defined

in Section 15 of the 1933 Act) the Issuer, the Purchaser, and the Placement Agent and the respective past, present or future directors, officers, officials, employees, and members of the Issuer, the Purchaser, and the Placement Agent (collectively, the “Indemnified Persons,” and individually, an “Indemnified Person”) from and against any and all liabilities, obligations, suits, actions, judgments, losses, claims, damages, demands, fines, penalties, costs and expenses, including, without limitation, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such liabilities, obligations, suits, actions, judgments, losses, claims, damages, demands, fines, penalties, costs and expenses, arising out of or based upon (i) any allegation or determination that the Subseries 2023B-1-2 Bonds are not exempt from registration under the 1933 Act, or the Indenture is not exempt from qualification under the 1939 Act. Promptly after receipt by an Indemnified Person of notice of the assertion of any claim or the commencement of any action, such Indemnified Person shall, if a claim in respect thereof is to be made against the Borrower, notify the Borrower in writing of the assertion or commencement thereof. In case any such action shall be brought against any Indemnified Person, and such Indemnified Person shall notify the Borrower of the commencement thereof, the Borrower shall be entitled to participate in and, to the extent that either wishes, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person, and after notice from the Borrower to such Borrower of its election so to assume the defense thereof, the Borrower shall not be liable to such Indemnified Person under this Section 6(a) for any legal or other expenses subsequently incurred by such Indemnified Person in connection with the defense thereof; provided, however, that if the named parties to any such action (including any impleaded parties) include the Indemnified Person and the Borrower, and the Indemnified Persons reasonably conclude that there may be one or more legal defenses available to them which are different from or additional to those available to the Borrower, the Indemnified Persons shall have the right to select separate counsel to assume such legal defense and to otherwise participate in the defense of such action on behalf of the Indemnified Persons.

(b) The indemnities contained herein shall survive the Closing under the Placement Agreement and any investigation made by or on behalf of the Placement Agent or the Issuer or any person who controls any of such parties of any matters described in or related to the transactions contemplated hereby and by the Bond Documents. The parties hereto shall not be liable to indemnify any person in any settlement of any action effected without its consent. The parties hereto shall not be liable for any judgment if, as a result of the failure of the Indemnified Person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the parties hereto are not provided sufficient notice to defend such suit.

7. Acknowledgements, Agreements and Covenants of the Issuer, the Borrower and the Purchaser.

(a) The Issuer, the Borrower and the Purchaser each acknowledge and agree that (i) the primary role of the Placement Agent is, on a best efforts basis, to arrange for the placement with the Purchaser of all, but not less than all, of the total principal amount of the Subseries 2023B-1-2 Bonds, and that the Placement Agent has financial and other interests that differ from those of the Issuer, the Borrower and the Purchaser; (ii) the placement, purchase and sale of the Subseries 2023B-1-2 Bonds pursuant to this Placement Agreement is an arm’s-length commercial transaction among the Issuer, the Borrower, the Purchaser and the Placement Agent; (iii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Placement Agent is and has been acting solely as a principal and is not acting as the agent, advisor, or fiduciary of the Issuer, the Borrower, the Purchaser, or any other party; (iv) the Placement Agent has not assumed individually or collectively an advisory or fiduciary responsibility in favor of the Issuer, the Borrower, the Purchaser, or any other party, with respect to the transaction contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has advised or provided other services or is currently advising or providing other services to the Issuer, the Borrower, or the Purchaser on other matters) and the Placement Agent has no obligation to the Issuer, the Borrower, or the Purchaser with respect to the

transaction contemplated hereby except the obligations expressly set forth in this Placement Agreement; (v) the Placement Agent has no obligation to conduct any independent evaluation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance sheet assets and liabilities) of the Borrower or any other party or any of their respective affiliates or to advise or opine on any related solvency or viability issues, and the Placement Agent's role in any due diligence is limited solely to performing such review as it shall deem necessary to support its own services and comply with its statutory obligations, and such review shall be for its own purposes and not on behalf of the Issuer, the Borrower, or the Purchaser; (vi) the only contractual obligations the Placement Agent has with respect to the transaction contemplated hereby are expressly set forth in this Placement Agreement; and (vii) each of the Issuer, the Borrower and the Purchaser has consulted its own respective legal, accounting, tax, financial, municipal, disclosure and other advisors and counsel, as applicable, to the extent each has deemed appropriate. If the Issuer, the Borrower, or the Purchaser would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Borrower, or the Purchaser, then such party is free to engage a municipal advisor to serve in that capacity. Neither this Placement Agreement nor any other agreement shall give rise to any expressed or implied commitment by the Placement Agent to purchase or place any of the Subseries 2023B-1-2 Bonds. Further, the Issuer, the Borrower and the Purchaser expressly release the Placement Agent from any obligation to market the Subseries 2023B-1-2 Bonds to any potential investor other than the Purchaser.

(b) The Borrower, the Issuer and the Purchaser each expressly releases the Placement Agent of any due diligence and disclosure obligations relating to the sale of the Subseries 2023B-1-2 Bonds and acknowledges that the Placement Agent has not performed any due diligence with respect to the Issuer, the Borrower, or the Subseries 2023B-1-2 Bonds on which the Purchaser may rely or has relied. Accordingly, the Purchaser acknowledges that in its purchase of the Subseries 2023B-1-2 Bonds, it has not relied upon any information furnished by the Placement Agent. The Borrower has provided additional information and materials, as requested, to the Purchaser of the Subseries 2023B-1-2 Bonds, which information the Purchaser further acknowledges is not guaranteed as to its accuracy or completeness, and is not to be construed as a representation, by the Placement Agent.

(c) The Issuer shall promptly advise the Placement Agent and the Borrower, by written notice, if the City Manager of the Issuer, after the date of this Placement Agreement and prior to the Closing Date, has actual knowledge that any of the representations of the Issuer set forth herein, if made at the time of such notice, would be untrue or misleading.

(d) The Borrower shall not amend, terminate, or rescind, and will not agree to any amendment, termination, or rescission of any Borrower Document prior to the Closing Date without the prior written consent of the Issuer and the Placement Agent or the Purchaser.

(e) The Borrower shall promptly advise the Placement Agent and the Issuer, by written notice, of any matter arising or discovered after the date of this Placement Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations or warranties set forth herein to be untrue or misleading or is reasonably likely to adversely affect the correctness or completeness of any statement of material fact regarding the Borrower contained in the Offering Document.

(f) Prior to the Closing Date and other than as set forth in the Bond Documents, the Borrower shall not create, assume, or guarantee any indebtedness payable from, or pledge or otherwise encumber, the revenues, assets, properties, funds, or interests that will be pledged pursuant to the Loan Agreement as security for the repayment of the Subseries 2023B-1-2 Bonds.

(g) The Borrower shall not deliberately undertake any course of action inconsistent with satisfaction of the requirements applicable to the Borrower as set forth in this Placement Agreement.

(h) The Borrower agrees that it will not willfully take or omit to take any action within its reasonable control that would prevent the Subseries 2023B-1-2 Bonds from being issued and delivered to the Purchaser on the Closing Date as provided in this Placement Agreement or the Purchaser's Letter. In order to coordinate most effectively the Placement Agent's efforts to place the Subseries 2023B-1-2 Bonds, the Borrower and its management will promptly inform the Placement Agent of any substantive discussions they may have or of any inquiry they may receive concerning the purchase or placement of the Subseries 2023B-1-2 Bonds.

8. **[Reserved].**

9. **Notices.** All communications under this Placement Agreement shall be in writing and, except as otherwise provided, shall be delivered at, or mailed by certified or registered mail, return receipt requested, or telegraphed with such telegraph to be confirmed in writing, mailed in accordance with the preceding provisions, to the following addresses:

- | | |
|--------------------------------|--|
| (a) if to the Placement Agent: | Piper Sandler & Co.
3424 Peachtree Road NE., Ste 2050
Atlanta, GA 30326
Attention: Cody Wilson, Managing Director |
| with a copy to: | Ballard Spahr LLP
2000 IDS Center
Minneapolis, MN 55402
Attention: Benjamin Johnson, Esq. |
| (b) if to the Borrower: | Roers Fridley Apartments Owner II LLC
c/o Roers Companies
Two Carlson Parkway North, Suite 400
Plymouth, MN 55447
Attention: Andy Bollig, Brian Roers, and Lara Page |
| with a copy to: | Winthrop & Weinstine, P.A.
Capella Tower
225 South 6 th Street., Ste 3500
Minneapolis, MN 55402 |
| (c) if to the Issuer: | City of Fridley, Minnesota
7071 University Avenue NE
Fridley, MN 55432
Attention: Finance Director/Treasurer |
| with a copy to: | Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8 th Street
Minneapolis, MN 55402
Attention: Catherine Courtney, Esq. |
| (d) if to the Purchaser: | Alerus Financial, N.A.
120 S 6 th Street, Ste 200
Minneapolis, MN 55402 |

(e) with a copy to:

Fabyanske, Westra, Hart & Thomson
333 South 7th Street, Ste. 2600
Minneapolis, MN 55402
Attention: Rory Duggan

10. **Benefit.** This Placement Agreement is made solely for the benefit of the Issuer, the Borrower, the Purchaser and the Placement Agent (including its successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

11. **Approval.** The approval of the Placement Agent when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Borrower and the Issuer.

12. **Execution in Counterparts.** This Placement Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. **Amendments.** This Placement Agreement may not be amended without the written consent of the Issuer, the Borrower and the Placement Agent.

14. **Survival of Representations and Warranties.** The representations and warranties of the Borrower and the representations of the Issuer shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Placement Agent (or statements as to the results of such investigations) concerning such representations and statements of the Issuer and the Borrower and regardless of delivery of and payment for the Subseries 2023B-1-2 Bonds.

15. **Governing Law.** This Placement Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of New York, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Issuer.

16. **No Prior Agreements.** This Placement Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the Issuer.

17. **Effective Date.** This Placement Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Issuer and the Borrower and shall be valid and enforceable as of the time of such acceptance.

18. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Placement Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Placement Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

(The remainder of this page is intentionally left blank.)

PIPER SANDLER & CO.,
as Placement Agent

By: _____
Cody Wilson
Its: Managing Director

(Signature page to Placement Agreement re City of Fridley, Minnesota Multifamily Housing Revenue
Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2)

Accepted and approved as of the date first above written.

CITY OF FRIDLEY, MINNESOTA,

By: _____
Name: Scott J. Lund
Title: Mayor

By: _____
Name: Walter I. Wysopal
Title: City Manager

(Signature page to Placement Agreement re City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2)

Accepted and approved as of the date first above written.

ROERS FRIDLEY APARTMENTS OWNER II LLC, a
Minnesota limited liability company

By: Roers Fridley Apartments Managing Member II LLC, a
Minnesota limited liability company

By: _____
Name: _____
Title: _____

(Signature page to Placement Agreement re City of Fridley, Minnesota Multifamily Housing Revenue
Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2)

Accepted and approved as of the date first above written.

ALERUS FINANCIAL, N.A., as Purchaser

By: _____
Name: _____
Title: _____

(Signature page to Placement Agreement re City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Project), Taxable Subseries 2023B-1-2)

SCHEDULE I

**[\$12,000,000]
City of Fridley, Minnesota
Multifamily Housing Revenue Bonds
(Moon Plaza Apartments)**

Dated: [September __], 2023

**[\$12,000,000] 8.0% Series 2023 Term Bonds due December 1, 2026
Price of 100.0%**

Optional Redemption. Subseries 2023B-1-2 Bonds. The Subseries 2023B-1-2 Bonds are subject to optional redemption by the Issuer at the direction of the Borrower, in whole or in part, upon not less than thirty (30) days' written notice to the Trustee, on any date, at par, plus accrued interest to (but not including) the date of redemption.

Other Redemptions. The Subseries 2023B-1-2 Bonds are also subject to other redemption provisions as set forth in the Indenture.

EXHIBIT A
FORM OF OPINION OF BOND COUNSEL

[TO BE PROVIDED]

EXHIBIT B
FORM OF OPINION OF BORROWER'S COUNSEL

[TO BE PROVIDED]

EXHIBIT C
FORM OF PURCHASER'S LETTER

September [____], 2023

City of Fridley, Minnesota
7071 University Avenue NE
Fridley, MN 55432

Piper Sandler & Co., as Placement Agent
3424 Peachtree Road NE., Suite 2050
Atlanta, GA 30326

Re: \$[12,000,000] The City of Fridley, Minnesota Multifamily Housing Revenue Bonds (Moon Plaza Apartments) Taxable Subseries 2023B-1-2

Ladies and Gentlemen:

The undersigned, Alerus Financial, N.A. (the "Purchaser") hereby represents and warrants to you as follows:

1. The Purchaser, pursuant to that certain Placement Agreement, dated September [____], 2023 (the "Placement Agreement"), between the Purchaser, the City of Fridley, Minnesota (the "Issuer"), Roers Fridley Apartments Owner II LLC, a Minnesota limited liability company (together with its permitted successors and assigns, the "Borrower"), and Piper Sandler & Co. (the "Placement Agent"), has purchased on the date hereof at the price of par, with no accrued interest, \$[12,000,000] in par amount of the above-referenced bonds (the "Bonds") issued pursuant to that certain Indenture of Trust, dated as of July 1, 2023, between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture of Trust dated as of September 1, 2023 (as supplemented, the "Indenture"), between the Issuer and the Trustee and consented to by the Borrower, the proceeds of which will be loaned to the Borrower, pursuant to that certain Loan Agreement dated as of July 1, 2023, between the Issuer and the Borrower, as amended by the First Amendment to Loan Agreement dated as of September 1, 2023 (as amended, the "Loan Agreement") each between the Issuer and the Borrower and consented to by the Trustee, to (i) refund and redeem the outstanding principal balance of, and accrued interest on, the Subseries 2023B-1-1 Bonds (as defined in the Indenture), and (ii) fund costs of issuance.

2. The Purchaser is a bank¹, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, as amended, or a consortium of such entities; or a municipal entity with funds that are, at least in part, proceeds

¹ A) a banking institution organized under the laws of the United States or a Federal savings association, as defined in section 2(5) of the Home Owners' Loan Act [12 USCS § 1462(5)], (B) a member bank of the Federal Reserve System, (C) any other banking institution or savings association, as defined in section 2(4) of the Home Owners' Loan Act [12 USCS § 1462(4)], whether incorporated or not, doing business under the laws of any State or of the United States, a substantial portion of the business of which consists of receiving deposits or exercising fiduciary powers similar to those permitted to national banks under the authority of the Comptroller of the Currency pursuant to the first section of Public Law 87-722 (12 U.S.C. 92a), and which is supervised and examined by State or Federal authority having supervision over banks or savings associations, and which is not operated for the purpose of evading the provisions of this title, and (D) a receiver, conservator, or other liquidating agent of any institution or firm included in clauses (A), (B), or (C) of this paragraph." 15 U.S.C.S. § 78c(a)(6).

of, or fully or partially secure or pay, the purchaser's issue of municipal obligations (e.g., state revolving fund or bond bank).

3. The Purchaser has sufficient knowledge and experience in business and financial matters in general, and investments such as the Bonds in particular, to enable the Purchaser to evaluate the Bonds, the credit of the borrower, the collateral and the bond terms and that the Purchaser will make its own independent credit analysis and decision to purchase the Bonds based on independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the Placement Agent, or its affiliates, its directors, officers, employees, attorneys or agents.

4. The Purchaser acknowledges that no credit rating has been sought or obtained with respect to the Bonds.

5. The Purchaser acknowledges that no official statement has been prepared for the Bonds. The Purchaser has been offered copies of or full access to all documents relating to the Bonds and all records, reports, financial statements and other information concerning the Issuer and the Borrower and pertinent to the source of payment for the Bonds as deemed material by the Purchaser, which the Purchaser as a reasonable investor, has requested and to which the Purchaser, as a reasonable investor, would attach significance in making an investment decision.

6. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

7. The Purchaser states that: (a) it is a bank, savings and loan association, insurance company, or registered investment company; or an investment adviser registered either with the Securities and Exchange Commission under Section 203 of the Investment Advisers Act of 1940 or with a state securities commission (or any agency or office performing like functions); or any other entity (whether a natural person, corporation, partnership, trust, or otherwise) with total assets of at least \$50 million; and (b) it is (i) an "accredited investor" within the meaning of Rule 501(a)(1) of Regulation D under the Securities Act of 1933, as amended (the "1933 Act") or (ii) a "Qualified Institutional Buyer" as defined in Rule 144A under the 1933 Act; and (c) it is capable of evaluating investment risks and market value independently, both in general and with regard to transactions and investment strategies in municipal securities; and (d) it is exercising independent judgment in evaluating: the quality of execution of the Purchaser's transactions by the Placement Agent; and (e) the Purchaser has timely access to material information that is available publicly through established industry sources as defined in Municipal Securities Rulemaking Board (MSRB) Rule G-47;²

8. The Purchaser is purchasing the Bonds solely for its own account for investment purposes only, with a present intent to hold the Bonds until maturity, early redemption or mandatory tender, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Purchaser's property will remain at all times within its control).

9. The Purchaser understands that the Bonds (i) have not been registered under the 1933 Act, and (ii) have not been registered or qualified under any state securities or "Blue Sky" laws, and that the Indenture has not been qualified under the Trust Indenture Act of 1939, as amended.

10. The Purchaser acknowledges that in connection with the offering of the Bonds: (i) the Placement Agent has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bonds.

² Pursuant to MSRB Rule G-47 established industry sources shall include the MSRB's Electronic Municipal Market Access ("EMMA"®) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue.

11. The Purchaser understands that the Issuer, the Borrower and the Placement Agent and their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

12. The signatory of this Letter is a duly authorized officer of the Purchaser with the authority to sign this Letter on behalf of the Purchaser, and this Certificate has been duly authorized, executed and delivered.

Very truly yours,

ALERUS FINANCIAL, N.A., as Purchaser

By: _____
Name: _____
Title: _____

DMFIRM #409156512 v3



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director
Stacy Stromberg, Planning Manager
Nancy Abts, Associate Planner

Title

Ordinance No. 1416, Amending the Fridley City Code Chapter 205, Zoning, to allow Interim Use Permits, and Authorizing Publication of Summary Ordinance No. 1416 (Second Reading)

Background

The City of Fridley regulates land use in a variety of ways. Through the zoning chapters of the Fridley City Code, some uses are considered "Permitted" and are allowed by right, with no special review or approvals granted by the City Council. Other uses are considered "Special Uses" within a certain zoning district and require review and approval by the Planning Commission and City Council before they are allowed.

Once approved, both Permitted and Special Uses are permanent and "run with the land." However, some uses may not be permanently desirable for a property. In those instances, State Statute allows cities to issue Interim Use Permits. Interim use permits allow the city regulatory flexibility and the opportunity to approve certain land uses without creating a future legal nonconformity (e.g., creating a "grandfathered" use).

Interim Uses identified in the ordinance include temporary facilities, seasonal uses, and use of an identified Redevelopment Site that is unlikely to redevelop within the interim use permit period. The ordinance also allows the City Council to determine similar uses to be approved as Interim Uses.

Following a public hearing, the City Council approved the first reading of the ordinance on September 11, 2023.

Financial Impact

Interim Use Permits require the same public hearing procedures as Special Use Permits, and fees will be set accordingly.

Vision Statement

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

Recommendation

Staff recommend the City Council approve the second reading of Ordinance No. 1416.

Staff recommend the City Council approve Summary Ordinance No. 1416 for publication.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Ordinance No. 1416
- Summary Ordinance No. 1416

Vision Statement

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

Ordinance No. 1416

Amending the Fridley City Code Chapter 205, Zoning, to Allow Interim Uses

The City Council of the City of Fridley does ordain, after review, examination and staff recommendation that the Fridley City Code be amended as follows:

Section 1

That the Fridley City Code Chapter 205, Zoning, be hereby amended as follows:

205.05 Administration and Enforcement

6. Interim Use Permit

A. Definition and Purpose.

(1) An interim use is a temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it.

(2) The purposes for allowing interim uses are:

(a) To allow a use for a temporary period of time until a permanent location is obtained or while the permanent location is under construction;

(b) To allow a use that is presently judged acceptable by the City Council, but that with anticipated development or redevelopment, will not be acceptable in the future or will be replaced in the future by a permitted or special conditional use allowed within the respective district;

(c) To allow a use that is seasonal in nature; or

(d) To allow a use for a limited period of time that reasonably uses the property where it is not reasonable to use it in the manner otherwise provided in the zoning ordinance or comprehensive plan.

B. Application. An application for an interim use permit must comply with the provisions for a conditional Special Use Permit in the section of this chapter titled Special Use Permit.

C. Procedure. An interim use application will be processed in accordance with the procedure for conditional Special Use Permits established in this chapter.

D. General Standards. No interim use permit may be granted unless the City Council determines that the use will comply with the following:

- (1) The use will not delay anticipated development or redevelopment of the site;
- (2) The use will not adversely impact implementation of the Comprehensive Plan;
- (3) The use will not be in conflict with provisions of the city code on an ongoing basis;
- (4) The use will not adversely affect the adjacent property, the surrounding neighborhood, or other uses on the property where the use will be located;
- (5) The date or event that will terminate the use can be identified with certainty;
- (6) The use will not impose additional unreasonable costs on the public;
- (7) The applicant has signed a consent agreement stating that the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the interim use permit and that the interim use permit will not impose additional costs on the public if it is necessary for the public to fully or partially take the property in the future; and
- (8) The applicant agrees in writing to any conditions that the City Council deems appropriate for the use including the requirement for a financial security to ensure removal of all evidence of the use upon termination.

E. Uses Permitted with an Interim Use Permit may include but are not limited to:

- (1) Interim use of an identified Redevelopment Site unlikely to redevelop within the interim use permit period;
- (2) Temporary structures in use until a permanent facility can be constructed;
- (3) Off-site parking;
- (4) Seasonal uses not otherwise provided for in this Chapter;
- (5) Any other uses determined by the City Council to be the same or similar type uses.

F. Effect of Permit.

- (1) An interim use permit is effective only for the location specified in the permit.
- (2) An interim use permit, including any conditions, shall run with the land and shall not be affected by a change in ownership of the property unless it is stated in the interim use permit that a change in ownership of the property will terminate the interim use permit.

(3) The issuance of an interim use permit does not confer on the property any vested right.

(4) The granting of an interim use permit by the City does not constitute, imply, or guarantee the granting of any other required approvals (e.g., a building permit).

G. Termination.

(1) An interim use permit expires and the interim use must terminate at the earlier of:

(a) The expiration date of the interim use permit;

(b) The occurrence of any event identified in the interim use permit for the termination of the use;

(c) Revocation of the interim use permit; or

(d) An amendment to city code that no longer allows the interim use.

(2) An interim use permit expires if the interim use ceases operation for a continuous period of at least one year.

H. Revocation or Modification. The City Council may review an interim use permit periodically and may revoke a permit upon violation of any condition of the permit, any law of the United States or the State of Minnesota, or any city ordinance. If it is discovered after approval of the interim use permit that the city's decision was based at least in part on false, misleading, or fraudulent information, the City Council may revoke the permit, modify the conditions, or impose additional conditions to ensure compliance with this section. The procedure for revocation will be the same as that for Special Use Permits specified in this section. All costs incurred by the City during the revocation process may be assessed to the property.

I. Amendments. All requested amendments to the conditions of an existing interim use permit shall be processed in the same manner as a new application.

J. Renewals. The property owner may initiate renewal of an Interim Use Permit set to expire. Application requirements for renewal of an existing interim use permit shall be the same as for a new application.

(1) Terminated interim use permits cannot be renewed.

(2) Upon receiving a complete application for an interim use permit renewal, the City shall send notice of the requested renewal to all property owners within 350 feet of the parcel(s) containing the interim use. If any objections are raised within 10 days of the mailed notice, the application shall be processed in the manner of a new application. If no objections are raised, the City shall prepare a resolution to approve outlining the conditions and stipulations

of renewal for consideration by the City Council. The City Council at its discretion may approve or deny the request with findings. Denial of a renewal request does not constitute termination of the existing interim use permit.

~~6.~~7. Variances

A. Planning Commission.

The City Council has established the Planning Commission to serve as the Board of Appeals and Adjustment, and to exercise all the authority and perform all functions of said Board pursuant to Minnesota Statute Sections 462.351 to 462.36 4 and operate according to the Fridley City Code.

B. Petition By Owner.

A variance may be granted when it is in harmony with the general purposes and intent of this Chapter and when the variance is consistent with the Comprehensive Plan. A property owner may request a variance when the owner establishes that there are practical difficulties in complying with this Chapter. An application must be filed with the City and must state the exceptional conditions and the peculiar and practical difficulties claimed as a basis for a variance. A practical difficulty means:

- (1) The property owner proposes performance standards for the property in a reasonable manner, but not permitted by the Zoning Code.
- (2) The plight of the landowner is due to circumstances unique to the property not created by the landowner.
- (3) The variance, if granted, will not alter the essential character of the locality.

C. Hearing.

Within thirty (30) days after filing a completed application, the Planning Commission shall hold a hearing thereon and shall hear such persons that want to be heard. Notice of such hearing shall be mailed out at least ten (10) days before the date of the hearing to each owner of affected property situated wholly or partially within 350 feet of the requested variance location.

D. Recommendations By Planning Commission.

The Planning Commission must act and report its recommendations within a reasonable time so that the City Council can act on the application within sixty (60) days of receipt of completed application. The Planning Commission may impose conditions in the granting of a variance that the Commission considers necessary to protect adjacent properties.

E. Variances In R-1 Zoning.

(1) In areas zoned R-1 (One Family Dwelling District) and S-1 (Hyde Park Neighborhood District), the Planning Commission has the authority to grant final approval of variances when all of the following conditions are met:

- (a) There is unanimous agreement of the Planning Commission.
- (b) The staff concurs with the recommendations of the Planning Commission.
- (c) The general public attending the meeting or responding to the notice of public hearing have no objection.
- (d) The petitioner is in agreement with the recommendation.

(2) When the above conditions are not met, the variance request must be reviewed by the City Council.

F. Record Of Action Taken.

The Planning Commission shall provide for a written record or video recording of its proceedings which shall include the minutes of its meeting, its findings and the recommendation, approval, or denial of each matter heard by it. The finding of fact shall contain the following:

- (1) The public policy which is served by requirement; and
- (2) The unique circumstance of the property that cause practical difficulties in the strict application of the requirement; and
- (3) Any stipulations of the variance approval.

G. Action By The City Council.

The City Council must act on the recommendation of the Planning Commission and decide on the action to be taken within sixty (60) days of the notice of variance.

H. Lapse Of Variance By Non-use.

If work as permitted by a variance is not commenced within one year and completed within two years after granting-of a variance, then the variance shall become null and void unless a petition for extension of time in which to complete the work has been granted by the City Council. Such extension shall be requested in writing and filed with the City at least twenty (20) days before the expiration of the original variance. The request for extension shall state

facts showing a good faith attempt to complete the work permitted in the variance. Such petition shall be presented to the City Council for review and/or decision.

~~7.~~ 8. Appeals

A. Planning Commission.

The City Council established the Planning Commission to serve as the Board of Appeals and Adjustment and to exercise all the authority and perform all functions of said Board pursuant to Minnesota Statute Sections 462.351 to 462.364 and operate according to the Fridley City Code.

B. Petition by Owner.

Any person aggrieved by an alleged error in any order, requirement, decision, or determination made by a code enforcement officer or any other duly authorized agent in the enforcement of this Chapter, may request a hearing before the Planning Commission. The appeal must be made in writing to the Community Development Director according to the terms and procedures established in Chapter 128 of City Code, and must clearly describe the code section under appeal, the facts of the matter, and the mailing address of the owner.

C. Hearing.

The Community Development Director shall notify the Planning Commission and the property owner of the hearing's date, time, and place. Within sixty (60) days after filing an appeal from the administrative order, the Planning Commission shall hold a public hearing thereon, unless a date is agreed upon by the property owner and the City. Both the property owner and representatives of the City may appear at the hearing with Council and may call witnesses and present relevant and competent evidence.

D. Recommendations by Planning Commission.

Within ten (10) days after such hearing, the Planning Commission shall reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination of the code enforcement officer or other duly authorized agent.

E. Record of Action Taken.

The Planning Commission shall provide for a written record or video recording of its proceedings which shall include the minutes of its meeting, its findings and the recommendation, approval, or denial of each matter heard by it.

F. Appeal to Council.

Any person aggrieved by the decision of the Planning Commission may appeal that decision to the City Council by filing notice of such appeal with the Community Development Director within twenty (20) days of receiving notice of the Planning Commission's decision. The appeal must be in writing and must include a statement of the alleged errors or omissions of the Planning Commission. The City Council shall review the record and recommendation created by the Planning Commission within twenty (20) days following an appeal request and shall reverse or affirm wholly or partly, or modify the order, requirement, decision, or determination of the Planning Commission. If the Council fails to make a timely decision, the appeal shall be deemed to have been approved.

~~8.~~9. Vacations

A. Process.

A party desiring to vacate any public right-of-way or easement, may file a written vacation request with the City together with the fee established in Chapter 11 of the City Code and the documentation required by the City on the application.

B. Public Water.

If a public right-of-way included in a vacation application adjoins a body of public water, a written notice must be sent to the Commissioner of the Minnesota Department of Natural Resources at least sixty (60) days before the hearing on the matter. In such cases, the City may provide for an extension of no more than sixty (60) days of the period for consideration of the application by notifying the applicant in writing. Failure of a property owner to receive notice shall not invalidate any such proceedings as set forth within this Chapter.

C. Council Hearing and Action.

- (1) Hearing. The City Council shall conduct a public hearing following notice described in this Section on the vacation request. The City Council shall follow such procedures as established by the City Charter for approval of vacation requests.
- (2) Notice. The public hearing shall follow a minimum two (2) week's published and posted notice and a minimum ten (10) day written notice to any adjoining property owner and on public right of way vacations.
- (3) Reservation of Interest. The City Council may specify the extent to which such vacation affects existing easements therein and the extent to which the vacation affects the authority of any person, corporation or city owning or controlling electric or telephone poles and lines, gas and sewer lines, or water pipes, mains and hydrants, thereon or thereunder, to continue to maintain the same or to enter upon such public right of

way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto.

~~9.~~ 10. Building Permits

- A. No construction shall commence until a building permit has been issued indicating that the existing or proposed structure and the use of the land, comply with this Chapter and all building codes.
 - (1) All applications for building permits which will affect the outside dimensions of a structure, shall be accompanied by three (3) copies of a site plan.
 - (2) If the site consists of land not a part of a subdivision or land composed of partial lots, the site plan shall be attached to a survey or a registered land survey showing the actual dimensions of the lot, lots or parcel to be built upon. The site plan shall also show dimensions of existing and or proposed structures to be erected or structurally altered, their location on the site in relation to the outside boundary, the required off-street parking plan, proposed and existing grades, which indicate drainage considerations, and such other information as may be necessary to provide for the enforcement of these regulations.
 - (3) Site plans submitted for all uses except one and two family dwellings shall contain lighting and landscape plans, and all site improvements are to be bonded at the rate of 3% of the total project cost up to a maximum amount of \$60,000, guaranteed by letter of credit or bond to the City.
 - (4) The Council may waive the bond requirement, but a performance agreement would then be required from the land owner, requiring the work to be done within a reasonable time, to be fixed in the agreement, and if such improvements are not completed within the time specified, the City may construct or complete such improvements and assess the cost against the owner.
- B. No building permit will be issued unless sufficient construction plans or written description of construction, grading, excavating and filling as required by the City to assure reasonable structural safety and adequacy of building and finished grades for the proposed use have been submitted and approved.
- C. Once construction of the foundation has been completed, an as-built certificate of survey showing the location of the foundation shall be required, before the framing of the structure is begun.
- D. All institutional, multiple dwelling, commercial and industrial developments must obtain a parking lot (land alteration) permit before paving may begin on any parking lot built or added onto, that is not a part of a building permit. A plan for the parking lot shall be submitted to

the City for approval. This plan shall show the proposed site, structures, access drives, off-street loading spaces, screening, lighting, stacking spaces, curbing, drainage, striping, landscaping, parking spaces, existing structures within 100 feet of the site and paving specifications. If the proposed plan meets all City and State requirements, a land alteration permit shall be issued.

- E. Every permit issued by the City under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained, and the fee therefor shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such; work; and provided further that such suspension or abandonment has not exceeded one (1) year.
- F. Any permittee holding an unexpired permit may apply for an extension of the time within which he or she may commence work under that permit when he or she is unable to commence work within the time required by this Section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than once. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

10-11. Certificate of Occupancy

- A. A certificate of occupancy shall be obtained for all new construction stating that all provisions of this Chapter and the Chapter of the Fridley City Code entitled "Building and Related Permit Fees" are in compliance.
- B. A certificate of compliance shall be issued to all existing legal nonconforming and conforming uses which do not have a certificate of occupancy after all public health, safety, convenience and general welfare conditions of the City Code are in compliance.
- C. No permit or license required by the City of Fridley or other governmental agency shall be issued by any department official or employee of the City of such governmental agency, unless the application for such permit or license is accompanied by proof of the issuance of a certificate of occupancy or certificate of compliance.

11-12. Enforcement

Violation A Misdemeanor; Penalty.

The owner of a building or premises in or upon which a violation of any provisions of this Chapter has been committed, or shall exist; or the lessee of the entire building or entire premises in or upon which a violation has been committed or shall exist; or the owner or lessee of any part of the building, or premises in or upon which such violation has been committed or shall exist, shall be guilty of a misdemeanor, and subject to all penalties provided for such violations under the provision of Chapter 901 of this Code each and every day that such violation continues. Any such person who, having been served with an order to remove any such violation, shall fail to comply with said order to remove any such violation, within ten (10) days after such service, or shall continue to violate any provisions of the regulations made under authority of this Chapter in the respect named in such order shall be guilty of a misdemeanor and subject to all penalties provided for such violations under the provisions of Chapter 901 of this Code. Each day that such violation continues shall be a separate violation.

Section 2

That the Fridley City Code be hereby amended by updating Chapter 209, Fees as follows:

Fridley City Code Chapter 209 Fees

209.12.7 Planning And Zoning Fees

Code	Subject	Fee
M.S. § 462.355	Comprehensive Plan Amendment	\$1,500
217	Condominium (annual registration) – 2-4 units – 5-12 units – 13-24 units – Over 24 units	\$20 \$30 \$40 \$50
217.04	Condominium conversion registration (one-time fee) – 2 units – 3-7 units – 8-12 units – Over 12 units	\$500 \$750 \$1,000 \$1,000 + \$50 per unit for every unit over 12
208	Conservation Plan Review (as part of building permit for new construction)	\$450
205	Farmers Market Event Permit	\$100
<u>205</u>	<u>Interim Use Permit</u> – <u>R-1</u> – <u>All others</u>	<u>\$1,000</u> <u>\$1,500</u>

211	Lot Splits	\$1,250
205.24	Master Plan, Application or Amendment	\$1,500
203	Manufactured Home Parks	\$30 + \$1 per trailer site (one-time fee)
214	Signs and/or Billboards – Permanent wall sign – Permanent free-standing/monument – Permanent re-face/face-change – Temporary sign	\$100 \$200 \$50 \$100 plus (\$200 deposit refunded if conditions met)
205.30	Telecommunications Permit to add Equipment to an Approved Site Small Cell Telecommunications Towers and Facilities District – 205.30.24 Distributed Antenna System (DAS) Application Fee – 205.30.24 DAS Application Review Fee – 205.30.9(9) DAS Abandonment Escrow	\$400/user/tower \$500 \$1,500 \$2,000
205.30	Temporary Outdoor Display Permit	\$75
205.33	Transit Oriented District (TOD) Project Plan Application	\$1,500
205.33	TOD Tree Substitution Fee to TOD Capital Project Fund	\$500 per tree
211	Plat – Up to 200 lots – Each additional lot	\$1,500 \$15
205	Rezoning	\$1,500
205	Special Use Permit – R-1 – All others	\$1,000 \$1,500
205	Vacations, Right of Way or Easement	\$1,500
205	Variance – R-1 – All others	\$500 \$1,400
205	Wetlands – Certifying Exemptions – Replacement Plan Application – No Loss Determination – Appeal of Decision	\$1,500 \$1,500 \$1,500 \$1,500

Passed and adopted by the City Council of the City of Fridley on this 25th day of September, 2023.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

Public Hearing: September 11, 2023

First Reading: September 11, 2023

Second Reading: September 25, 2023

Publication: September 28, 2023

City of Fridley
Summary Ordinance No. 1416

Amending the Fridley City Code Chapter 205, Zoning, to Allow Interim Uses

The City of Fridley does ordain, after review, examination, and staff recommendation that the Fridley City Code (Code) be amended by adopting Ordinance No. 1416. A summary of the amendments to the Code made by Ordinance No. 1416 are as follows:

The Ordinance adds Section 205.05, Subsection 6, Interim Use Permit, to the Fridley City Code (Code). Section 205.05.6.A is a definition and purpose statement, § 205.05.B describes application required, § 205.05.C describes procedures § 205.05.D describes general standards, § 205.05.E describes uses permitted, § 205.05.F describes the effect of permit, § 205.05.G gives reasons for termination, § 205.05.H gives reasons for revocation or modification; § 205.05.I describes amendments, § 205.05.J explains renewal procedures. The Ordinance amends Chapter 209, Fees by adding Interim Use Permits for R-1 and other zoning classifications to the Code.

Ordinance No. 1416 was passed and adopted by the City Council of the City of Fridley on September 25, 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: September 25, 2023

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution No. 2023-109, Approving City Licenses

Background

Pursuant to chapters of the Fridley City Code (Code), certain business licensing activities require approval of the Fridley City Council (Council).

The City has received the following license applications for approval:

- **Temporary Lawful Gambling Permit**
Mary Sue Myers of the Fridley Historical Society has applied for a Temporary Lawful Gambling permit for an event to be held at the Fridley Historical Society on Saturday, October 7.
- **Massage Therapy Individual License**
Patricia Pate has applied for a Massage Therapy Individual License to perform massage therapy at Collective Harmony Healing Arts.
- **Hemp THC Products Shop License**
Anan Barbarawi has applied for a Hemp THC Products Shop License to sell THC products at Incognito Tobacco and Supply.

Staff have performed the required verification steps spelled out in Chapter 603 (Intoxicating Liquor), Chapter 30 (Lawful Gambling) and Chapter 310 (Hemp THC Products) of the Code. No issues have been found with any of these license applicants and all are recommended for approval.

Financial Impact

All revenues for similar licenses were anticipated as part of the 2023 Budget.

Recommendation

Staff recommend the approval of Resolution No. 2023-109.

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

- Resolution No. 2023-109

Vision Statement

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

Resolution No. 2023-109

Approving City Licenses

Whereas, the Fridley City Code (Code) and various sections of Minnesota Statute (M.S.) direct licensing requirements for certain business activities within the City of Fridley (City); and

Whereas, pursuant to Chapter 30 of the Code, the City Council must approve exempt lawful gambling permits; and

Whereas, a Temporary Lawful Gambling permit application was submitted by Mary Sue Meyers for an event to be held at the Fridley Historical Society on October 7, 2023; and

Whereas, pursuant to Chapter 125 of Code, the City Council must approve Massage Therapy Individual License applications; and

Whereas, a Massage Therapy Individual License application was submitted by Patricia Pate to perform massage therapy at Collective Harmony Healing Arts; and

Whereas, pursuant to Chapter 310 of the Code, the City Council must approve Hemp THC Products Shop Licenses; and

Whereas, a Hemp THC Products Shop License application was submitted by Anan Barbarawi for Incognito Tobacco and Supply; and

Whereas, applicable City staff have reviewed the applications and conditions of the City's permits; and

Whereas, applicable City staff recommend the approval of the following permits by the City Council.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the following licenses.

Gambling				
Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Temporary Lawful Gambling Permit	Mary Sue Meyers, Fridley Historical Society	- City Clerk - Public Safety	Chapter 30	M.S. § 349.166

Massage Therapy

Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Massage Therapy Individual	Patricia Pate, Collective Harmony Healing Arts	• City Clerk • Public Safety	Chapter 125	M.S. § 471.707

Hemp THC Products Shop

Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Hemp THC Products Shop License	Anan Barbarawi, Incognito Tobacco and Supply	• City Clerk • Public Safety	Chapter 310	M.S. § 151.72

Passed and adopted by the City Council of the City of Fridley this 25th day of September 2023.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2023-116, Approving Claims for the Period Ending September 20, 2023

Background

Attached is Resolution No. 2023-116 and the Claims Report for the period ending September 20, 2023.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2023-116.

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. 2023-116
- City Council Claims Report

Vision Statement

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

Resolution No. 2023-116**Approving Claims for the Period Ending September 20, 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 September 20, 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 25th day of September, 2023.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 13.

Bank Transaction Report

Transaction Detail

Issued Date Range: 09/07/2023 - 09/20/2023

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
09/15/2023		DFT0004575	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,539.23
09/15/2023		DFT0004576	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,200.81
09/15/2023		DFT0004577	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-19,698.47
09/15/2023		DFT0004578	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-5,154.94
09/15/2023		DFT0004580	CITY OF FRIDLEY-MISSION SQUARE RHS, Retiree Health Sav	Accounts Payable	Outstanding	Bank Draft	-363.48
09/15/2023		DFT0004582	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4,215.53
09/15/2023		DFT0004583	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-3,110.66
09/15/2023		DFT0004584	MINNESOTA DEPT OF REVENUE	Accounts Payable	Outstanding	Bank Draft	-524.38
09/15/2023		DFT0004585	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-44,653.94
09/15/2023		DFT0004586	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
09/15/2023		DFT0004587	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-60,137.43
09/15/2023		DFT0004588	CITY OF FRIDLEY-MISSION SQUARE RHS, Retiree Health Sav	Accounts Payable	Outstanding	Bank Draft	-75.00
09/15/2023		DFT0004589	CITY OF FRIDLEY-MISSION SQUARE RHS, Retiree Health Sav	Accounts Payable	Outstanding	Bank Draft	-2,475.00
09/15/2023		DFT0004590	CITY OF FRIDLEY-MISSION SQUARE RHS, Retiree Health Sav	Accounts Payable	Outstanding	Bank Draft	-600.00
09/15/2023		DFT0004591	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-4,264.60
09/15/2023		DFT0004592	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-1,100.00
09/15/2023		DFT0004593	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-45,973.12
09/15/2023		DFT0004594	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-16,660.04
09/15/2023		DFT0004595	MINN DEPARTMENT OF REVENUE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-23,952.78
09/15/2023		DFT0004596	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-51,364.65
Bank Draft Total: (20)							-287,228.52
Check							
09/13/2023		201832	ADVANTAGE SIGNS & GRAPHICS INC	Accounts Payable	Outstanding	Check	-1,542.80
09/13/2023		201833	AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-22.99
09/13/2023		201834	ANCOM COMMUNICATIONS INC	Accounts Payable	Outstanding	Check	-2,768.00
09/13/2023		201835	ANOKA RAMSEY COMMUNITY COLLEGE	Accounts Payable	Outstanding	Check	-1,400.00
09/13/2023		201836	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-483.14
09/13/2023		201837	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-791.80
09/13/2023		201838	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-757.87
09/13/2023		201839	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-567.00
09/13/2023		201840	BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-1,366.50
09/13/2023		201841	BRAUN INTERTEC CORPORATION	Accounts Payable	Outstanding	Check	-9,014.00
09/13/2023		201842	BRODHAG, BRANDON	Accounts Payable	Outstanding	Check	-1,217.12
09/13/2023		201843	CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-3,300.00
09/13/2023		201844	CENTURY LINK	Accounts Payable	Outstanding	Check	-1,007.10

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/13/2023		201845	CMT JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-2,758.00
09/13/2023		201846	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-317.21
09/13/2023		201847	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-29,701.00
09/13/2023		201848	CORE & MAIN LP	Accounts Payable	Outstanding	Check	-4,150.00
09/13/2023		201849	COSTAR REALTY INFORMATION	Accounts Payable	Outstanding	Check	-430.00
09/13/2023		201850	CUMMINS INC	Accounts Payable	Outstanding	Check	-10.00
09/13/2023		201851	CUSTOM GRAPHIX	Accounts Payable	Outstanding	Check	-281.37
09/13/2023		201852	DAVE PERKINS CONTRACTING	Accounts Payable	Outstanding	Check	-11,560.00
09/13/2023		201853	DO-GOOD BIZ INC	Accounts Payable	Outstanding	Check	-1,729.00
09/13/2023		201854	EBERT COMPANIES	Accounts Payable	Outstanding	Check	-2,570.70
09/13/2023		201855	EMERGENCY APPARATUS MAINT	Accounts Payable	Outstanding	Check	-471.79
09/13/2023		201856	FASTENAL COMPANY	Accounts Payable	Outstanding	Check	-158.24
09/13/2023		201857	FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	-1,950.00
09/13/2023		201858	FERGUSON WATERWORKS #2518	Accounts Payable	Outstanding	Check	-474.76
09/13/2023		201859	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-81.71
09/13/2023		201860	GOPHER STATE ONE-CALL INC	Accounts Payable	Outstanding	Check	-411.75
09/13/2023		201861	GRAFIK DISTINCTION INC	Accounts Payable	Outstanding	Check	-2,650.00
09/13/2023		201862	GRAPHIC SOLUTIONS GROUP INC	Accounts Payable	Outstanding	Check	-1,459.81
09/13/2023		201863	HANSON, DAVID	Accounts Payable	Outstanding	Check	-19.99
09/13/2023		201864	HAWKINS INC	Accounts Payable	Outstanding	Check	-17,431.47
09/13/2023		201865	INSIGHT PUBLIC SECTOR	Accounts Payable	Outstanding	Check	-11,865.64
09/13/2023		201866	IN-SITU INC	Accounts Payable	Outstanding	Check	-420.00
09/13/2023		201867	INSTRUMENTAL RESEARCH INC	Accounts Payable	Outstanding	Check	-352.00
09/13/2023		201868	INTERSTATE ALL BATTERY CENTER	Accounts Payable	Outstanding	Check	-627.80
09/13/2023		201869	JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-3,100.00
09/13/2023		201870	KRAUS-ANDERSON CONSTRUCTION COMPANY	Accounts Payable	Outstanding	Check	-99,505.07
09/13/2023		201871	LANDSCAPE STRUCTURES	Accounts Payable	Outstanding	Check	-233,458.48
09/13/2023		201872	LANO EQUIPMENT INC	Accounts Payable	Outstanding	Check	-317.16
09/13/2023		201873	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-24,164.00
09/13/2023		201874	LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-190,484.00
09/13/2023		201875	LEPAGE & SONS	Accounts Payable	Outstanding	Check	-971.30
09/13/2023		201876	LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	-130.47
09/13/2023		201877	MADDEN GALANTER HANSEN LLP	Accounts Payable	Outstanding	Check	-120.00
09/13/2023		201878	MANSFIELD OIL COMPANY	Accounts Payable	Outstanding	Check	-23,029.68
09/13/2023		201879	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-227.17
09/13/2023		201880	METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-6,104.00
09/13/2023		201881	METRO-INET	Accounts Payable	Outstanding	Check	-4,563.00
09/13/2023		201882	METROPOLITAN COUNCIL	Accounts Payable	Outstanding	Check	-434,336.81
09/13/2023		201883	MINN CITY/COUNTY MANAGEMENT ASSOC	Accounts Payable	Outstanding	Check	-30.00
09/13/2023		201884	MINN DEPT OF HEALTH	Accounts Payable	Outstanding	Check	-20,458.00
09/13/2023		201885	MINN DEPT OF NATURAL RESOURCES-OMB	Accounts Payable	Outstanding	Check	-250.00
09/13/2023		201886	MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	-231.00
09/13/2023		201887	MINN HWY SAFETY/RESEARCH-MHSRC	Accounts Payable	Outstanding	Check	-510.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/13/2023		201888	MINN MAYORS ASSOC / LEAGUE OF MN CITIES	Accounts Payable	Outstanding	Check	-30.00
09/13/2023		201889	MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-285.59
09/13/2023		201890	NATIONAL REC & PARK ASSOC - NRPA	Accounts Payable	Outstanding	Check	-180.00
09/13/2023		201891	NEO ELECTRICAL SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-17,100.00
09/13/2023		201892	NEW BRIGHTON, CITY OF	Accounts Payable	Outstanding	Check	-590.08
09/13/2023		201893	NORTHLAND CONCRETE & MASONRY COMPANY	Accounts Payable	Outstanding	Check	-133,837.90
09/13/2023		201894	NUSS TRUCK AND EQUIPMENT	Accounts Payable	Outstanding	Check	-523.43
09/13/2023		201895	OERTEL ARCHITECTS	Accounts Payable	Outstanding	Check	-4,967.36
09/13/2023		201896	OMANN BROTHERS CONTRACTING CO	Accounts Payable	Outstanding	Check	-1,701.80
09/13/2023		201897	ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-1,239.00
09/13/2023		201898	PACE ANALYTICAL SERVICE INC	Accounts Payable	Outstanding	Check	-2,868.56
09/13/2023		201899	RAPIT PRINTING	Accounts Payable	Outstanding	Check	-190.94
09/13/2023		201900	REPUBLIC SERVICES #899	Accounts Payable	Outstanding	Check	-24,099.40
09/13/2023		201901	RESPEC	Accounts Payable	Outstanding	Check	-5,985.01
09/13/2023		201902	REVSPRING INC	Accounts Payable	Outstanding	Check	-2,828.82
09/13/2023		201903	ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-1,160.00
09/13/2023		201904	SCHIFSKY & SONS INC	Accounts Payable	Outstanding	Check	-208,418.57
09/13/2023		201905	SHRED RIGHT	Accounts Payable	Outstanding	Check	-66.63
09/13/2023		201906	STAR TRIBUNE	Accounts Payable	Outstanding	Check	-486.11
09/13/2023		201907	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-1,656.93
09/13/2023		201908	STREICHER'S	Accounts Payable	Outstanding	Check	-1,215.80
09/13/2023		201909	SUBURBAN RATE AUTHORITY	Accounts Payable	Outstanding	Check	-1,437.00
09/13/2023		201910	TALLEN AND BAERTSCHI	Accounts Payable	Outstanding	Check	-1,730.91
09/13/2023		201911	THOMAS AND SONS CONSTRUCTION	Accounts Payable	Outstanding	Check	-104,753.65
09/13/2023		201912	TOASTMASTERS	Accounts Payable	Outstanding	Check	-75.00
09/13/2023		201913	TOTAL ENERGY SYSTEMS	Accounts Payable	Outstanding	Check	-5,544.25
09/13/2023		201914	UHL COMPANY	Accounts Payable	Outstanding	Check	-141.58
09/13/2023		201915	UNITED GLASS INC	Accounts Payable	Outstanding	Check	-5,922.30
09/13/2023		201916	UTILITY LOGIC LLC	Accounts Payable	Outstanding	Check	-245.00
09/13/2023		201917	VEIT & COMPANY INC	Accounts Payable	Outstanding	Check	-242,513.24
09/13/2023		201918	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-1,894.54
09/13/2023		201919	VOIGT BUS SERVICES INC	Accounts Payable	Outstanding	Check	-1,374.70
09/13/2023		201920	WASTE MANAGEMENT-MINN	Accounts Payable	Outstanding	Check	-4,825.72
09/13/2023		201921	WSB & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-14,105.25
09/13/2023		201922	YALE MECHANICAL INC	Accounts Payable	Outstanding	Check	-682.00
09/13/2023		201923	ZARNOTH BRUSH WORKS	Accounts Payable	Outstanding	Check	-5,360.00
09/13/2023		201924	FRIDLEY FIRE RELIEF ASSOC	Accounts Payable	Outstanding	Check	-930.00
09/13/2023		201925	FRIDLEY POLICE ASSOCIATION	Accounts Payable	Outstanding	Check	-192.00
09/13/2023		201926	MINN CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Check	-511.76
09/15/2023	09/13/2023	20	20	Payroll	Cleared	Check	0.00
09/20/2023		201927	ABM EQUIPMENT & SUPPLY	Accounts Payable	Outstanding	Check	-383.46
09/20/2023		201928	ABTS, NANCY	Accounts Payable	Outstanding	Check	-30.09
09/20/2023		201929	AE SIGN SYSTEMS	Accounts Payable	Outstanding	Check	-163.21

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/20/2023		201930	ANOKA COUNTY PROP RECORDS/TAXATION	Accounts Payable	Outstanding	Check	-92.00
09/20/2023		201931	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-474.69
09/20/2023		201932	ARROW LIFT ACCESSIBILITY	Accounts Payable	Outstanding	Check	-435.00
09/20/2023		201933	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-1,417.65
09/20/2023		201934	AUDIOWORKS	Accounts Payable	Outstanding	Check	-1,300.00
09/20/2023		201935	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-4,512.87
09/20/2023		201936	BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	-952.01
09/20/2023		201937	CARDINAL INVESTIGATIONS	Accounts Payable	Outstanding	Check	-1,860.00
09/20/2023		201938	CARE RESOURCE CONNECTION	Accounts Payable	Outstanding	Check	-1,000.00
09/20/2023		201939	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-1,853.08
09/20/2023		201940	CENTURY LINK	Accounts Payable	Outstanding	Check	-1,016.07
09/20/2023		201941	CL BENSEN CO INC	Accounts Payable	Outstanding	Check	-70.44
09/20/2023		201942	COON RAPIDS CHRYSLER-JEEP	Accounts Payable	Outstanding	Check	-212.80
09/20/2023		201943	EBERT COMPANIES	Accounts Payable	Outstanding	Check	-1,390.80
09/20/2023		201944	FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-279.90
09/20/2023		201945	FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-126.16
09/20/2023		201946	GALLS LLC	Accounts Payable	Outstanding	Check	-239.62
09/20/2023		201947	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-82.40
09/20/2023		201948	GRANT MANAGEMENT USA	Accounts Payable	Outstanding	Check	-495.00
09/20/2023		201949	HUMERATECH	Accounts Payable	Outstanding	Check	-480.00
09/20/2023		201950	HYDRAULIC SPECIALTY CO	Accounts Payable	Outstanding	Check	-62.44
09/20/2023		201951	KATH FUEL OIL SERVICE	Accounts Payable	Outstanding	Check	-1,400.20
09/20/2023		201952	LAW ENFORCEMENT TARGETS INC DBA ACTION TARGET	Accounts Payable	Outstanding	Check	-406.00
09/20/2023		201953	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-100.00
09/20/2023		201954	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-224.48
09/20/2023		201955	METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-440.00
09/20/2023		201956	METRO VOLLEYBALL OFFICIALS ASSOCIATION	Accounts Payable	Outstanding	Check	-1,156.00
09/20/2023		201957	METROPOLITAN COUNCIL (SAC CHARGES)	Accounts Payable	Outstanding	Check	-388,703.70
09/20/2023		201958	MIDWEST OVERHEAD CRANE	Accounts Payable	Outstanding	Check	-343.99
09/20/2023		201959	MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	-2,145.02
09/20/2023		201960	MINN IT	Accounts Payable	Outstanding	Check	-714.39
09/20/2023		201961	MINN SAFETY COUNCIL INC	Accounts Payable	Outstanding	Check	-665.00
09/20/2023		201962	MODERN PIPING INC	Accounts Payable	Outstanding	Check	-34,057.50
09/20/2023		201963	MTI DISTRIBUTING CO	Accounts Payable	Outstanding	Check	-579.16
09/20/2023		201964	NYKANEN, ANDREW	Accounts Payable	Outstanding	Check	-4,158.40
09/20/2023		201965	OMANN BROTHERS CONTRACTING CO	Accounts Payable	Outstanding	Check	-600.90
09/20/2023		201966	ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-79.00
09/20/2023		201967	PRINT CENTRAL	Accounts Payable	Outstanding	Check	-291.48
09/20/2023		201968	QUADIENT LEASING USA INC	Accounts Payable	Outstanding	Check	-1,262.79
09/20/2023		201969	RENTERS WAREHOUSE	Accounts Payable	Outstanding	Check	-50.00
09/20/2023		201970	ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-1,520.00
09/20/2023		201971	SAINT PAUL AREA ASSC OF REALTORS/SPAAR	Accounts Payable	Outstanding	Check	-138.00
09/20/2023		201972	SCHELEN GRAY AUTO ELECTRIC	Accounts Payable	Outstanding	Check	-2,185.98

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/20/2023		201973	STANDARD INSURANCE COMPANY (LIFE)	Accounts Payable	Outstanding	Check	-1,993.55
09/20/2023		201974	STANDARD INSURANCE COMPANY LTD/STD	Accounts Payable	Outstanding	Check	-6,992.06
09/20/2023		201975	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-946.65
09/20/2023		201976	STROMBERG, STACY	Accounts Payable	Outstanding	Check	-170.30
09/20/2023		201977	SUBURBAN TIRE WHOLESale INC	Accounts Payable	Outstanding	Check	-2,628.00
09/20/2023		201978	SUPPLY SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-339.79
09/20/2023		201979	TRI-STATE BOBCAT INC	Accounts Payable	Outstanding	Check	-6,216.80
09/20/2023		201980	UHL COMPANY	Accounts Payable	Outstanding	Check	-638.50
09/20/2023		201981	ULTIMATE EVENTS INC	Accounts Payable	Outstanding	Check	-2,276.71
09/20/2023		201982	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-480.12
09/20/2023		201983	VISION 2020	Accounts Payable	Outstanding	Check	-800.00
09/20/2023		201984	XCEL ENERGY	Accounts Payable	Outstanding	Check	-9,454.71
Check Total: (154)							-2,452,870.40
Check Reversal							
09/20/2023		201063	GUAVA ENTERTAINMENT Reversal	Accounts Payable	Outstanding	Check Reversal	1,200.00
Check Reversal Total: (1)							1,200.00
EFT							
09/15/2023		918	CITY OF FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-60.00
09/15/2023		EFT0000194	Payroll EFT	Payroll	Outstanding	EFT	-385,275.55
EFT Total: (2)							-385,335.55
Report Total: (177)							-3,124,234.47

Bank Account	Count	Amount
0000100479 City of Fridley	177	-3,124,234.47
Report Total:	177	-3,124,234.47

Cash Account	Count	Amount
No Cash Account	1	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	176	-3,124,234.47
Report Total:	177	-3,124,234.47

Transaction Type	Count	Amount
Bank Draft	20	-287,228.52
Check	154	-2,452,870.40
Check Reversal	1	1,200.00
EFT	2	-385,335.55
Report Total:	177	-3,124,234.47



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer

Title

Resolution No. 2023-111, Approving the Proposed Property Tax Levy for 2023, Collectible in 2024, for the City of Fridley

Background

Per Minnesota Statutes § 275.065, all home rule and statutory cities must certify a Proposed Property Tax Levy (Proposed Levy) to their respective county auditor on or before September 30 of each year. For the City of Fridley (City), the Proposed Levy supports four separate budget areas: 1) General Fund (GF); 2) Information Technology (IT) Capital Equipment Fund; 3) Springbrook Nature Center (SNC) Fund; and 4) Debt Service (DS). Generally, the Final Property Tax Levy (Final Levy), typically certified in December, cannot exceed the Proposed Levy.

On May 8, July 24 and September 11, 2023, the City Council (Council) reviewed the Proposed 2024 Budget, which included a review of anticipated revenues and expenditures, discussion about budget assumptions and impact of debt service obligations. Given those discussions, staff recommend a 4.88% increase in the overall Proposed Levy. Information below outlines the changes in the Proposed Levy.

Property Tax Levy History and Detail				
Levy Component	2023	2024P	Change %	Change \$
General Fund	13,844,706	14,950,600	7.99%	1,105,894
IT Capital Projects Fund	73,955	79,872	8.00%	5,917
SNC Fund	498,343	538,211	8.00%	39,868
Bonded Indebtedness (2017A & 2022A)	5,203,866	5,009,116	-3.74%	(194,750)
Totals	19,620,870	20,577,799	4.88%	956,929

Since the proposed changes for the General Fund, IT Capital Projects Fund and SNC Funds all exceed 5.0% compared to the previous year, staff recommend the Council adopt the attached resolution with "an affirmative vote of at least four members of the Council" to ensure compliance with Charter § 7.02.1. Assuming approval of the Proposed Levy, staff anticipate the Council to hold a public hearing on November 27, 2023, at 7:00pm in the Council Chambers at Fridley Civic Campus, to receive comments on the same. On December 11, 2023, staff also anticipate the Council to adopt the various components of the budget, including the Final Levy.

Vision Statement

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

Financial Impact

Staff estimate that City property taxes for a residential homestead, with a median assessed value of \$283,100 for 2024 (compared to approximately \$288,300 for 2023), could decrease by approximately \$51, from about \$1,223 for 2023 to approximately \$1,172 for 2024. These projections are based on property tax estimates and may be subject to change upon the release of audited property tax information by Anoka County.

Recommendation

Staff recommend the approval of Resolution No. 2023-111.

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. 2023-111

Vision Statement

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

Resolution No. 2023-111

Approving the Proposed 2024 Property Tax Levy for 2023, Collectible in 2024, for the City of Fridley

Whereas, the Fridley City Charter (Charter) of the City of Fridley (City) grants broad powers to the City to raise money by taxation pursuant to the laws of the State of Minnesota; and

Whereas, the Charter also establishes both the budget preparation process and the responsibilities of the City Council and City Manager for these activities; and

Whereas, Minnesota Statutes § 275.065 requires the City to certify its proposed property tax levy requirements to the Anoka County on or before September 30; and

Whereas, the City Council will hold a public hearing on November 27, 2023, at 7:00pm in the Council Chambers at Fridley Civic Campus, to receive comments regarding the proposed property tax levy for 2023, collectible in 2024; and

Whereas, the City has adequate fund balances and reserves to pay bond principal and interest payments on General Obligation Bond Series 2017A in the amount of \$200,000 and authorizes the County Auditor to cancel \$200,000 of the related Bond Levy for taxes payable in 2024, leaving a balance of \$2,979,256 for taxes payable 2024 for Series 2017A.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby certifies to the County of Anoka, Minnesota, the following proposed property tax to be levied in 2023 for collection in 2024:

Proposed 2024 Property Tax Levy	
Levy Component	Amount
General Fund	\$ 14,950,600
Information Technology Capital Projects Fund	79,872
Springbrook Nature Center Fund	538,211
Bonded Indebtedness	5,009,116
Total	\$ 20,577,799

Be it further resolved, that the City Council authorizes the City Manager, or their designee, to transmit a certified copy of this resolution to the County of Anoka, Minnesota.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa M. Moore – City Clerk



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer

Title

Resolution No. 2023-112, Approving the Proposed 2024 General Fund Budget for the City of Fridley

Background

Per Minnesota Statutes § 275.065, and consistent with guidance from the League of Minnesota Cities, all home rule and statutory cities must adopt a proposed general fund budget on or before September 30 of each year. Additionally, Fridley City Charter (Charter) § 7.05 guides staff to prepare and present a proposed budget at a regular meeting prior to the deadline established by Minnesota statutes.

On May 8, July 24 and September 11, 2023, the City Council (Council) discussed the Proposed 2024 General Fund Budget (Proposed Budget), which included a review of anticipated revenues and expenditures among other items. Consistent with these discussions, staff revised the Proposed Budget to reflect Council guidance, while responding to various cost pressures, notably inflationary pressures, increases to health and worker's compensation insurance premiums and increases to personnel services in coordination with applicable labor agreements.

Assuming approval of the Proposed Budget, staff anticipate the Council to hold a public hearing on November 27, 2023, to receive comments on the same. Shortly thereafter, on December 11, 2023, staff also anticipate the Council to adopt the various components of the budget. In the interim, staff will continue to refine budget estimates and review the same with the Council, as needed.

The Proposed 2024 General Fund Summary Budget and General Fund Department Summary Budgets are attached. The Council reviewed these documents at the meetings mentioned above.

Financial Impact

The Proposed Budget plans for up to \$22,562,100 of expenditures supported by the same amount of revenues, an increase of about \$1,507,600 or 7.2% compared to the previous fiscal year.

Recommendation

Staff recommend the approval of Resolution No. 2023-112.

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. 2023-112
- Proposed 2024 General Fund Summary/General Fund Departmental Summary Budgets

Vision Statement

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

Resolution No. 2023-112

Approving the Proposed 2024 General Fund Budget for the City of Fridley

Whereas, the Fridley City Charter (Charter) of the City of Fridley (City) grants broad powers to the City to prepare and adopt an annual budget for the general fund and other City activities; and

Whereas, the Charter also establishes both the budget preparation process and the responsibilities of the City Council and City Manager for the same; and

Whereas, the City Manager prepared such documents and presented them for review by the City Council on May 8, July 24 and September 11, 2023; and

Whereas, the City Council will hold a public hearing on November 27, 2023 to receive comments before approving and adopting a final budget for 2024.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the following proposed budget for the 2024:

Proposed 2024 General Fund Budget			
Revenues		Expenditures	
Taxes	\$ 15,002,400	Legislative (City Council)	\$ 212,500
Special Assessments	60,000	City Management	1,951,000
Licenses and Permits	1,066,000	Finance	1,918,000
Intergovernmental	2,546,600	Non-departmental	29,200
Charges for Services	2,795,800	Public Safety	10,788,700
Fines and Forfeitures	132,500	Public Works	4,954,700
Miscellaneous	416,300	Parks & Recreation	941,600
Other Financing Sources	542,500	Community Development	1,766,400
Total	\$ 22,562,100	Total	\$ 22,562,100

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa M. Moore – City Clerk

Fund: General (101)

Department:

Division:

General Fund Summary (Unaudited)

	2021	2021	2022	2022	2023	2024
	Budget	Actual	Budget	Actual	Budget	Budget
Revenues						
41 - Taxes	\$ 13,031,700	\$ 13,306,327	\$ 13,637,400	\$ 13,666,861	\$ 13,883,600	\$ 15,002,400
42 - Special Assessments	30,200	167,760	22,900	92,978	53,300	60,000
43 - Licenses and Permits	1,034,100	1,265,772	1,184,000	849,967	1,121,800	1,066,000
44 - Intergovernmental	1,805,100	2,019,750	2,177,000	2,188,508	2,162,600	2,546,600
45 - Charges for Services	2,122,800	2,300,204	2,589,000	2,422,009	2,743,900	2,795,800
46 - Fines and Forfeitures	161,400	130,986	158,600	120,612	133,400	132,500
47 - Miscellaneous	192,290	155,756	242,700	47,815	275,800	416,300
49 - Other Financing Sources	186,700	189,600	263,800	259,715	680,100	542,500
Total Revenues	\$ 18,564,290	\$ 19,536,155	\$ 20,275,400	\$ 19,648,465	\$ 21,054,500	\$ 22,562,100
Expenditures						
61 - Personnel Services	\$ 14,343,890	\$ 14,039,587	\$ 15,613,600	\$ 15,110,564	\$ 16,327,000	\$ 17,547,800
62 - Supplies	822,020	769,717	872,600	915,927	880,500	923,700
63 - Other Services & Charges	3,398,380	3,374,444	3,789,200	3,630,531	3,847,000	4,090,600
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	4,321,388	-	-	-	-
Total Expenditures	\$ 18,564,290	\$ 22,505,136	\$ 20,275,400	\$ 19,657,022	\$ 21,054,500	\$ 22,562,100
Net Property Tax Supported	\$ -	\$ (2,968,981)	\$ -	\$ (8,557)	\$ -	\$ -
Fund Balance	\$ 13,693,825	\$ 10,725,339	\$ 10,725,339	\$ 10,725,339	\$ 10,725,339	\$ 10,725,339

Fund: General (101)
Department: Legislative (11)
Division: City Council (10)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	95,500	\$	91,094	\$	89,300	\$	89,644	\$	90,400	\$	112,700
62 - Supplies		2,280		747		2,300		734		2,400		2,400
63 - Other Services & Charges		71,890		77,654		73,900		57,130		76,200		97,400
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	169,670	\$	169,495	\$	165,500	\$	147,508	\$	169,000	\$	212,500
Net Property Tax Supported	\$	(169,670)	\$	(169,495)	\$	(165,500)	\$	(147,508)	\$	(169,000)	\$	(212,500)

Fund: General (101)
Department: General Management (12)
Division:

City Management Summary

	2021	2021	2022	2022	2023	2024
	Budget	Actual	Budget	Actual	Budget	Budget
Revenues						
41 - Taxes	\$ 13,031,700	\$ 13,306,327	\$ 13,637,400	\$ 13,666,861	\$ 13,883,600	\$ 15,002,400
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	103,400	117,937	107,200	97,807	115,300	115,900
44 - Intergovernmental	750,700	778,200	671,800	676,955	709,400	948,900
45 - Charges for Services	1,156,900	1,185,454	1,239,900	1,250,400	1,353,100	1,431,700
46 - Fines and Forfeitures	160,700	127,549	158,600	120,612	132,200	132,500
47 - Miscellaneous	69,890	181,206	44,600	129,091	88,100	129,200
49 - Other Financing Sources	186,700	189,600	263,800	259,715	680,100	542,500
Total Revenues	\$ 15,459,990	\$ 15,886,273	\$ 16,123,300	\$ 16,201,441	\$ 16,961,800	\$ 18,303,100
Expenditures						
61 - Personnel Services	\$ 1,081,890	\$ 938,767	\$ 1,212,300	\$ 1,061,732	\$ 1,095,600	\$ 1,273,900
62 - Supplies	11,080	6,548	24,100	8,544	13,200	14,400
63 - Other Services & Charges	527,470	531,258	697,100	539,961	699,300	691,900
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	4,321,388	-	-	-	-
Total Expenditures	\$ 1,620,440	\$ 5,797,961	\$ 1,933,500	\$ 1,610,237	\$ 1,808,100	\$ 1,980,200
Net Property Tax Supported	\$ 13,839,550	\$ 10,088,312	\$ 14,189,800	\$ 14,591,204	\$ 15,153,700	\$ 16,322,900

Fund: General (101)
Department: General Management (12)
Division: City Management (10)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	332,400	\$	347,585	\$	356,900	\$	372,570	\$	371,300	\$	391,100
62 - Supplies		5,320		3,661		5,300		2,636		5,300		5,300
63 - Other Services & Charges		16,670		17,916		18,300		16,343		14,600		14,400
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	354,390	\$	369,162	\$	380,500	\$	391,549	\$	391,200	\$	410,800
Net Property Tax Supported	\$	(354,390)	\$	(369,162)	\$	(380,500)	\$	(391,549)	\$	(391,200)	\$	(410,800)

Fund: General (101)
Department: General Management (12)
Division: Legal (40)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	160,700	126,049	155,900	117,112	129,700	130,000
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 160,700	\$ 126,049	\$ 155,900	\$ 117,112	\$ 129,700	\$ 130,000
Expenditures						
61 - Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62 - Supplies	-	-	-	-	-	-
63 - Other Services & Charges	398,250	384,926	406,600	388,790	406,600	460,500
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 398,250	\$ 384,926	\$ 406,600	\$ 388,790	\$ 406,600	\$ 460,500
Net Property Tax Supported	\$ (237,550)	\$ (258,877)	\$ (250,700)	\$ (271,678)	\$ (276,900)	\$ (330,500)

Fund: General (101)
Department: General Management (12)
Division: Employee Resources (60)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	370,700	\$	352,829	\$	345,900	\$	310,149	\$	348,100	\$	383,600
62 - Supplies		3,590		680		3,600		2,604		3,600		3,600
63 - Other Services & Charges		52,970		36,287		57,800		32,564		60,200		62,400
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	427,260	\$	389,796	\$	407,300	\$	345,317	\$	411,900	\$	449,600
Net Property Tax Supported	\$	(427,260)	\$	(389,796)	\$	(407,300)	\$	(345,317)	\$	(411,900)	\$	(449,600)

Fund: General (101)
Department: General Management (12)
Division: Communications and Engagement (70)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		6,000		3,500		9,500		10,520		11,000		15,000
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	6,000	\$	3,500	\$	9,500	\$	10,520	\$	11,000	\$	15,000
Expenditures												
61 - Personnel Services	\$	102,300	\$	120,322	\$	196,600	\$	161,143	\$	140,700	\$	148,400
62 - Supplies		-		145		13,000		1,675		3,300		3,300
63 - Other Services & Charges		46,730		50,942		61,200		54,899		68,000		84,800
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	149,030	\$	171,409	\$	270,800	\$	217,717	\$	212,000	\$	236,500
Net Property Tax Supported	\$	(143,030)	\$	(167,909)	\$	(261,300)	\$	(207,197)	\$	(201,000)	\$	(221,500)

Fund: General (101)
Department: General Management (12)
Division: City Clerk/Records (80)

	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
Revenues						
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	103,400	117,937	107,200	97,807	115,300	115,900
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	200	12	100	-	-	-
46 - Fines and Forfeitures	-	1,500	2,700	3,500	2,500	2,500
47 - Miscellaneous	39,390	78,489	35,000	54,121	60,000	52,200
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 142,990	\$ 197,938	\$ 145,000	\$ 155,428	\$ 177,800	\$ 170,600
Expenditures						
61 - Personnel Services	\$ 105,300	\$ 118,031	\$ 152,600	\$ 170,826	\$ 235,500	\$ 250,300
62 - Supplies	980	576	1,000	228	1,000	1,000
63 - Other Services & Charges	6,270	4,501	8,600	16,123	21,600	21,300
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 112,550	\$ 123,108	\$ 162,200	\$ 187,177	\$ 258,100	\$ 272,600
Net Property Tax Supported	\$ 30,440	\$ 74,830	\$ (17,200)	\$ (31,749)	\$ (80,300)	\$ (102,000)

Fund: General (101)
Department: General Management (12)
Division: Elections (90)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	-	\$	-	\$	65,000	\$	47,044	\$	-	\$	100,500
62 - Supplies		1,190		349		1,200		434		-		1,200
63 - Other Services & Charges		10,950		5,912		32,600		15,909		16,300		19,300
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	12,140	\$	6,261	\$	98,800	\$	63,387	\$	16,300	\$	121,000
Net Property Tax Supported	\$	(12,140)	\$	(6,261)	\$	(98,800)	\$	(63,387)	\$	(16,300)	\$	(121,000)

Fund: General (101)
Department: Non-Departmental (14)
Division: Non-Departmental (10)

	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
Revenues						
41 - Taxes	\$ 13,031,700	\$ 13,306,327	\$ 13,637,400	\$ 13,666,861	\$ 13,883,600	\$ 15,002,400
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	744,700	774,700	662,300	666,435	698,400	933,900
45 - Charges for Services	1,156,700	1,185,442	1,239,800	1,250,400	1,353,100	1,431,700
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	30,500	102,717	9,600	74,970	28,100	77,000
49 - Other Financing Sources	186,700	189,600	263,800	259,715	680,100	542,500
Total Revenues	\$ 15,150,300	\$ 15,558,786	\$ 15,812,900	\$ 15,918,381	\$ 16,643,300	\$ 17,987,500
Expenditures						
61 - Personnel Services	\$ 171,190	\$ -	\$ 95,300	\$ -	\$ -	\$ -
62 - Supplies	-	492	-	162	-	-
63 - Other Services & Charges	(92,730)	17,537	23,700	15,333	23,700	29,200
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	4,321,388	-	-	-	-
Total Expenditures	\$ 78,460	\$ 4,339,417	\$ 119,000	\$ 15,495	\$ 23,700	\$ 29,200
Net Property Tax Supported	\$ 15,071,840	\$ 11,219,369	\$ 15,693,900	\$ 15,902,886	\$ 16,619,600	\$ 17,958,300

Fund: General (101)
Department: Non-Departmental (14)
Division: Emergency Reserves (20)

Revenues	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
61 - Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62 - Supplies	-	645	-	805	-	-
63 - Other Services & Charges	88,360	13,237	88,300	-	88,300	-
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 88,360	\$ 13,882	\$ 88,300	\$ 805	\$ 88,300	\$ -
Net Property Tax Supported	\$ (88,360)	\$ (13,882)	\$ (88,300)	\$ (805)	\$ (88,300)	\$ -

Fund: General (101)
Department: Finance (13)
Division:

Finance Department Summary

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	5,600	4,581	5,100	6,105	5,000	5,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	100,200	(44,481)	105,300	(233,064)	176,100	245,000
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 105,800	\$ (39,900)	\$ 110,400	\$ (226,959)	\$ 181,100	\$ 250,000
Expenditures						
61 - Personnel Services	\$ 1,219,200	\$ 1,157,924	\$ 1,287,100	\$ 1,224,650	\$ 1,393,700	\$ 1,381,100
62 - Supplies	10,110	10,909	10,200	6,066	11,600	9,500
63 - Other Services & Charges	368,990	358,861	397,800	436,264	439,900	527,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,598,300	\$ 1,527,694	\$ 1,695,100	\$ 1,666,980	\$ 1,845,200	\$ 1,918,000
Net Property Tax Supported	\$ (1,492,500)	\$ (1,567,594)	\$ (1,584,700)	\$ (1,893,939)	\$ (1,664,100)	\$ (1,668,000)

Fund: General (101)
Department: Finance (13)
Division: Accounting (10)

Revenues	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	5,600	4,581	5,100	6,105	5,000	5,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	100,200	(44,481)	105,300	(233,064)	176,100	245,000
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 105,800	\$ (39,900)	\$ 110,400	\$ (226,959)	\$ 181,100	\$ 250,000
Expenditures						
61 - Personnel Services	\$ 597,200	\$ 570,926	\$ 608,400	\$ 600,087	\$ 685,700	\$ 718,100
62 - Supplies	2,470	4,353	2,600	2,308	4,200	4,200
63 - Other Services & Charges	90,370	98,876	110,300	94,861	90,000	96,900
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 690,040	\$ 674,155	\$ 721,300	\$ 697,256	\$ 779,900	\$ 819,200
Net Property Tax Supported	\$ (584,240)	\$ (714,055)	\$ (610,900)	\$ (924,215)	\$ (598,800)	\$ (569,200)

Fund: General (101)
Department: Finance (13)
Division: Assessing (20)

Revenues	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
61 - Personnel Services	\$ 268,000	\$ 256,127	\$ 280,900	\$ 273,619	\$ 288,600	\$ 309,300
62 - Supplies	2,490	1,863	2,500	1,692	2,200	2,300
63 - Other Services & Charges	13,190	14,400	13,300	13,782	15,800	37,600
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 283,680	\$ 272,390	\$ 296,700	\$ 289,093	\$ 306,600	\$ 349,200
Net Property Tax Supported	\$ (283,680)	\$ (272,390)	\$ (296,700)	\$ (289,093)	\$ (306,600)	\$ (349,200)

Fund: General (101)
Department: Finance (13)
Division: Information Technology (30)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	354,000	\$	330,871	\$	397,800	\$	350,944	\$	419,400	\$	353,700
62 - Supplies		5,150		4,693		5,100		2,066		5,200		3,000
63 - Other Services & Charges		265,430		245,585		274,200		327,621		334,100		392,900
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	624,580	\$	581,149	\$	677,100	\$	680,631	\$	758,700	\$	749,600
Net Property Tax Supported	\$	(624,580)	\$	(581,149)	\$	(677,100)	\$	(680,631)	\$	(758,700)	\$	(749,600)

Fund: General (101)
Department: Public Safety (21)
Division:

Public Safety Department Summary

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	31,500	29,034	31,500	10,357	20,000	20,000
44 - Intergovernmental	705,900	812,580	1,008,700	975,369	1,005,000	1,084,400
45 - Charges for Services	344,800	439,010	458,300	484,139	521,300	510,600
46 - Fines and Forfeitures	700	3,437	-	-	1,200	-
47 - Miscellaneous	14,100	12,787	18,400	73,752	8,200	37,500
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 1,097,000	\$ 1,296,848	\$ 1,516,900	\$ 1,543,617	\$ 1,555,700	\$ 1,652,500
Expenditures						
61 - Personnel Services	\$ 7,812,700	\$ 7,807,395	\$ 8,423,700	\$ 8,331,115	\$ 8,814,800	\$ 9,506,600
62 - Supplies	298,480	337,982	341,300	375,174	342,400	380,000
63 - Other Services & Charges	860,830	860,158	860,000	903,790	820,100	902,100
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 8,972,010	\$ 9,005,535	\$ 9,625,000	\$ 9,610,079	\$ 9,977,300	\$ 10,788,700
Net Property Tax Supported	\$ (7,875,010)	\$ (7,708,687)	\$ (8,108,100)	\$ (8,066,462)	\$ (8,421,600)	\$ (9,136,200)

Fund: General (101)
Department: Public Safety (21)
Division: Police (10,12)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	547,000	602,413	798,600	750,292	786,600	860,000
45 - Charges for Services	337,900	438,510	446,100	480,874	519,600	487,300
46 - Fines and Forfeitures	700	3,437	-	-	1,200	-
47 - Miscellaneous	12,800	12,291	18,400	73,752	8,200	34,500
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 898,400	\$ 1,056,651	\$ 1,263,100	\$ 1,304,918	\$ 1,315,600	\$ 1,381,800
Expenditures						
61 - Personnel Services	\$ 6,691,200	\$ 6,608,252	\$ 7,135,300	\$ 7,065,363	\$ 7,477,200	\$ 8,046,600
62 - Supplies	216,870	248,051	261,400	285,546	247,900	272,600
63 - Other Services & Charges	506,110	486,199	484,300	479,259	427,800	492,900
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 7,414,180	\$ 7,342,502	\$ 7,881,000	\$ 7,830,168	\$ 8,152,900	\$ 8,812,100
Net Property Tax Supported	\$ (6,515,780)	\$ (6,285,851)	\$ (6,617,900)	\$ (6,525,250)	\$ (6,837,300)	\$ (7,430,300)

Fund: General (101)
Department: Public Safety (21)
Division: Emergency Management (50)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		496		-		-		-		3,000
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	496	\$	-	\$	-	\$	-	\$	3,000
Expenditures												
61 - Personnel Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
62 - Supplies		5,240		3,976		3,500		3,662		3,500		3,500
63 - Other Services & Charges		11,080		7,763		11,100		11,771		11,100		11,200
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	16,320	\$	11,739	\$	14,600	\$	15,433	\$	14,600	\$	14,700
Net Property Tax Supported	\$	(16,320)	\$	(11,243)	\$	(14,600)	\$	(15,433)	\$	(14,600)	\$	(11,700)

Fund: General (101)
Department: Public Safety (21)
Division: Fire (90)

	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
Revenues						
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	31,500	29,034	31,500	10,357	20,000	20,000
44 - Intergovernmental	158,900	210,167	210,100	225,077	218,400	224,400
45 - Charges for Services	6,900	500	12,200	3,265	1,700	23,300
46 - Fines and Forfeitures	-	\$ -	\$ -	\$ -	\$ -	\$ -
47 - Miscellaneous	1,300	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 198,600	\$ 239,701	\$ 253,800	\$ 238,699	\$ 240,100	\$ 267,700
Expenditures						
61 - Personnel Services	\$ 1,121,500	\$ 1,199,143	\$ 1,288,400	\$ 1,265,752	\$ 1,337,600	\$ 1,460,000
62 - Supplies	76,370	85,955	76,400	85,966	91,000	103,900
63 - Other Services & Charges	343,640	366,196	364,600	412,760	381,200	398,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,541,510	\$ 1,651,294	\$ 1,729,400	\$ 1,764,478	\$ 1,809,800	\$ 1,961,900
Net Property Tax Supported	\$ (1,342,910)	\$ (1,411,593)	\$ (1,475,600)	\$ (1,525,779)	\$ (1,569,700)	\$ (1,694,200)

Fund: General (101)
Department: Public Works (31)
Division:

Public Works Department Summary

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	32,200	17,316	24,900	39,234	31,000	20,000
44 - Intergovernmental	348,500	428,970	496,500	536,184	448,200	513,300
45 - Charges for Services	372,000	434,481	411,700	287,352	396,900	408,900
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	3,700	868	1,100	3,367	600	600
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 756,400	\$ 881,635	\$ 934,200	\$ 866,137	\$ 876,700	\$ 942,800
Expenditures						
61 - Personnel Services	\$ 2,493,000	\$ 2,470,840	\$ 2,690,000	\$ 2,566,807	\$ 2,910,900	\$ 3,154,500
62 - Supplies	432,840	383,513	425,400	494,156	449,300	472,700
63 - Other Services & Charges	1,121,030	1,190,398	1,173,100	1,213,948	1,310,500	1,327,500
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 4,046,870	\$ 4,044,751	\$ 4,288,500	\$ 4,274,911	\$ 4,670,700	\$ 4,954,700
Net Property Tax Supported	\$ (3,290,470)	\$ (3,163,116)	\$ (3,354,300)	\$ (3,408,774)	\$ (3,794,000)	\$ (4,011,900)

Fund: General (101)
Department: Public Works (31)
Division: Facilities Management (10)

Revenues	2021 Budget		2021 Actual		2022 Budget		2022 Actual		2023 Budget		2024 Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	268,500	\$	275,676	\$	296,100	\$	288,649	\$	310,500	\$	327,100
62 - Supplies		42,900		37,418		44,400		43,943		43,400		60,000
63 - Other Services & Charges		278,450		328,939		293,600		362,844		382,900		440,400
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	589,850	\$	642,033	\$	634,100	\$	695,436	\$	736,800	\$	827,500
Net Property Tax Supported	\$	(589,850)	\$	(642,033)	\$	(634,100)	\$	(695,436)	\$	(736,800)	\$	(827,500)

Fund: General (101)
Department: Public Works (31)
Division: Engineering (40)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	32,200	17,316	24,900	39,234	31,000	20,000
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	371,400	432,346	410,100	281,052	395,000	405,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 403,600	\$ 449,662	\$ 435,000	\$ 320,286	\$ 426,000	\$ 425,000
Expenditures						
61 - Personnel Services	\$ 257,100	\$ 257,395	\$ 334,300	\$ 268,132	\$ 380,700	\$ 457,800
62 - Supplies	10,900	3,841	9,900	8,336	9,200	8,200
63 - Other Services & Charges	97,800	138,684	99,500	137,080	111,000	45,200
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 365,800	\$ 399,920	\$ 443,700	\$ 413,548	\$ 500,900	\$ 511,200
Net Property Tax Supported	\$ 37,800	\$ 49,742	\$ (8,700)	\$ (93,262)	\$ (74,900)	\$ (86,200)

Fund: General (101)
Department: Public Works (31)
Division: Forestry (50)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Forecast		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-	50,000		49,860		-		-	
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$ 50,000	\$	49,860	\$	-	\$	-	-
Expenditures												
61 - Personnel Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
62 - Supplies		16,100		14,547		16,100		15,610		18,100		19,100
63 - Other Services & Charges		51,800		80,004		103,800		110,117		63,800		65,800
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	67,900	\$	94,551	\$	119,900	\$	125,727	\$	81,900	\$	84,900
Net Property Tax Supported	\$	(67,900)	\$	(94,551)	\$	(69,900)	\$	(75,867)	\$	(81,900)	\$	(84,900)

Fund: General (101)
Department: Public Works (31)
Division: Parks Maintenance (60)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	4,215	-	1,492	-	-
45 - Charges for Services	500	2,135	1,500	3,900	1,900	3,900
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	500	-	-	2,500	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 1,000	\$ 6,350	\$ 1,500	\$ 7,892	\$ 1,900	\$ 3,900
Expenditures						
61 - Personnel Services	\$ 718,700	\$ 701,436	\$ 761,100	\$ 731,825	\$ 856,300	\$ 914,800
62 - Supplies	104,600	108,867	100,600	105,770	106,100	107,100
63 - Other Services & Charges	132,080	119,980	123,800	125,802	127,200	135,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 955,380	\$ 930,283	\$ 985,500	\$ 963,397	\$ 1,089,600	\$ 1,157,300
Net Property Tax Supported	\$ (954,380)	\$ (923,933)	\$ (984,000)	\$ (955,505)	\$ (1,087,700)	\$ (1,153,400)

Fund: General (101)
Department: Public Works (31)
Division: Lighting (70)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	17,300	\$	16,735	\$	18,000	\$	17,374	\$	18,700	\$	19,100
62 - Supplies		6,500		532		6,500		1,670		6,500		3,000
63 - Other Services & Charges		205,000		185,288		200,000		202,893		250,000		255,000
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	228,800	\$	202,555	\$	224,500	\$	221,937	\$	275,200	\$	277,100
Net Property Tax Supported	\$	(228,800)	\$	(202,555)	\$	(224,500)	\$	(221,937)	\$	(275,200)	\$	(277,100)

Fund: General (101)
Department: Public Works (31)
Division: Street Maintenance (80)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	348,500	424,755	446,500	484,832	448,200	513,300
45 - Charges for Services	100	-	100	2,400	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 348,600	\$ 424,755	\$ 446,600	\$ 487,232	\$ 448,200	\$ 513,300
Expenditures						
61 - Personnel Services	\$ 860,000	\$ 856,460	\$ 871,100	\$ 859,170	\$ 917,500	\$ 993,900
62 - Supplies	229,940	206,901	228,900	290,886	244,500	252,000
63 - Other Services & Charges	333,550	328,892	339,300	263,106	354,200	357,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,423,490	\$ 1,392,253	\$ 1,439,300	\$ 1,413,162	\$ 1,516,200	\$ 1,603,300
Net Property Tax Supported	\$ (1,074,890)	\$ (967,498)	\$ (992,700)	\$ (925,930)	\$ (1,068,000)	\$ (1,090,000)

Fund: General (101)
Department: Public Works (31)
Division: Fleet Services (90)

	2021		2021		2022		2022		2023		2024	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		3,200		868		1,100		867		600		600
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	3,200	\$	868	\$	1,100	\$	867	\$	600	\$	600
Expenditures												
61 - Personnel Services	\$	371,400	\$	363,138	\$	409,400	\$	401,657	\$	427,200	\$	441,800
62 - Supplies		21,900		11,407		19,000		27,941		21,500		23,300
63 - Other Services & Charges		22,350		8,611		13,100		12,106		21,400		28,300
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	415,650	\$	383,156	\$	441,500	\$	441,704	\$	470,100	\$	493,400
Net Property Tax Supported	\$	(412,450)	\$	(382,288)	\$	(440,400)	\$	(440,837)	\$	(469,500)	\$	(492,800)

Fund: General (101)
Department: Parks & Recreation (41)
Division:

Parks & Recreation Department Summary

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	105,800	110,048	159,500	142,950	155,500	166,500
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	4,400	5,376	2,300	3,690	2,800	4,000
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 110,200	\$ 115,424	\$ 161,800	\$ 146,640	\$ 158,300	\$ 170,500
Expenditures						
61 - Personnel Services	\$ 567,200	\$ 543,379	\$ 618,900	\$ 584,479	\$ 681,800	\$ 723,900
62 - Supplies	54,690	21,729	55,100	25,934	48,200	31,300
63 - Other Services & Charges	157,300	99,741	148,000	124,615	159,900	186,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 779,190	\$ 664,849	\$ 822,000	\$ 735,028	\$ 889,900	\$ 941,600
Net Property Tax Supported	\$ (668,990)	\$ (549,425)	\$ (660,200)	\$ (588,388)	\$ (731,600)	\$ (771,100)

Fund: General (101)
Department: Parks and Recreation (41)
Division: Recreation (00)

	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2024 Budget
Revenues						
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	105,800	110,048	159,500	142,950	155,500	166,500
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	4,400	5,376	2,300	3,690	2,800	4,000
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 110,200	\$ 115,424	\$ 161,800	\$ 146,640	\$ 158,300	\$ 170,500
Expenditures						
61 - Personnel Services	\$ 567,200	\$ 543,379	\$ 618,900	\$ 584,479	\$ 681,800	\$ 723,900
62 - Supplies	54,690	21,729	55,100	25,934	48,200	31,300
63 - Other Services & Charges	157,300	99,741	148,000	124,615	159,900	186,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 779,190	\$ 664,849	\$ 822,000	\$ 735,028	\$ 889,900	\$ 941,600
Net Property Tax Supported	\$ (668,990)	\$ (549,425)	\$ (660,200)	\$ (588,388)	\$ (731,600)	\$ (771,100)

Fund: General (101)
Department: Community Development (51)
Division:

Community Development Department Summary

	2021	2021	2022	2022	2023	2024
	Budget	Actual	Budget	Actual	Budget	Budget
Revenues						
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	30,200	167,760	22,900	92,978	53,300	60,000
43 - Licenses and Permits	867,000	1,101,485	1,020,400	702,569	955,500	910,100
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	137,700	126,630	314,500	251,063	312,100	273,100
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	71,000	70,979	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 1,034,900	\$ 1,395,875	\$ 1,428,800	\$ 1,117,589	\$ 1,320,900	\$ 1,243,200
Expenditures						
61 - Personnel Services	\$ 1,074,400	\$ 1,030,188	\$ 1,292,300	\$ 1,252,137	\$ 1,339,800	\$ 1,395,100
62 - Supplies	12,540	8,289	14,200	5,319	13,400	13,400
63 - Other Services & Charges	290,870	256,374	439,300	354,823	341,100	357,900
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,377,810	\$ 1,294,851	\$ 1,745,800	\$ 1,612,279	\$ 1,694,300	\$ 1,766,400
Net Property Tax Supported	\$ (342,910)	\$ 101,024	\$ (317,000)	\$ (494,690)	\$ (373,400)	\$ (523,200)

Fund: General (101)
Department: Community Development (51)
Division: Building Inspections (10)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	687,100	926,961	839,500	520,907	785,600	729,200
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	56,800	68,315	75,500	5,530	67,000	25,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	71,000	70,979	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 743,900	\$ 995,276	\$ 986,000	\$ 597,416	\$ 852,600	\$ 754,200
Expenditures						
61 - Personnel Services	\$ 329,200	\$ 328,336	\$ 343,900	\$ 334,733	\$ 358,000	\$ 363,500
62 - Supplies	4,500	3,098	6,100	1,668	6,100	6,100
63 - Other Services & Charges	115,650	115,478	204,600	180,284	132,000	144,700
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 449,350	\$ 446,912	\$ 554,600	\$ 516,685	\$ 496,100	\$ 514,300
Net Property Tax Supported	\$ 294,550	\$ 548,364	\$ 431,400	\$ 80,731	\$ 356,500	\$ 239,900

Fund: General (101)
Department: Community Development (51)
Division: Planning (20)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	30,200	167,760	22,900	92,978	53,300	60,000
43 - Licenses and Permits	14,900	5,950	5,900	2,610	5,900	5,900
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	60,900	42,302	222,500	210,376	227,500	223,100
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 106,000	\$ 216,012	\$ 251,300	\$ 305,964	\$ 286,700	\$ 289,000
Expenditures						
61 - Personnel Services	\$ 525,200	\$ 481,258	\$ 713,900	\$ 689,238	\$ 737,000	\$ 774,100
62 - Supplies	5,250	2,954	5,200	2,711	4,400	4,400
63 - Other Services & Charges	168,410	137,328	226,600	170,772	201,000	185,500
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 698,860	\$ 621,540	\$ 945,700	\$ 862,721	\$ 942,400	\$ 964,000
Net Property Tax Supported	\$ (592,860)	\$ (405,528)	\$ (694,400)	\$ (556,757)	\$ (655,700)	\$ (675,000)

Fund: General (101)
Department: Community Development (51)
Division: Rental Inspections (40)

	2021	2021	2022	2022	2023	2024
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	165,000	168,574	175,000	179,052	164,000	175,000
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	20,000	16,013	16,500	35,157	17,600	25,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 185,000	\$ 184,587	\$ 191,500	\$ 214,209	\$ 181,600	\$ 200,000
Expenditures						
61 - Personnel Services	\$ 220,000	\$ 220,594	\$ 234,500	\$ 228,166	\$ 244,800	\$ 257,500
62 - Supplies	2,790	2,237	2,900	940	2,900	2,900
63 - Other Services & Charges	6,810	3,568	8,100	3,767	8,100	27,700
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 229,600	\$ 226,399	\$ 245,500	\$ 232,873	\$ 255,800	\$ 288,100
Net Property Tax Supported	\$ (44,600)	\$ (41,812)	\$ (54,000)	\$ (18,664)	\$ (74,200)	\$ (88,100)



City of Fridley, MN

Item 15.

Budget Worksheet Group Summary

For Fiscal: 2023 Period Ending: 12/31/2023

Account Typ...	Defined Budgets						
	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
Fund: 101 - General Fund							
Division: 111 - Legislative							
Expense	169,670.00	169,495.50	165,500.00	147,508.20	169,000.00	138,420.69	212,500.00
611110 - Temporary Employee - Regular	50,100.00	46,063.39	42,800.00	42,753.36	42,800.00	29,598.48	42,800.00
612100 - Medicare Contribution	1,000.00	925.77	900.00	847.79	900.00	363.26	600.00
612110 - PERA Contribution	2,100.00	2,182.97	2,100.00	2,137.98	2,100.00	1,480.14	2,100.00
612120 - Social Security Contribution	4,400.00	3,957.33	3,900.00	3,624.47	3,800.00	1,552.92	2,500.00
612140 - Health Insurance	14,600.00	14,750.19	16,300.00	17,796.05	17,600.00	37,204.16	52,500.00
612150 - Dental Insurance	0.00	0.00	0.00	37.50	0.00	462.50	600.00
612160 - Life Insurance	200.00	174.24	200.00	172.80	200.00	92.16	100.00
612170 - Cash Benefit	22,900.00	22,973.22	22,900.00	22,225.05	22,900.00	7,701.75	11,400.00
612180 - Workers' Compensation	200.00	66.48	200.00	49.35	100.00	32.08	100.00
621120 - Office Supplies	200.00	392.17	200.00	536.18	300.00	107.39	300.00
621130 - Operating Supplies	2,080.00	355.27	2,100.00	197.49	2,100.00	752.38	2,100.00
631100 - Professional Services	3,320.00	3,060.86	3,400.00	3,060.86	3,400.00	5,565.20	37,700.00
632100 - Dues & Subscription , Permit renewals	43,750.00	43,762.00	44,600.00	44,411.00	46,900.00	45,493.00	47,800.00
632120 - Conferences and School	500.00	217.37	500.00	375.21	500.00	511.75	500.00
633100 - Advertising	510.00	0.00	500.00	37.44	500.00	0.00	500.00
633110 - Printing & Binding	500.00	0.00	200.00	0.00	200.00	20.09	200.00
633120 - Communication (phones, postage, etc)	20,500.00	28,431.99	700.00	492.59	700.00	267.61	700.00
635100 - Services Contracted, Non-professional	2,810.00	2,182.25	24,000.00	8,753.08	24,000.00	7,215.82	10,000.00
Division: 111 - Legislative Total:	169,670.00	169,495.50	165,500.00	147,508.20	169,000.00	138,420.69	212,500.00
Division: 121 - City Management							
Expense	354,390.00	369,161.06	380,000.00	391,516.99	391,200.00	263,852.04	410,800.00
611100 - Full Time Employee - Regular	243,800.00	244,755.50	254,100.00	252,612.80	262,500.00	181,778.16	272,900.00
611110 - Temporary Employee - Regular	5,000.00	2,341.18	15,000.00	14,437.87	15,500.00	8,216.10	20,600.00
611300 - Employee Leave	0.00	17,144.64	0.00	16,168.54	0.00	0.00	0.00
612100 - Medicare Contribution	3,600.00	3,809.04	3,800.00	4,099.42	4,000.00	2,745.60	4,200.00
612110 - PERA Contribution	18,300.00	18,356.65	18,800.00	18,945.96	19,700.00	14,245.81	22,000.00
612120 - Social Security Contribution	15,300.00	14,044.54	13,900.00	15,156.71	14,600.00	11,739.90	16,000.00
612130 - Deferred Compensation Contribution for City Mgr	8,900.00	0.00	0.00	0.00	0.00	0.00	0.00
612135 - RSA-Retirement Health Savings Contribution for City...	0.00	8,941.86	9,200.00	9,174.88	9,500.00	6,542.64	9,700.00
612140 - Health Insurance	34,300.00	34,963.33	38,800.00	38,962.85	42,200.00	29,902.49	42,200.00
612150 - Dental Insurance	700.00	602.50	700.00	600.00	600.00	425.00	600.00
612160 - Life Insurance	200.00	154.40	200.00	153.12	200.00	102.08	200.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
612180 - Workers' Compensation	1,200.00	1,178.39	1,300.00	1,047.67	1,200.00	645.64	1,400.00
612190 - Short Term Disability	600.00	691.76	600.00	650.21	700.00	445.60	700.00
612195 - Long Term Disability	500.00	600.89	500.00	560.35	600.00	383.20	600.00
621120 - Office Supplies	1,820.00	1,003.58	1,800.00	576.36	1,800.00	343.76	1,800.00
621130 - Operating Supplies	3,500.00	2,656.92	3,500.00	2,059.57	3,500.00	827.86	3,500.00
631100 - Professional Services	2,110.00	6,580.00	2,100.00	0.00	2,100.00	0.00	2,100.00
631130 - Insurance - Non-personnel	4,200.00	4,200.00	3,700.00	3,699.96	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	5,240.00	4,614.75	5,200.00	5,685.08	5,200.00	3,337.36	5,000.00
632120 - Conferences and School	2,400.00	513.11	2,400.00	1,463.12	2,400.00	652.37	2,400.00
633100 - Advertising	2,520.00	110.05	2,500.00	0.00	2,500.00	41.61	2,500.00
633110 - Printing & Binding	0.00	190.00	200.00	0.00	200.00	0.00	200.00
633120 - Communication (phones, postage, etc)	0.00	1,707.97	1,500.00	1,654.17	1,500.00	1,101.83	1,500.00
635100 - Services Contracted, Non-professional	200.00	0.00	200.00	0.00	200.00	0.00	200.00
635130 - Hardware & Software Support	0.00	0.00	0.00	3,808.35	0.00	0.00	0.00
Division: 121 - City Management Total:	354,390.00	369,161.06	380,000.00	391,516.99	391,200.00	263,852.04	410,800.00
Division: 124 - Legal							
Revenue	160,700.00	126,048.76	155,900.00	117,111.92	129,700.00	108,999.65	130,000.00
461100 - Fines	160,700.00	126,048.76	155,900.00	117,111.92	129,700.00	108,999.65	130,000.00
Expense	398,250.00	384,925.60	406,600.00	388,790.17	406,600.00	320,300.92	460,500.00
631100 - Professional Services	397,750.00	384,425.56	406,100.00	388,290.13	406,100.00	319,925.89	460,000.00
631130 - Insurance - Non-personnel	500.00	500.04	500.00	500.04	500.00	375.03	500.00
Division: 124 - Legal Surplus (Deficit):	-237,550.00	-258,876.84	-250,700.00	-271,678.25	-276,900.00	-211,301.27	-330,500.00
Division: 126 - Employee Resources							
Expense	427,260.00	389,795.70	407,800.00	345,349.21	411,900.00	255,789.18	449,600.00
611100 - Full Time Employee - Regular	284,200.00	282,001.44	251,800.00	253,747.35	279,500.00	190,064.65	297,400.00
611200 - Full Time Employee - Overtime	4,200.00	0.00	4,200.00	0.00	4,300.00	0.00	0.00
611300 - Employee Leave	0.00	-15,370.51	0.00	-12,820.07	0.00	0.00	0.00
612100 - Medicare Contribution	4,200.00	3,782.28	3,400.00	3,594.54	4,400.00	2,802.91	4,400.00
612110 - PERA Contribution	21,600.00	18,685.82	18,200.00	19,031.04	21,300.00	14,254.85	22,300.00
612120 - Social Security Contribution	17,900.00	16,172.28	14,600.00	15,369.71	18,700.00	11,985.12	18,600.00
612140 - Health Insurance	29,100.00	38,585.27	47,400.00	14,780.37	0.00	12,936.84	25,900.00
612150 - Dental Insurance	700.00	615.00	700.00	137.50	0.00	150.00	300.00
612160 - Life Insurance	100.00	104.54	100.00	103.68	100.00	69.12	100.00
612170 - Cash Benefit	5,700.00	5,523.25	2,900.00	13,643.10	17,200.00	9,242.10	11,400.00
612180 - Workers' Compensation	1,300.00	1,155.18	1,400.00	982.94	1,000.00	652.19	1,400.00
612190 - Short Term Disability	900.00	865.32	700.00	859.73	900.00	644.72	1,000.00
612195 - Long Term Disability	800.00	709.23	500.00	718.71	700.00	540.88	800.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	0.00	0.00	25.00	0.00
621120 - Office Supplies	790.00	408.04	800.00	105.28	800.00	127.30	600.00
621130 - Operating Supplies	2,800.00	271.54	2,800.00	2,499.20	2,800.00	76.85	3,000.00
631100 - Professional Services	15,540.00	20,615.10	28,500.00	15,058.96	28,500.00	781.36	28,500.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
631130 - Insurance - Non-personnel	500.00	500.04	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	5,500.00	438.00	3,000.00	875.00	3,000.00	1,466.08	3,000.00
632110 - Transportation	200.00	0.00	200.00	18.60	200.00	0.00	200.00
632120 - Conferences and School	1,000.00	1,520.67	11,000.00	1,905.00	12,000.00	2,890.94	12,000.00
633100 - Advertising	1,580.00	211.58	1,000.00	16.19	1,000.00	0.00	1,000.00
633110 - Printing & Binding	700.00	0.00	500.00	32.56	400.00	361.35	400.00
633120 - Communication (phones, postage, etc)	100.00	400.00	600.00	600.00	600.00	250.00	600.00
635100 - Services Contracted, Non-professional	14,850.00	62.50	0.00	0.00	0.00	0.00	0.00
635130 - Hardware & Software Support	13,000.00	12,539.13	13,000.00	13,589.78	14,000.00	6,091.89	16,200.00
Division: 126 - Employee Resources Total:	427,260.00	389,795.70	407,800.00	345,349.21	411,900.00	255,789.18	449,600.00
Division: 127 - Communications & Engagement							
Revenue	6,000.00	3,500.00	9,500.00	10,520.00	11,000.00	15,220.00	15,000.00
445100 - Twin Cities Gateway Grant	6,000.00	3,500.00	9,500.00	10,520.00	11,000.00	15,220.00	15,000.00
Expense	149,030.00	171,409.49	270,800.00	217,717.29	212,000.00	142,632.03	236,500.00
611100 - Full Time Employee - Regular	75,500.00	89,395.01	140,500.00	119,696.41	105,000.00	72,408.81	111,700.00
612100 - Medicare Contribution	1,100.00	1,230.11	1,900.00	1,658.08	1,500.00	1,004.40	1,600.00
612110 - PERA Contribution	5,700.00	6,343.80	10,500.00	8,703.53	7,900.00	5,430.72	8,400.00
612120 - Social Security Contribution	4,600.00	5,258.14	8,100.00	7,088.60	6,300.00	4,294.47	6,700.00
612140 - Health Insurance	14,400.00	16,810.24	33,600.00	22,389.13	18,400.00	13,025.00	18,400.00
612150 - Dental Insurance	0.00	206.48	500.00	293.84	300.00	212.50	300.00
612160 - Life Insurance	0.00	40.88	100.00	56.99	100.00	34.61	100.00
612180 - Workers' Compensation	500.00	403.13	500.00	448.99	500.00	250.00	500.00
612190 - Short Term Disability	300.00	353.38	500.00	450.71	400.00	282.50	400.00
612195 - Long Term Disability	200.00	281.10	400.00	357.06	300.00	223.86	300.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	0.00	0.00	12.50	0.00
621120 - Office Supplies	0.00	61.14	300.00	25.15	300.00	0.00	300.00
621130 - Operating Supplies	0.00	83.86	12,700.00	1,649.98	3,000.00	71.63	3,000.00
631100 - Professional Services	0.00	4,440.00	13,000.00	9,064.00	13,200.00	6,000.00	9,600.00
632100 - Dues & Subscription , Permit renewals	0.00	0.00	400.00	1,422.36	400.00	366.20	400.00
632110 - Transportation	0.00	0.00	200.00	0.00	200.00	0.00	200.00
632120 - Conferences and School	0.00	0.00	1,500.00	475.00	1,500.00	484.96	1,500.00
633100 - Advertising	0.00	1,308.63	600.00	5,217.57	3,600.00	3,831.47	7,000.00
633110 - Printing & Binding	18,810.00	20,388.59	24,500.00	20,827.86	24,500.00	18,961.61	28,800.00
633120 - Communication (phones, postage, etc)	27,920.00	24,805.00	19,000.00	17,892.03	24,600.00	15,736.79	25,200.00
635100 - Services Contracted, Non-professional	0.00	0.00	2,000.00	0.00	0.00	0.00	0.00
635130 - Hardware & Software Support	0.00	0.00	0.00	0.00	0.00	0.00	12,100.00
Division: 127 - Communications & Engagement Surplus (Deficit):	-143,030.00	-167,909.49	-261,300.00	-207,197.29	-201,000.00	-127,412.03	-221,500.00
Division: 128 - City Clerk							
Revenue	142,990.00	197,937.42	145,000.00	155,428.56	177,800.00	88,437.68	170,600.00
431100 - Alcoholic Beverages	68,400.00	75,790.00	66,500.00	63,040.00	73,800.00	37,535.00	65,000.00
431300 - Dog Licenses	3,300.00	6,820.00	4,100.00	4,630.00	4,900.00	3,155.00	4,900.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
431900 - All Other Licenses	31,700.00	35,326.63	36,600.00	30,137.50	36,600.00	38,090.00	46,000.00
451100 - Sale of Maps, Publications, Videos, Misc.	200.00	12.00	100.00	0.25	0.00	11.75	0.00
461100 - Fines	0.00	1,500.00	2,700.00	3,500.00	2,500.00	1,500.00	2,500.00
475200 - 3% Gambling Tax	39,390.00	78,488.79	35,000.00	54,120.81	60,000.00	8,145.93	52,200.00
Expense	112,550.00	123,107.54	162,200.00	187,178.54	258,100.00	173,731.24	272,600.00
611100 - Full Time Employee - Regular	72,400.00	81,187.20	112,900.00	112,030.89	167,900.00	113,308.48	176,200.00
611300 - Employee Leave	0.00	2,690.49	0.00	13,191.91	0.00	0.00	0.00
612100 - Medicare Contribution	1,000.00	1,087.84	1,400.00	1,669.38	1,300.00	1,577.46	2,400.00
612110 - PERA Contribution	5,400.00	6,089.04	7,500.00	8,405.50	12,600.00	8,535.90	13,200.00
612120 - Social Security Contribution	4,300.00	4,651.45	6,000.00	7,137.64	5,700.00	6,744.84	10,200.00
612140 - Health Insurance	21,100.00	21,379.09	23,600.00	26,982.39	46,300.00	23,089.38	46,000.00
612150 - Dental Insurance	0.00	0.00	0.00	87.56	300.00	212.50	300.00
612160 - Life Insurance	0.00	34.85	0.00	41.80	100.00	41.62	100.00
612170 - Cash Benefit	0.00	0.00	0.00	220.05	0.00	2,640.60	0.00
612180 - Workers' Compensation	600.00	383.06	700.00	423.47	400.00	389.45	800.00
612190 - Short Term Disability	300.00	293.72	300.00	353.07	500.00	395.78	600.00
612195 - Long Term Disability	200.00	233.81	200.00	282.77	400.00	337.83	500.00
621120 - Office Supplies	290.00	103.11	300.00	121.94	300.00	22.85	300.00
621130 - Operating Supplies	690.00	472.48	700.00	106.94	700.00	39.25	700.00
632100 - Dues & Subscription , Permit renewals	400.00	555.00	400.00	606.96	600.00	355.00	800.00
632110 - Transportation	300.00	181.44	300.00	0.00	300.00	14.00	300.00
632120 - Conferences and School	2,000.00	1,225.00	2,000.00	3,750.09	3,000.00	2,913.94	3,000.00
633100 - Advertising	1,980.00	1,143.63	3,000.00	550.08	4,000.00	1,785.48	3,000.00
633110 - Printing & Binding	690.00	34.83	500.00	26.60	500.00	0.00	500.00
633120 - Communication (phones, postage, etc)	400.00	605.00	400.00	545.00	1,200.00	287.50	1,200.00
635100 - Services Contracted, Non-professional	500.00	756.50	2,000.00	344.50	1,400.00	373.39	700.00
635130 - Hardware & Software Support	0.00	0.00	0.00	10,300.00	10,600.00	10,665.99	11,800.00
Division: 128 - City Clerk Surplus (Deficit):	30,440.00	74,829.88	-17,200.00	-31,749.98	-80,300.00	-85,293.56	-102,000.00
Division: 129 - Elections							
Revenue	0.00	0.00	0.00	40.00	0.00	0.00	0.00
451400 - Filing Fees	0.00	0.00	0.00	40.00	0.00	0.00	0.00
Expense	12,140.00	6,260.99	98,800.00	63,386.91	16,300.00	14,054.40	121,000.00
611110 - Temporary Employee - Regular	0.00	0.00	65,000.00	46,268.25	0.00	0.00	100,500.00
612100 - Medicare Contribution	0.00	0.00	0.00	116.95	0.00	0.00	0.00
612120 - Social Security Contribution	0.00	0.00	0.00	500.05	0.00	0.00	0.00
612180 - Workers' Compensation	0.00	0.00	0.00	158.51	0.00	1.50	0.00
621120 - Office Supplies	690.00	0.00	700.00	10.17	0.00	0.00	700.00
621130 - Operating Supplies	500.00	349.12	500.00	424.05	0.00	0.00	500.00
631130 - Insurance - Non-personnel	0.00	0.00	6,600.00	6,600.00	9,800.00	7,350.03	8,500.00
632110 - Transportation	200.00	0.00	200.00	78.00	0.00	8.00	300.00
633100 - Advertising	2,000.00	0.00	1,000.00	640.80	0.00	0.00	1,000.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
633110 - Printing & Binding	500.00	0.00	500.00	0.00	0.00	0.00	500.00
633120 - Communication (phones, postage, etc)	200.00	239.22	200.00	1,009.68	0.00	184.21	500.00
635100 - Services Contracted, Non-professional	6,560.00	5,672.65	22,600.00	6,505.00	6,500.00	6,510.66	6,500.00
635110 - Rentals	1,490.00	0.00	1,500.00	1,075.45	0.00	0.00	2,000.00
Division: 129 - Elections Surplus (Deficit):	-12,140.00	-6,260.99	-98,800.00	-63,346.91	-16,300.00	-14,054.40	-121,000.00
Division: 131 - Accounting							
Revenue	105,800.00	-39,900.15	110,400.00	-226,959.27	181,100.00	418,192.56	250,000.00
451210 - Administrative Charges	5,500.00	4,546.21	5,000.00	6,084.74	5,000.00	0.00	5,000.00
451320 - Non Sufficient Funds (NSF) Service Charge	100.00	35.00	100.00	20.00	0.00	35.00	0.00
471110 - Interest Earnings - Investments	100,200.00	144,043.99	101,300.00	97,596.09	176,100.00	0.00	225,000.00
471120 - Unrealized Gain/Loss on Investments	0.00	-193,729.40	0.00	-334,692.71	0.00	401,465.68	0.00
475800 - Cash Short/Over	0.00	-0.82	0.00	14.24	0.00	4.89	0.00
475900 - Miscellaneous Revenues	0.00	5,204.87	4,000.00	4,018.37	0.00	16,686.99	20,000.00
Expense	690,040.00	674,155.03	721,300.00	697,255.94	779,900.00	545,096.86	819,200.00
611100 - Full Time Employee - Regular	449,300.00	466,736.91	474,800.00	463,810.48	533,000.00	368,616.10	564,000.00
611105 - Part-time Permanent -Regular	37,100.00	15,359.34	0.00	714.67	0.00	0.00	0.00
611200 - Full Time Employee - Overtime	1,000.00	413.63	1,000.00	171.94	1,100.00	0.00	500.00
611300 - Employee Leave	0.00	-16,453.09	0.00	9,420.48	0.00	0.00	0.00
612100 - Medicare Contribution	7,200.00	6,859.77	6,800.00	6,858.14	7,600.00	5,302.08	8,100.00
612110 - PERA Contribution	36,600.00	34,068.08	35,700.00	34,852.49	39,400.00	27,646.38	42,300.00
612120 - Social Security Contribution	30,900.00	29,331.91	29,200.00	29,324.57	32,900.00	22,670.41	34,300.00
612140 - Health Insurance	17,800.00	17,212.03	42,800.00	37,736.06	54,400.00	20,487.67	50,500.00
612150 - Dental Insurance	600.00	452.59	900.00	702.52	800.00	385.73	800.00
612160 - Life Insurance	200.00	194.55	200.00	185.92	200.00	127.31	200.00
612170 - Cash Benefit	11,400.00	12,366.81	11,400.00	11,442.60	11,400.00	10,562.40	11,400.00
612180 - Workers' Compensation	2,300.00	1,570.34	2,500.00	1,783.53	1,800.00	1,276.21	2,700.00
612190 - Short Term Disability	1,500.00	1,526.17	1,700.00	1,663.62	1,700.00	1,185.38	1,800.00
612195 - Long Term Disability	1,300.00	1,287.26	1,400.00	1,420.11	1,400.00	999.44	1,500.00
621120 - Office Supplies	1,430.00	2,432.60	1,200.00	359.71	2,200.00	358.48	2,200.00
621130 - Operating Supplies	1,040.00	1,920.02	1,400.00	1,948.64	2,000.00	55.99	2,000.00
631100 - Professional Services	47,400.00	41,684.25	47,400.00	32,976.75	50,500.00	51,800.00	53,400.00
631130 - Insurance - Non-personnel	11,900.00	11,900.04	10,700.00	10,700.04	500.00	375.03	700.00
632100 - Dues & Subscription , Permit renewals	690.00	934.00	700.00	883.95	500.00	585.00	900.00
632110 - Transportation	750.00	25.76	700.00	797.71	700.00	569.99	1,400.00
632120 - Conferences and School	2,100.00	265.00	6,100.00	10,488.58	2,100.00	2,511.36	4,800.00
633100 - Advertising	1,680.00	2,456.92	1,800.00	1,342.08	2,300.00	1,756.96	2,300.00
633110 - Printing & Binding	100.00	0.00	100.00	26.45	100.00	0.00	100.00
633120 - Communication (phones, postage, etc)	2,500.00	1,805.57	2,200.00	1,880.73	2,000.00	1,104.59	2,000.00
635100 - Services Contracted, Non-professional	1,250.00	17,788.27	17,600.00	12,792.61	7,300.00	2,915.76	4,800.00
635130 - Hardware & Software Support	22,000.00	21,891.30	23,000.00	22,971.56	24,000.00	23,804.59	26,500.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
638140 - Miscellaneous Expenses	0.00	125.00	0.00	0.00	0.00	0.00	0.00
Division: 131 - Accounting Surplus (Deficit):	-584,240.00	-714,055.18	-610,900.00	-924,215.21	-598,800.00	-126,904.30	-569,200.00
Division: 132 - Assessing							
Revenue	0.00	0.00	0.00	15.00	0.00	0.00	0.00
451300 - Assessment Searches	0.00	0.00	0.00	15.00	0.00	0.00	0.00
Expense	283,680.00	272,390.60	296,700.00	289,093.45	306,600.00	205,871.36	349,200.00
611100 - Full Time Employee - Regular	189,900.00	190,634.47	200,600.00	199,512.00	211,200.00	145,520.96	221,700.00
611110 - Temporary Employee - Regular	20,900.00	7,959.90	20,900.00	15,129.18	15,000.00	7,430.36	22,500.00
611300 - Employee Leave	0.00	2,256.15	0.00	323.55	0.00	0.00	0.00
612100 - Medicare Contribution	3,000.00	2,827.34	3,100.00	3,003.24	3,200.00	2,129.05	3,400.00
612110 - PERA Contribution	15,800.00	14,297.58	14,700.00	14,963.40	15,800.00	10,914.07	16,600.00
612120 - Social Security Contribution	12,900.00	12,089.37	13,100.00	12,841.65	13,700.00	9,103.90	14,700.00
612140 - Health Insurance	22,500.00	23,144.79	25,400.00	25,047.26	26,900.00	19,073.49	26,900.00
612150 - Dental Insurance	700.00	602.50	700.00	600.00	600.00	425.00	600.00
612160 - Life Insurance	100.00	69.70	100.00	69.12	100.00	46.08	100.00
612180 - Workers' Compensation	900.00	861.42	1,000.00	814.36	800.00	693.19	1,500.00
612190 - Short Term Disability	700.00	752.36	700.00	710.20	700.00	486.08	700.00
612195 - Long Term Disability	600.00	631.73	600.00	605.25	600.00	415.20	600.00
621100 - Fuels and Lubes	500.00	333.55	500.00	1,228.94	700.00	600.77	800.00
621110 - Clothing/Laundry Allowance	990.00	1,069.26	1,000.00	195.40	700.00	128.75	700.00
621120 - Office Supplies	400.00	123.96	400.00	117.16	200.00	108.45	200.00
621130 - Operating Supplies	200.00	73.69	200.00	38.50	200.00	0.00	200.00
621160 - Work Order Transfer - Parts	400.00	262.37	400.00	112.27	400.00	303.23	400.00
631100 - Professional Services	8,600.00	10,000.00	7,600.00	8,196.80	8,000.00	1,900.00	28,000.00
631130 - Insurance - Non-personnel	500.00	500.04	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	1,490.00	2,803.50	2,500.00	2,520.50	5,200.00	4,844.78	7,100.00
632110 - Transportation	300.00	0.00	300.00	70.00	100.00	0.00	100.00
632120 - Conferences and School	1,000.00	160.00	1,000.00	1,612.26	1,200.00	1,192.59	1,700.00
633100 - Advertising	350.00	202.71	300.00	256.60	200.00	61.62	200.00
633110 - Printing & Binding	300.00	454.60	300.00	459.00	200.00	0.00	0.00
633120 - Communication (phones, postage, etc)	550.00	134.61	500.00	166.77	200.00	118.76	0.00
635100 - Services Contracted, Non-professional	100.00	0.00	100.00	0.00	0.00	0.00	0.00
635130 - Hardware & Software Support	0.00	145.00	200.00	0.00	200.00	0.00	0.00
Division: 132 - Assessing Surplus (Deficit):	-283,680.00	-272,390.60	-296,700.00	-289,078.45	-306,600.00	-205,871.36	-349,200.00
Division: 133 - Information Technology							
Expense	624,580.00	581,148.43	677,100.00	680,631.45	758,700.00	438,112.90	749,600.00
611100 - Full Time Employee - Regular	267,700.00	248,918.42	305,700.00	278,237.21	319,000.00	134,873.76	289,200.00
611300 - Employee Leave	0.00	-1,931.96	0.00	-11,130.07	0.00	0.00	0.00
612100 - Medicare Contribution	3,800.00	3,450.01	3,900.00	3,792.31	4,500.00	2,061.33	4,200.00
612110 - PERA Contribution	20,100.00	18,668.88	20,700.00	20,014.40	23,900.00	9,938.79	21,700.00
612120 - Social Security Contribution	16,300.00	14,750.97	16,600.00	16,215.58	19,400.00	8,813.97	18,000.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
612140 - Health Insurance	36,500.00	37,522.45	41,400.00	34,750.78	43,100.00	0.00	0.00
612150 - Dental Insurance	700.00	613.75	700.00	525.00	600.00	0.00	300.00
612160 - Life Insurance	100.00	104.26	100.00	92.16	100.00	43.20	100.00
612170 - Cash Benefit	5,700.00	5,743.30	5,700.00	5,721.30	5,700.00	7,261.65	17,200.00
612180 - Workers' Compensation	1,400.00	1,170.02	1,300.00	1,078.92	1,200.00	438.34	900.00
612190 - Short Term Disability	900.00	1,011.92	900.00	895.56	1,000.00	465.00	1,100.00
612195 - Long Term Disability	800.00	848.98	800.00	750.91	900.00	401.99	1,000.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	0.00	0.00	25.00	0.00
621120 - Office Supplies	300.00	0.00	300.00	0.00	0.00	0.00	0.00
621130 - Operating Supplies	4,700.00	4,285.18	4,700.00	1,657.40	4,700.00	1,122.76	2,700.00
621150 - Small Tools and Minor Equipment	150.00	407.53	100.00	408.64	500.00	0.00	300.00
631100 - Professional Services	1,000.00	0.00	1,000.00	185.00	0.00	136.00	0.00
631130 - Insurance - Non-personnel	500.00	500.04	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	0.00	0.00	0.00	0.00	0.00	588.95	0.00
632110 - Transportation	100.00	0.00	100.00	0.00	100.00	0.00	0.00
632120 - Conferences and School	7,700.00	2,277.31	7,700.00	555.97	4,000.00	164.70	6,000.00
633120 - Communication (phones, postage, etc)	53,400.00	69,376.89	72,300.00	84,267.27	82,800.00	60,480.59	91,100.00
635100 - Services Contracted, Non-professional	0.00	15,394.82	0.00	15,640.32	13,000.00	8,268.22	17,000.00
635130 - Hardware & Software Support	202,730.00	158,035.66	192,600.00	226,472.75	233,700.00	202,653.62	278,300.00
Division: 133 - Information Technology Total:	624,580.00	581,148.43	677,100.00	680,631.45	758,700.00	438,112.90	749,600.00
Division: 141 - Non-departmental							
Revenue	15,150,300.00	15,558,785.90	15,812,900.00	15,918,381.66	16,643,300.00	8,792,550.38	17,987,500.00
411100 - Current Ad Valorem	12,931,600.00	13,180,742.04	13,614,500.00	13,641,482.79	13,844,700.00	7,178,940.01	14,950,600.00
411200 - Delinquent Ad Valorem	87,400.00	79,963.44	14,800.00	8,405.64	26,800.00	47,316.10	26,800.00
415100 - Penalties & Interest on Delinquent Taxes	12,700.00	41,157.00	8,100.00	16,972.67	12,100.00	24,082.52	25,000.00
415200 - Forfeited Tax Sale Apportionment	0.00	4,464.28	0.00	0.00	0.00	0.00	0.00
443100 - Local Government Aid (LGA)	744,700.00	774,700.00	662,300.00	666,435.00	698,400.00	349,200.00	933,900.00
451220 - Administrative Charges from Other City Funds & HRA	1,156,700.00	1,185,442.04	1,239,800.00	1,250,400.08	1,353,100.00	938,624.94	1,431,700.00
474100 - Insurance Reimbursement	22,000.00	57,032.84	0.00	39,592.20	20,000.00	0.00	40,000.00
474110 - Other Reimbursements	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00
475300 - Sale of Miscellaneous Property	3,000.00	1,967.10	2,000.00	1,662.35	2,000.00	2,017.87	2,000.00
475900 - Miscellaneous Revenues	5,500.00	43,717.16	6,100.00	33,715.56	6,100.00	4,793.97	35,000.00
493100 - Transfer In From Other Funds	186,700.00	189,600.00	263,800.00	259,715.37	680,100.00	247,574.97	542,500.00
Expense	78,460.00	4,339,416.49	119,000.00	15,494.35	23,700.00	17,420.89	29,200.00
611100 - Full Time Employee - Regular	168,490.00	0.00	95,300.00	0.00	0.00	0.00	0.00
612100 - Medicare Contribution	500.00	0.00	0.00	0.00	0.00	0.00	0.00
612120 - Social Security Contribution	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00
621130 - Operating Supplies	0.00	491.64	0.00	161.78	0.00	0.00	0.00
631100 - Professional Services	2,480.00	0.00	2,500.00	0.00	2,500.00	1,790.00	2,500.00
632120 - Conferences and School	18,800.00	10,833.00	18,800.00	11,010.80	18,800.00	9,768.99	18,800.00
633100 - Advertising	0.00	67.50	0.00	0.00	0.00	0.00	0.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
633120 - Communication (phones, postage, etc)	690.00	1,585.19	2,400.00	533.40	2,400.00	2,073.53	2,400.00
635110 - Rentals	0.00	5,051.16	0.00	3,788.37	0.00	3,788.37	5,500.00
638140 - Miscellaneous Expenses	-114,700.00	0.00	0.00	0.00	0.00	0.00	0.00
993100 - Transfer Out to Other Funds	0.00	4,321,388.00	0.00	0.00	0.00	0.00	0.00
Division: 141 - Non-departmental Surplus (Deficit):	15,071,840.00	11,219,369.41	15,693,900.00	15,902,887.31	16,619,600.00	8,775,129.49	17,958,300.00
Division: 142 - Emergency Reserves							
Expense	88,360.00	13,881.25	88,300.00	805.46	88,300.00	0.00	0.00
621130 - Operating Supplies	0.00	644.70	0.00	0.00	0.00	0.00	0.00
631100 - Professional Services	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00
633120 - Communication (phones, postage, etc)	0.00	1,498.55	0.00	805.46	0.00	0.00	0.00
635100 - Services Contracted, Non-professional	0.00	6,738.00	0.00	0.00	0.00	0.00	0.00
638140 - Miscellaneous Expenses	88,360.00	0.00	88,300.00	0.00	88,300.00	0.00	0.00
Division: 142 - Emergency Reserves Total:	88,360.00	13,881.25	88,300.00	805.46	88,300.00	0.00	0.00
Division: 211 - Police							
Revenue	898,400.00	1,056,650.72	1,263,100.00	1,304,917.78	1,315,600.00	493,902.21	1,381,800.00
441100 - Federal Grants	160,000.00	107,331.98	165,000.00	106,461.79	165,000.00	64,010.15	165,000.00
443200 - Police Training Reimbursement (POST)	40,000.00	44,305.88	42,000.00	42,622.31	42,000.00	0.00	43,000.00
443220 - Insurance Premium Tax - Police State Aid	347,000.00	385,321.86	407,000.00	414,012.55	395,000.00	0.00	440,000.00
443400 - All Other State Grants	0.00	65,453.24	184,600.00	187,195.54	184,600.00	76,107.63	212,000.00
453100 - School Resource Officer	240,000.00	213,890.45	212,000.00	246,475.00	256,000.00	127,000.00	201,300.00
453110 - Police Security	23,100.00	131,755.00	190,000.00	175,767.50	210,000.00	157,101.25	227,500.00
453120 - False Alarms	2,300.00	1,931.25	2,200.00	3,368.50	2,000.00	0.00	2,000.00
453150 - Pawn Shop Transaction Fees	60,000.00	56,907.00	40,000.00	53,928.00	40,000.00	28,242.00	55,000.00
453160 - Accident Reports and Photos	2,400.00	1,505.00	1,900.00	1,334.50	1,500.00	765.00	1,500.00
461100 - Fines	0.00	0.00	0.00	0.00	0.00	35.00	0.00
473100 - General Contributions & Donations	8,800.00	7,878.00	5,000.00	49,739.00	7,000.00	5,000.00	7,000.00
474100 - Insurance Reimbursement	1,900.00	0.00	0.00	0.00	0.00	0.00	0.00
474200 - Reimbursements from other Governments	10,100.00	32,521.15	10,100.00	21,413.45	10,100.00	29,987.03	25,000.00
475120 - Restitution Payments	700.00	3,436.88	1,000.00	1,357.05	1,200.00	4,093.37	1,300.00
475300 - Sale of Miscellaneous Property	900.00	1,279.82	900.00	555.76	0.00	118.72	0.00
475900 - Miscellaneous Revenues	1,200.00	3,133.21	1,400.00	686.83	1,200.00	1,442.06	1,200.00
Expense	7,414,180.00	7,342,501.40	7,881,000.00	7,830,167.94	8,152,900.00	5,673,394.42	8,812,100.00
611100 - Full Time Employee - Regular	4,655,500.00	4,399,909.36	4,769,800.00	4,651,696.65	4,999,600.00	3,431,167.79	5,295,400.00
611105 - Part-time Permanent -Regular	145,800.00	130,691.30	154,500.00	114,874.77	117,400.00	109,439.97	220,500.00
611200 - Full Time Employee - Overtime	244,200.00	377,957.69	404,200.00	420,877.05	400,000.00	299,823.98	425,000.00
611210 - Temporary/Part-time Employee - Overtime	0.00	2,908.61	0.00	2,280.63	0.00	2,097.99	2,300.00
611300 - Employee Leave	0.00	19,775.42	0.00	55,525.45	0.00	0.00	0.00
612100 - Medicare Contribution	73,300.00	71,158.41	74,500.00	76,148.86	80,900.00	55,167.96	85,600.00
612110 - PERA Contribution	830,000.00	794,291.84	848,600.00	848,176.98	925,500.00	612,607.47	962,400.00
612120 - Social Security Contribution	33,400.00	38,819.00	40,100.00	36,946.82	33,600.00	23,924.86	41,200.00
612140 - Health Insurance	407,600.00	444,221.54	499,400.00	445,564.01	470,100.00	355,659.95	540,800.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
612150 - Dental Insurance	8,600.00	8,231.25	10,400.00	8,000.00	8,700.00	6,125.00	9,300.00
612160 - Life Insurance	1,800.00	1,765.44	1,800.00	1,802.88	1,800.00	1,186.56	1,700.00
612170 - Cash Benefit	120,100.00	99,374.58	103,000.00	137,751.30	137,300.00	84,059.10	103,000.00
612180 - Workers' Compensation	143,200.00	184,379.57	200,000.00	234,427.18	270,600.00	150,646.09	328,200.00
612190 - Short Term Disability	14,900.00	16,886.08	15,800.00	16,794.52	17,200.00	11,455.65	16,800.00
612195 - Long Term Disability	12,800.00	13,841.05	13,200.00	14,095.53	14,500.00	9,783.75	14,400.00
613125 - Miscellaneous Pay	0.00	475.00	0.00	400.00	0.00	100.00	0.00
613130 - Unemployment Compensation	0.00	3,565.82	0.00	0.00	0.00	0.00	0.00
621100 - Fuels and Lubes	95,000.00	67,562.94	87,600.00	87,608.52	100,500.00	69,397.09	100,200.00
621110 - Clothing/Laundry Allowance	37,920.00	97,271.66	42,900.00	48,860.12	54,900.00	30,511.72	54,900.00
621120 - Office Supplies	5,250.00	3,706.18	5,200.00	4,337.97	4,200.00	2,003.14	4,200.00
621130 - Operating Supplies	38,000.00	49,661.10	38,000.00	54,519.17	48,000.00	51,496.53	73,000.00
621140 - Supplies for Repair & Maintenance	1,490.00	794.17	1,400.00	390.91	1,000.00	274.97	1,000.00
621150 - Small Tools and Minor Equipment	5,150.00	2,540.97	52,200.00	51,463.94	5,200.00	3,930.23	5,200.00
621160 - Work Order Transfer - Parts	34,060.00	26,513.28	34,100.00	38,365.49	34,100.00	26,718.76	34,100.00
631100 - Professional Services	27,820.00	27,836.96	33,800.00	27,101.75	30,800.00	17,982.61	30,800.00
631130 - Insurance - Non-personnel	201,100.00	201,099.96	152,900.00	152,900.04	85,900.00	64,424.97	117,300.00
631140 - Admin Charges	200.00	0.00	200.00	0.00	200.00	0.00	200.00
632100 - Dues & Subscription , Permit renewals	6,340.00	9,630.44	8,700.00	8,186.66	8,700.00	2,628.94	9,000.00
632110 - Transportation	1,700.00	501.67	1,700.00	1,136.69	1,700.00	860.15	1,700.00
632120 - Conferences and School	42,000.00	34,189.11	67,000.00	68,057.55	48,300.00	46,449.95	68,300.00
633100 - Advertising	990.00	0.00	1,000.00	0.00	1,000.00	0.00	1,000.00
633110 - Printing & Binding	4,260.00	3,070.82	4,300.00	4,053.62	4,300.00	3,137.63	4,300.00
633120 - Communication (phones, postage, etc)	116,000.00	114,629.84	120,000.00	115,074.60	120,000.00	87,632.14	124,500.00
634100 - Utility Services	5,640.00	0.00	500.00	0.00	500.00	0.00	500.00
635100 - Services Contracted, Non-professional	33,000.00	16,723.15	23,000.00	24,247.82	23,000.00	18,598.42	23,000.00
635110 - Rentals	2,570.00	1,888.56	2,500.00	2,000.00	2,500.00	0.00	2,500.00
635130 - Hardware & Software Support	63,740.00	66,503.63	63,700.00	64,000.46	88,400.00	84,101.05	104,800.00
638180 - Pmts to Other Agencies	750.00	10,125.00	5,000.00	12,500.00	12,500.00	10,000.00	5,000.00
Division: 211 - Police Surplus (Deficit):	-6,515,780.00	-6,285,850.68	-6,617,900.00	-6,525,250.16	-6,837,300.00	-5,179,492.21	-7,430,300.00
Division: 215 - Emergency Management							
Revenue	0.00	496.05	0.00	0.00	0.00	1,980.00	3,000.00
473100 - General Contributions & Donations	0.00	496.05	0.00	0.00	0.00	0.00	0.00
475900 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00	1,980.00	3,000.00
Expense	16,320.00	11,738.54	14,600.00	15,433.75	14,600.00	10,084.55	14,700.00
621110 - Clothing/Laundry Allowance	990.00	564.24	1,000.00	3,350.80	1,000.00	441.80	1,000.00
621130 - Operating Supplies	4,250.00	2,366.96	2,500.00	34.52	2,500.00	1,278.64	2,500.00
621150 - Small Tools and Minor Equipment	0.00	1,044.49	0.00	276.98	0.00	0.00	0.00
631130 - Insurance - Non-personnel	500.00	500.04	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	790.00	600.00	800.00	700.00	800.00	600.00	900.00
632120 - Conferences and School	800.00	0.00	800.00	915.00	800.00	84.00	800.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
633120 - Communication (phones, postage, etc)	500.00	539.85	500.00	456.67	500.00	332.58	500.00
634100 - Utility Services	590.00	625.44	600.00	802.22	600.00	528.22	600.00
635100 - Services Contracted, Non-professional	7,900.00	5,497.52	7,900.00	8,397.52	7,900.00	6,444.28	7,900.00
Division: 215 - Emergency Management Surplus (Deficit):	-16,320.00	-11,242.49	-14,600.00	-15,433.75	-14,600.00	-8,104.55	-11,700.00
Division: 219 - Fire							
Revenue	198,600.00	240,201.80	253,800.00	241,431.58	240,100.00	105,722.25	267,700.00
435500 - Universal Fire Code Permits / UFC Permits	31,500.00	29,034.36	31,500.00	10,357.19	20,000.00	15,491.83	20,000.00
441100 - Federal Grants	0.00	0.00	0.00	9,750.00	0.00	0.00	0.00
443210 - Insurance Premium Tax - Fire State Aid	154,000.00	184,949.94	200,000.00	199,515.39	203,400.00	3,000.00	208,400.00
443400 - All Other State Grants	4,900.00	25,217.50	10,100.00	15,811.50	15,000.00	79,426.92	16,000.00
453120 - False Alarms	0.00	0.00	0.00	0.00	0.00	6,150.00	20,000.00
453160 - Accident Reports and Photos	0.00	0.00	0.00	15.00	0.00	5.00	0.00
453200 - Fire Response Fees	4,900.00	400.00	3,100.00	3,000.00	1,500.00	0.00	3,100.00
453220 - Fire Code Inspection Fees	0.00	100.00	200.00	250.00	200.00	200.00	200.00
473100 - General Contributions & Donations	900.00	500.00	900.00	2,732.50	0.00	1,000.00	0.00
474200 - Reimbursements from other Governments	2,000.00	0.00	8,000.00	0.00	0.00	448.50	0.00
475300 - Sale of Miscellaneous Property	400.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense	1,541,510.00	1,651,293.49	1,729,400.00	1,764,478.38	1,809,800.00	1,171,030.57	1,961,900.00
611100 - Full Time Employee - Regular	506,200.00	523,021.14	528,600.00	495,251.01	582,200.00	374,129.17	611,300.00
611110 - Temporary Employee - Regular	289,000.00	390,881.58	445,000.00	453,482.25	400,000.00	322,474.44	500,000.00
611200 - Full Time Employee - Overtime	41,500.00	24,753.31	41,500.00	24,870.43	43,000.00	12,877.59	28,000.00
611300 - Employee Leave	0.00	-7,198.27	0.00	-1,398.14	0.00	50.00	0.00
612100 - Medicare Contribution	12,000.00	14,478.52	13,000.00	12,476.23	14,700.00	10,159.34	16,400.00
612110 - PERA Contribution	91,300.00	87,584.13	94,700.00	91,305.70	110,700.00	67,485.05	108,200.00
612120 - Social Security Contribution	21,600.00	25,886.63	15,700.00	29,661.87	26,100.00	19,998.37	32,700.00
612140 - Health Insurance	84,800.00	81,239.59	78,700.00	85,677.46	83,300.00	53,169.22	62,700.00
612150 - Dental Insurance	2,000.00	1,506.25	1,700.00	1,800.70	1,500.00	737.50	900.00
612160 - Life Insurance	2,700.00	2,135.76	500.00	1,997.32	2,300.00	1,431.52	1,000.00
612170 - Cash Benefit	0.00	5,501.25	5,700.00	7,261.65	5,700.00	7,921.80	11,400.00
612180 - Workers' Compensation	67,200.00	44,436.37	60,000.00	59,868.24	64,400.00	37,823.94	83,500.00
612190 - Short Term Disability	1,700.00	1,923.48	1,800.00	1,807.02	2,000.00	1,489.64	2,100.00
612195 - Long Term Disability	1,500.00	1,570.82	1,500.00	1,490.55	1,700.00	1,239.25	1,800.00
613125 - Miscellaneous Pay	0.00	175.00	0.00	200.00	0.00	350.00	0.00
613130 - Unemployment Compensation	0.00	1,247.32	0.00	0.00	0.00	0.00	0.00
621100 - Fuels and Lubes	14,000.00	12,472.19	14,000.00	17,906.12	18,600.00	13,092.02	19,500.00
621110 - Clothing/Laundry Allowance	27,300.00	16,081.74	27,300.00	29,551.61	37,300.00	49,579.23	47,300.00
621120 - Office Supplies	990.00	1,101.43	1,000.00	604.01	1,000.00	287.93	1,000.00
621130 - Operating Supplies	11,400.00	17,377.92	11,400.00	12,699.05	13,400.00	13,470.44	15,400.00
621140 - Supplies for Repair & Maintenance	5,150.00	6,745.47	5,200.00	3,722.71	5,200.00	2,445.71	5,200.00
621150 - Small Tools and Minor Equipment	7,130.00	24,554.20	7,100.00	8,283.31	7,100.00	5,901.95	7,100.00
621160 - Work Order Transfer - Parts	10,400.00	7,621.92	10,400.00	13,199.27	8,400.00	8,230.82	8,400.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
631100 - Professional Services	19,700.00	31,338.00	19,700.00	36,876.00	20,400.00	18,486.93	30,000.00
631130 - Insurance - Non-personnel	41,000.00	41,000.04	32,800.00	32,799.96	16,900.00	12,674.97	17,300.00
632100 - Dues & Subscription , Permit renewals	6,240.00	3,305.00	6,000.00	6,855.97	5,000.00	6,462.75	5,000.00
632110 - Transportation	790.00	0.00	700.00	705.05	1,000.00	1,685.08	1,000.00
632120 - Conferences and School	15,430.00	17,678.87	15,000.00	27,732.55	30,000.00	39,920.72	30,000.00
633100 - Advertising	0.00	488.00	0.00	0.00	0.00	0.00	0.00
633110 - Printing & Binding	990.00	117.78	900.00	2,535.42	900.00	1,144.14	1,000.00
633120 - Communication (phones, postage, etc)	41,000.00	39,844.92	11,000.00	13,145.89	13,500.00	8,027.17	14,500.00
634100 - Utility Services	6,720.00	5,527.95	6,700.00	8,758.57	6,700.00	3,990.34	7,400.00
635100 - Services Contracted, Non-professional	50,940.00	28,901.62	50,900.00	41,682.18	40,900.00	31,836.44	40,900.00
635110 - Rentals	500.00	4,000.00	500.00	1,300.00	2,500.00	0.00	2,500.00
635130 - Hardware & Software Support	5,000.00	6,960.34	35,000.00	38,790.75	40,000.00	39,318.82	40,000.00
638180 - Pmts to Other Agencies	155,330.00	187,033.22	185,400.00	201,577.67	203,400.00	3,138.28	208,400.00
Division: 219 - Fire Surplus (Deficit):	-1,342,910.00	-1,411,091.69	-1,475,600.00	-1,523,046.80	-1,569,700.00	-1,065,308.32	-1,694,200.00
Division: 311 - Campus Facilities							
Expense	589,850.00	642,033.48	634,100.00	695,436.09	736,800.00	539,878.00	827,500.00
611100 - Full Time Employee - Regular	177,800.00	181,639.82	195,800.00	192,594.68	206,400.00	141,064.66	217,300.00
611105 - Part-time Permanent -Regular	24,500.00	20,690.38	25,300.00	16,980.88	28,400.00	11,149.24	22,600.00
611200 - Full Time Employee - Overtime	0.00	3,540.62	0.00	7,178.87	0.00	5,500.23	8,000.00
612100 - Medicare Contribution	2,900.00	2,838.25	3,000.00	2,988.53	3,300.00	2,176.76	3,500.00
612110 - PERA Contribution	15,100.00	15,380.11	16,200.00	16,098.68	17,600.00	11,826.76	18,600.00
612120 - Social Security Contribution	12,200.00	12,135.29	12,900.00	12,777.72	14,100.00	9,307.17	14,900.00
612140 - Health Insurance	30,200.00	30,539.92	33,800.00	31,080.72	30,900.00	21,571.54	31,000.00
612150 - Dental Insurance	800.00	707.33	800.00	688.41	700.00	507.69	700.00
612160 - Life Insurance	100.00	88.54	100.00	86.73	100.00	59.43	100.00
612170 - Cash Benefit	600.00	636.02	600.00	990.17	1,100.00	726.18	900.00
612180 - Workers' Compensation	3,200.00	6,192.76	6,500.00	5,932.80	6,600.00	3,749.77	8,100.00
612190 - Short Term Disability	600.00	705.12	600.00	688.25	700.00	509.28	800.00
612195 - Long Term Disability	500.00	582.32	500.00	562.41	600.00	416.58	600.00
621100 - Fuels and Lubes	1,500.00	701.93	1,000.00	453.67	1,000.00	239.78	600.00
621110 - Clothing/Laundry Allowance	3,000.00	5,156.26	5,000.00	5,930.97	6,000.00	3,826.35	6,500.00
621120 - Office Supplies	2,000.00	1,565.24	2,000.00	3,183.43	2,500.00	947.84	2,000.00
621130 - Operating Supplies	13,500.00	19,031.90	16,500.00	21,675.44	19,000.00	16,543.02	24,000.00
621140 - Supplies for Repair & Maintenance	20,000.00	9,041.91	17,000.00	9,657.61	12,000.00	19,909.57	24,000.00
621150 - Small Tools and Minor Equipment	2,500.00	1,586.65	2,500.00	2,505.34	2,500.00	86.45	2,500.00
621160 - Work Order Transfer - Parts	400.00	334.06	400.00	536.95	400.00	24.23	400.00
631100 - Professional Services	0.00	1,640.00	0.00	4,844.16	0.00	68.00	0.00
631130 - Insurance - Non-personnel	500.00	500.04	700.00	699.96	700.00	524.97	700.00
632100 - Dues & Subscription , Permit renewals	3,000.00	5,458.10	2,200.00	1,001.25	5,000.00	1,308.65	2,000.00
632110 - Transportation	200.00	198.10	200.00	569.48	200.00	0.00	200.00
632120 - Conferences and School	2,000.00	344.50	2,000.00	753.17	2,000.00	849.00	2,000.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
633120 - Communication (phones, postage, etc)	2,000.00	1,047.66	2,000.00	1,227.42	2,000.00	988.52	2,000.00
634100 - Utility Services	145,000.00	144,340.01	140,000.00	184,174.75	175,000.00	97,075.07	185,500.00
635100 - Services Contracted, Non-professional	123,750.00	172,590.48	133,500.00	161,865.09	170,000.00	160,718.13	220,000.00
635110 - Rentals	0.00	2,200.00	0.00	203.39	0.00	0.00	0.00
635130 - Hardware & Software Support	2,000.00	0.00	13,000.00	6,960.00	28,000.00	16,927.97	28,000.00
638140 - Miscellaneous Expenses	0.00	75.00	0.00	0.00	0.00	10,730.00	0.00
638180 - Pmts to Other Agencies	0.00	545.16	0.00	545.16	0.00	545.16	0.00
Division: 311 - Campus Facilities Total:	589,850.00	642,033.48	634,100.00	695,436.09	736,800.00	539,878.00	827,500.00
Division: 314 - Engineering							
Revenue	403,600.00	449,661.98	435,000.00	448,372.17	426,000.00	303,739.04	425,000.00
435600 - Load Limit Waiver	200.00	75.00	200.00	100.00	100.00	0.00	0.00
435700 - Excavation/Right of Way/Erosion Control Permit	31,800.00	17,240.50	23,800.00	39,134.25	30,900.00	18,751.25	20,000.00
435900 - All Other Permits	200.00	0.00	900.00	0.00	0.00	0.00	0.00
451210 - Administrative Charges	0.00	40,983.52	0.00	0.00	0.00	0.00	0.00
455100 - Public Works Construction (Specs/Plans, non-curb c	1,400.00	0.00	400.00	0.00	0.00	0.00	0.00
455130 - Antenna Rental Fee	370,000.00	391,362.96	409,700.00	281,051.75	395,000.00	284,987.79	405,000.00
471199 - Antenna Lease Interest	0.00	0.00	0.00	128,086.17	0.00	0.00	0.00
Expense	365,800.00	399,920.63	443,700.00	413,548.54	500,900.00	312,371.51	511,200.00
611100 - Full Time Employee - Regular	171,900.00	172,187.03	248,600.00	198,992.26	267,400.00	182,528.53	332,300.00
611110 - Temporary Employee - Regular	9,400.00	12,050.66	9,400.00	7,098.63	9,700.00	7,975.44	10,100.00
611200 - Full Time Employee - Overtime	5,400.00	4,029.81	5,400.00	3,310.10	5,600.00	5,719.54	5,600.00
611210 - Temporary/Part-time Employee - Overtime	0.00	23.55	0.00	0.00	0.00	113.60	5,000.00
611300 - Employee Leave	0.00	1,490.61	0.00	-14,637.44	0.00	0.00	0.00
612100 - Medicare Contribution	2,800.00	2,842.66	2,900.00	2,698.96	3,900.00	2,654.51	4,800.00
612110 - PERA Contribution	13,900.00	13,810.19	14,300.00	13,599.65	17,400.00	12,020.39	18,500.00
612120 - Social Security Contribution	12,100.00	12,154.13	12,400.00	11,539.91	16,800.00	11,350.22	20,600.00
612140 - Health Insurance	25,000.00	22,043.94	24,500.00	38,351.19	55,900.00	39,351.09	56,100.00
612150 - Dental Insurance	400.00	343.69	400.00	627.17	900.00	646.31	900.00
612160 - Life Insurance	100.00	77.28	100.00	85.26	100.00	72.16	100.00
612170 - Cash Benefit	14,000.00	14,071.03	14,000.00	4,187.45	500.00	356.40	500.00
612180 - Workers' Compensation	1,000.00	900.58	1,100.00	774.65	700.00	651.35	1,400.00
612190 - Short Term Disability	600.00	730.05	700.00	790.96	1,000.00	680.17	1,000.00
612195 - Long Term Disability	500.00	590.08	500.00	638.14	800.00	566.42	900.00
613125 - Miscellaneous Pay	0.00	50.00	0.00	75.00	0.00	0.00	0.00
621100 - Fuels and Lubes	2,000.00	1,009.39	1,500.00	1,048.56	2,300.00	951.75	1,500.00
621110 - Clothing/Laundry Allowance	600.00	158.38	600.00	1,309.79	900.00	750.34	1,300.00
621120 - Office Supplies	1,500.00	1,036.73	1,500.00	449.22	1,200.00	322.77	1,000.00
621130 - Operating Supplies	2,500.00	142.37	2,000.00	583.96	1,000.00	287.68	1,000.00
621140 - Supplies for Repair & Maintenance	0.00	114.21	0.00	0.00	0.00	200.22	0.00
621150 - Small Tools and Minor Equipment	2,800.00	711.02	2,800.00	2,977.22	2,800.00	0.00	2,800.00
621160 - Work Order Transfer - Parts	1,500.00	669.25	1,500.00	1,967.58	1,000.00	256.46	600.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
631100 - Professional Services	14,900.00	56,057.04	22,500.00	31,145.47	26,500.00	3,150.00	5,000.00
631130 - Insurance - Non-personnel	1,000.00	999.96	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	500.00	1,483.76	500.00	2,204.51	1,500.00	1,706.63	3,000.00
632110 - Transportation	1,000.00	34.16	1,000.00	0.00	1,000.00	533.34	1,200.00
632120 - Conferences and School	4,000.00	1,420.00	4,000.00	14,934.90	4,000.00	4,519.91	8,000.00
633100 - Advertising	0.00	0.00	0.00	486.72	0.00	0.00	0.00
633110 - Printing & Binding	900.00	22.29	500.00	109.85	500.00	0.00	500.00
633120 - Communication (phones, postage, etc)	7,500.00	7,373.08	7,500.00	7,487.85	9,000.00	3,638.13	9,000.00
635100 - Services Contracted, Non-professional	38,000.00	25.61	18,000.00	12,250.00	13,000.00	3,707.46	8,000.00
635130 - Hardware & Software Support	30,000.00	71,268.09	45,000.00	67,960.98	55,000.00	27,285.66	10,000.00
Division: 314 - Engineering Surplus (Deficit):	37,800.00	49,741.35	-8,700.00	34,823.63	-74,900.00	-8,632.47	-86,200.00
Division: 315 - Forestry							
Revenue	0.00	0.00	50,000.00	49,860.00	0.00	5,540.00	0.00
441100 - Federal Grants	0.00	0.00	0.00	49,860.00	0.00	0.00	0.00
443400 - All Other State Grants	0.00	0.00	50,000.00	0.00	0.00	5,540.00	0.00
Expense	67,900.00	94,551.16	119,900.00	125,727.35	81,900.00	45,303.49	84,900.00
621100 - Fuels and Lubes	200.00	0.00	200.00	0.00	200.00	0.00	200.00
621130 - Operating Supplies	4,000.00	7,356.00	4,000.00	9,005.00	6,000.00	497.61	6,500.00
621140 - Supplies for Repair & Maintenance	5,000.00	7,190.82	5,000.00	6,604.90	5,000.00	134.02	5,500.00
621150 - Small Tools and Minor Equipment	6,900.00	0.00	6,900.00	0.00	6,900.00	0.00	6,900.00
632120 - Conferences and School	500.00	0.00	500.00	0.00	500.00	0.00	500.00
633100 - Advertising	300.00	0.00	300.00	0.00	300.00	0.00	300.00
635100 - Services Contracted, Non-professional	51,000.00	79,545.40	103,000.00	110,117.45	63,000.00	44,671.86	65,000.00
635110 - Rentals	0.00	458.94	0.00	0.00	0.00	0.00	0.00
Division: 315 - Forestry Surplus (Deficit):	-67,900.00	-94,551.16	-69,900.00	-75,867.35	-81,900.00	-39,763.49	-84,900.00
Division: 316 - Parks							
Revenue	1,000.00	6,349.93	1,500.00	7,892.00	1,900.00	5,983.60	3,900.00
443400 - All Other State Grants	0.00	4,214.93	0.00	0.00	0.00	0.00	0.00
445200 - Watershed District Grants	0.00	0.00	0.00	1,492.00	0.00	0.00	0.00
455110 - Public Works Maintenance	500.00	2,135.00	1,500.00	3,900.00	1,900.00	5,983.60	3,900.00
473100 - General Contributions & Donations	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00
474100 - Insurance Reimbursement	500.00	0.00	0.00	0.00	0.00	0.00	0.00
Expense	955,380.00	930,282.49	985,500.00	963,395.83	1,089,600.00	732,228.76	1,157,300.00
611100 - Full Time Employee - Regular	392,300.00	385,920.58	419,600.00	418,492.77	479,500.00	323,218.42	520,600.00
611110 - Temporary Employee - Regular	142,100.00	127,157.91	142,100.00	116,460.22	142,100.00	105,000.37	147,000.00
611200 - Full Time Employee - Overtime	26,600.00	19,133.06	26,600.00	23,875.85	27,500.00	21,366.28	27,500.00
611210 - Temporary/Part-time Employee - Overtime	0.00	493.82	0.00	2,972.13	0.00	2,132.52	3,000.00
611300 - Employee Leave	0.00	10,953.47	0.00	2,501.86	0.00	0.00	0.00
612100 - Medicare Contribution	8,200.00	7,758.40	8,200.00	7,985.85	9,400.00	6,314.41	9,900.00
612110 - PERA Contribution	31,300.00	30,398.67	32,100.00	32,482.68	37,700.00	25,611.41	40,900.00
612120 - Social Security Contribution	34,900.00	33,171.39	35,200.00	34,146.62	39,500.00	26,998.99	42,300.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
612140 - Health Insurance	51,500.00	51,710.12	64,100.00	54,012.89	78,400.00	50,233.94	85,300.00
612150 - Dental Insurance	1,300.00	1,184.00	1,500.00	1,086.92	1,500.00	1,005.32	1,700.00
612160 - Life Insurance	200.00	202.18	200.00	197.48	200.00	143.58	200.00
612170 - Cash Benefit	9,800.00	9,882.73	9,800.00	12,291.78	15,900.00	5,928.00	5,300.00
612180 - Workers' Compensation	17,900.00	16,068.50	19,000.00	22,356.03	21,600.00	12,779.71	27,500.00
612190 - Short Term Disability	1,400.00	1,618.09	1,500.00	1,587.45	1,700.00	1,240.88	2,000.00
612195 - Long Term Disability	1,200.00	1,306.85	1,200.00	1,274.08	1,300.00	995.03	1,600.00
613125 - Miscellaneous Pay	0.00	200.00	0.00	100.00	0.00	50.00	0.00
613130 - Unemployment Compensation	0.00	4,276.24	0.00	0.00	0.00	369.90	0.00
621100 - Fuels and Lubes	24,000.00	22,746.75	24,000.00	29,574.77	29,000.00	21,706.94	26,000.00
621110 - Clothing/Laundry Allowance	4,000.00	2,711.24	3,500.00	8,125.97	6,000.00	5,057.09	7,000.00
621120 - Office Supplies	100.00	0.00	100.00	0.00	100.00	0.00	100.00
621130 - Operating Supplies	2,000.00	20,113.31	5,000.00	12,300.50	10,000.00	2,779.47	10,000.00
621140 - Supplies for Repair & Maintenance	48,000.00	44,189.58	45,000.00	29,979.97	40,000.00	31,930.37	40,000.00
621150 - Small Tools and Minor Equipment	11,500.00	3,618.55	10,000.00	3,645.77	10,000.00	993.43	8,000.00
621160 - Work Order Transfer - Parts	15,000.00	15,487.48	13,000.00	22,142.64	11,000.00	18,552.04	16,000.00
631100 - Professional Services	3,000.00	281.00	3,000.00	1,850.00	3,000.00	851.00	3,000.00
631130 - Insurance - Non-personnel	31,700.00	31,700.04	25,900.00	27,009.66	25,700.00	19,275.03	19,200.00
632100 - Dues & Subscription , Permit renewals	2,480.00	941.41	2,000.00	1,009.05	1,000.00	784.21	1,000.00
632110 - Transportation	200.00	0.00	200.00	0.00	200.00	0.00	200.00
632120 - Conferences and School	4,000.00	3,939.83	4,000.00	2,633.91	4,000.00	5,020.00	4,500.00
633100 - Advertising	200.00	44.54	200.00	51.84	200.00	0.00	200.00
633110 - Printing & Binding	100.00	166.64	100.00	0.00	100.00	0.00	100.00
633120 - Communication (phones, postage, etc)	3,200.00	3,583.78	3,200.00	3,987.76	3,200.00	2,003.22	4,200.00
634100 - Utility Services	31,000.00	32,403.16	31,000.00	38,525.20	40,000.00	16,211.74	58,000.00
635100 - Services Contracted, Non-professional	42,000.00	30,418.69	40,000.00	35,577.08	35,000.00	15,267.96	35,000.00
635110 - Rentals	14,000.00	15,735.88	14,000.00	14,392.50	14,000.00	7,729.30	10,000.00
638180 - Pmts to Other Agencies	200.00	764.60	200.00	764.60	800.00	678.20	0.00
Division: 316 - Parks Surplus (Deficit):	-954,380.00	-923,932.56	-984,000.00	-955,503.83	-1,087,700.00	-726,245.16	-1,153,400.00
Division: 317 - Lighting							
Expense	228,800.00	202,555.32	224,500.00	221,936.26	275,200.00	123,474.40	277,100.00
611100 - Full Time Employee - Regular	12,500.00	12,530.48	12,900.00	13,039.98	13,700.00	9,402.40	14,100.00
611200 - Full Time Employee - Overtime	300.00	90.28	300.00	75.06	300.00	79.44	300.00
612100 - Medicare Contribution	200.00	184.36	200.00	190.83	200.00	137.64	200.00
612110 - PERA Contribution	1,000.00	946.28	1,000.00	984.01	1,100.00	711.11	1,100.00
612120 - Social Security Contribution	800.00	789.22	800.00	816.29	900.00	587.37	900.00
612140 - Health Insurance	1,200.00	1,211.99	1,400.00	1,341.28	1,400.00	1,024.82	1,500.00
612150 - Dental Insurance	0.00	30.08	0.00	29.85	100.00	21.17	0.00
612160 - Life Insurance	0.00	5.00	0.00	4.99	100.00	3.38	0.00
612170 - Cash Benefit	300.00	287.10	300.00	286.00	300.00	198.00	300.00
612180 - Workers' Compensation	1,000.00	570.65	1,100.00	519.61	600.00	308.27	700.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
612190 - Short Term Disability	0.00	48.48	0.00	46.66	0.00	32.26	0.00
612195 - Long Term Disability	0.00	41.09	0.00	39.13	0.00	27.00	0.00
621140 - Supplies for Repair & Maintenance	6,500.00	532.06	6,500.00	1,670.00	6,500.00	812.00	3,000.00
634100 - Utility Services	175,000.00	176,942.33	170,000.00	196,455.42	220,000.00	108,128.23	222,000.00
635100 - Services Contracted, Non-professional	30,000.00	8,345.92	30,000.00	6,437.15	30,000.00	2,001.31	33,000.00
Division: 317 - Lighting Total:	228,800.00	202,555.32	224,500.00	221,936.26	275,200.00	123,474.40	277,100.00
Division: 318 - Streets							
Revenue	348,600.00	424,755.00	446,600.00	487,407.00	448,200.00	430,999.40	513,300.00
443310 - Municipal State Aid For Streets - Maintenance	348,500.00	424,755.00	446,500.00	484,832.00	448,200.00	423,869.40	513,300.00
455110 - Public Works Maintenance	100.00	0.00	100.00	2,400.00	0.00	7,130.00	0.00
475120 - Restitution Payments	0.00	0.00	0.00	175.00	0.00	0.00	0.00
Expense	1,423,490.00	1,392,253.52	1,439,300.00	1,413,162.05	1,516,200.00	946,676.05	1,603,300.00
611100 - Full Time Employee - Regular	587,800.00	593,202.74	595,200.00	588,187.91	644,100.00	440,159.28	690,500.00
611110 - Temporary Employee - Regular	16,000.00	17,486.15	16,000.00	14,969.09	16,000.00	27,697.71	24,000.00
611200 - Full Time Employee - Overtime	20,000.00	22,438.54	20,000.00	29,182.46	20,600.00	28,896.68	28,000.00
611300 - Employee Leave	0.00	-7,968.20	0.00	4,335.40	0.00	0.00	0.00
612100 - Medicare Contribution	8,900.00	8,893.95	9,000.00	9,178.56	9,900.00	7,161.79	10,800.00
612110 - PERA Contribution	45,500.00	44,803.26	46,100.00	45,696.90	49,400.00	34,211.02	53,500.00
612120 - Social Security Contribution	38,300.00	38,026.37	38,400.00	39,242.19	40,900.00	30,620.93	46,300.00
612140 - Health Insurance	94,400.00	96,637.00	99,800.00	81,329.12	86,900.00	56,983.98	76,700.00
612150 - Dental Insurance	1,900.00	1,527.07	1,600.00	988.41	1,000.00	812.35	1,000.00
612160 - Life Insurance	300.00	301.81	300.00	294.09	300.00	195.73	300.00
612170 - Cash Benefit	12,000.00	7,394.45	7,200.00	15,251.34	16,500.00	12,705.45	23,100.00
612180 - Workers' Compensation	31,000.00	29,283.63	34,100.00	26,354.87	27,800.00	16,373.04	35,200.00
612190 - Short Term Disability	2,100.00	2,401.18	1,900.00	2,269.60	2,300.00	1,640.83	2,500.00
612195 - Long Term Disability	1,800.00	1,932.20	1,500.00	1,815.38	1,800.00	1,313.30	2,000.00
613125 - Miscellaneous Pay	0.00	100.00	0.00	75.00	0.00	25.00	0.00
621100 - Fuels and Lubes	47,000.00	34,438.49	45,000.00	44,341.98	50,000.00	43,186.10	52,000.00
621110 - Clothing/Laundry Allowance	6,440.00	7,868.13	6,400.00	8,409.30	7,500.00	4,957.29	7,500.00
621120 - Office Supplies	500.00	210.75	500.00	0.00	500.00	0.00	500.00
621130 - Operating Supplies	2,500.00	5,083.44	2,500.00	1,141.06	7,000.00	640.00	5,000.00
621140 - Supplies for Repair & Maintenance	132,000.00	129,847.45	136,000.00	176,455.15	141,000.00	76,305.76	145,000.00
621150 - Small Tools and Minor Equipment	11,500.00	1,069.42	11,500.00	3,147.23	11,500.00	975.22	10,000.00
621160 - Work Order Transfer - Parts	30,000.00	28,383.77	27,000.00	57,390.90	27,000.00	43,881.26	32,000.00
631100 - Professional Services	500.00	4,757.71	500.00	1,094.00	2,000.00	1,322.00	2,000.00
631130 - Insurance - Non-personnel	8,300.00	8,300.04	9,100.00	9,099.96	6,000.00	4,500.00	4,700.00
632100 - Dues & Subscription , Permit renewals	700.00	409.10	900.00	462.50	900.00	642.30	900.00
632110 - Transportation	100.00	0.00	100.00	0.00	100.00	0.00	100.00
632120 - Conferences and School	3,000.00	2,369.55	3,000.00	1,462.13	3,500.00	4,905.00	4,000.00
633110 - Printing & Binding	250.00	261.14	200.00	0.00	200.00	0.00	200.00
633120 - Communication (phones, postage, etc)	7,000.00	5,488.56	7,000.00	7,845.17	7,000.00	4,136.33	7,000.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
635100 - Services Contracted, Non-professional	311,200.00	299,847.97	316,000.00	235,548.30	332,000.00	99,450.20	335,000.00
635110 - Rentals	1,500.00	5,682.05	1,500.00	5,348.55	1,500.00	0.00	1,500.00
635130 - Hardware & Software Support	1,000.00	1,775.80	1,000.00	2,245.50	1,000.00	2,977.50	2,000.00
Division: 318 - Streets Surplus (Deficit):	-1,074,890.00	-967,498.52	-992,700.00	-925,755.05	-1,068,000.00	-515,676.65	-1,090,000.00
Division: 319 - Fleet Services: Garage/Shop							
Revenue	3,200.00	867.55	1,100.00	867.30	600.00	613.34	600.00
474110 - Other Reimbursements	2,000.00	867.55	600.00	867.30	600.00	613.34	600.00
475300 - Sale of Miscellaneous Property	1,200.00	0.00	500.00	0.00	0.00	0.00	0.00
Expense	415,650.00	383,156.12	441,500.00	441,703.66	470,100.00	318,196.91	493,400.00
611100 - Full Time Employee - Regular	274,400.00	273,484.95	299,800.00	297,168.31	308,000.00	209,906.19	326,100.00
611200 - Full Time Employee - Overtime	4,100.00	2,687.13	4,100.00	4,252.02	4,300.00	6,282.54	6,000.00
611300 - Employee Leave	0.00	-6,187.08	0.00	1,711.62	0.00	0.00	0.00
612100 - Medicare Contribution	4,000.00	3,823.01	4,300.00	4,269.06	4,300.00	3,024.18	4,700.00
612110 - PERA Contribution	20,900.00	20,695.51	22,800.00	21,361.53	23,400.00	16,205.64	24,900.00
612120 - Social Security Contribution	17,000.00	16,348.10	18,300.00	18,253.91	18,300.00	12,930.78	19,900.00
612140 - Health Insurance	39,300.00	41,402.27	47,800.00	44,352.77	58,200.00	33,135.46	47,600.00
612150 - Dental Insurance	1,200.00	1,117.38	1,300.00	1,106.56	1,200.00	809.95	1,200.00
612160 - Life Insurance	100.00	133.18	100.00	130.06	100.00	90.61	100.00
612170 - Cash Benefit	500.00	220.88	200.00	409.20	600.00	396.00	600.00
612180 - Workers' Compensation	8,100.00	7,312.95	8,900.00	6,604.67	7,300.00	3,948.85	8,500.00
612190 - Short Term Disability	1,000.00	1,163.11	1,000.00	1,074.16	800.00	799.09	1,200.00
612195 - Long Term Disability	800.00	937.00	800.00	862.99	700.00	642.05	1,000.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	100.00	0.00	0.00	0.00
621100 - Fuels and Lubes	1,000.00	209.99	500.00	700.25	500.00	513.79	800.00
621110 - Clothing/Laundry Allowance	3,000.00	2,227.29	2,500.00	4,184.21	3,000.00	2,572.58	4,000.00
621120 - Office Supplies	1,100.00	199.76	500.00	273.03	500.00	261.13	500.00
621130 - Operating Supplies	3,300.00	355.27	2,000.00	291.36	2,000.00	369.63	2,000.00
621140 - Supplies for Repair & Maintenance	7,000.00	5,280.63	4,000.00	10,115.76	6,000.00	7,509.06	6,000.00
621150 - Small Tools and Minor Equipment	6,500.00	1,384.69	9,500.00	11,487.63	9,500.00	5,162.39	10,000.00
621160 - Work Order Transfer - Parts	0.00	1,749.27	0.00	888.40	0.00	733.51	0.00
631100 - Professional Services	300.00	0.00	300.00	895.00	3,000.00	0.00	1,000.00
631130 - Insurance - Non-personnel	700.00	699.96	700.00	699.96	6,000.00	4,500.00	15,000.00
632100 - Dues & Subscription , Permit renewals	1,000.00	457.55	1,000.00	436.25	1,000.00	849.95	1,000.00
632110 - Transportation	200.00	0.00	200.00	0.00	200.00	0.00	200.00
632120 - Conferences and School	2,000.00	160.00	4,000.00	3,411.00	5,000.00	1,710.72	5,000.00
633110 - Printing & Binding	100.00	0.00	100.00	13.85	100.00	0.00	100.00
633120 - Communication (phones, postage, etc)	5,500.00	5,962.14	5,500.00	6,271.99	6,000.00	4,542.31	7,000.00
635100 - Services Contracted, Non-professional	16,450.00	2,321.19	12,000.00	5,162.87	10,000.00	2,132.54	8,000.00
635110 - Rentals	400.00	185.00	400.00	522.50	400.00	1,557.50	1,000.00
635130 - Hardware & Software Support	4,000.00	2,101.00	6,200.00	6,727.00	7,000.00	3,329.00	7,000.00
638140 - Miscellaneous Expenses	3,000.00	3,912.91	3,000.00	3,934.75	3,000.00	3,056.65	4,000.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023

Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
638170 - Work Order Transfer - Labor	-12,000.00	-7,188.92	-21,000.00	-15,969.01	-21,000.00	-8,775.19	-21,000.00
638180 - Pmts to Other Agencies	700.00	0.00	700.00	0.00	700.00	0.00	0.00
Division: 319 - Fleet Services: Garage/Shop Surplus (Deficit):	-412,450.00	-382,288.57	-440,400.00	-440,836.36	-469,500.00	-317,583.57	-492,800.00
Division: 410 - Recreation							
Revenue	113,800.00	115,423.22	167,900.00	146,639.98	158,300.00	128,500.22	170,500.00
459100 - Program Revenue	98,600.00	99,971.74	152,100.00	129,877.07	143,200.00	114,725.22	150,500.00
459230 - Park Equipment & Facilities Rental	10,800.00	10,075.76	13,500.00	13,072.51	10,000.00	10,130.00	16,000.00
473100 - General Contributions & Donations	3,200.00	2,810.00	1,400.00	1,225.00	2,800.00	3,700.00	2,500.00
474110 - Other Reimbursements	100.00	0.00	100.00	0.00	0.00	-55.00	0.00
475900 - Miscellaneous Revenues	1,100.00	2,565.72	800.00	2,465.40	2,300.00	0.00	1,500.00
Expense	855,990.00	664,849.11	850,800.00	735,027.96	889,900.00	591,008.46	941,600.00
611100 - Full Time Employee - Regular	338,000.00	345,989.03	363,300.00	354,234.06	383,500.00	266,799.61	403,000.00
611105 - Part-time Permanent - Regular	0.00	0.00	0.00	13,435.48	26,900.00	18,586.14	28,700.00
611110 - Temporary Employee - Regular	117,000.00	56,971.51	117,000.00	98,563.24	117,000.00	98,571.63	136,300.00
611200 - Full Time Employee - Overtime	0.00	86.04	0.00	0.00	0.00	0.00	0.00
611210 - Temporary/Part-time Employee - Overtime	0.00	427.01	0.00	530.78	0.00	0.00	0.00
611300 - Employee Leave	0.00	5,599.96	0.00	-11,134.14	0.00	0.00	0.00
612100 - Medicare Contribution	6,800.00	5,973.44	7,100.00	6,560.65	7,600.00	5,547.55	8,300.00
612110 - PERA Contribution	25,400.00	25,809.85	27,600.00	27,217.66	27,200.00	21,459.28	32,500.00
612120 - Social Security Contribution	29,900.00	25,542.18	31,000.00	28,052.26	32,000.00	23,720.17	35,400.00
612140 - Health Insurance	9,400.00	32,831.67	34,000.00	40,909.11	65,500.00	32,670.60	46,100.00
612150 - Dental Insurance	300.00	338.75	300.00	525.00	900.00	425.00	600.00
612160 - Life Insurance	200.00	200.68	200.00	158.75	100.00	111.07	200.00
612170 - Cash Benefit	28,600.00	21,652.92	25,700.00	11,607.64	5,700.00	7,921.80	11,400.00
612180 - Workers' Compensation	9,400.00	10,671.38	10,200.00	11,535.99	13,200.00	8,778.91	18,800.00
612190 - Short Term Disability	1,200.00	1,384.18	1,400.00	1,251.93	1,200.00	949.25	1,400.00
612195 - Long Term Disability	1,000.00	1,106.15	1,100.00	1,030.26	1,000.00	799.07	1,200.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	0.00	0.00	37.50	0.00
613130 - Unemployment Compensation	0.00	8,794.24	0.00	0.00	0.00	0.00	0.00
621100 - Fuels and Lubes	1,000.00	297.43	1,000.00	442.83	500.00	400.92	500.00
621110 - Clothing/Laundry Allowance	800.00	183.91	4,000.00	2,604.97	3,000.00	502.95	3,000.00
621120 - Office Supplies	1,600.00	1,028.61	1,300.00	638.46	1,300.00	480.24	1,000.00
621130 - Operating Supplies	126,800.00	16,474.09	76,300.00	22,041.19	42,100.00	12,987.40	25,500.00
621140 - Supplies for Repair & Maintenance	200.00	2,624.68	200.00	40.26	200.00	25.98	200.00
621150 - Small Tools and Minor Equipment	100.00	0.00	100.00	0.00	100.00	0.00	100.00
621160 - Work Order Transfer - Parts	990.00	1,120.17	1,000.00	166.62	1,000.00	49.35	1,000.00
631100 - Professional Services	500.00	5,649.00	500.00	7,928.00	10,500.00	5,050.00	10,500.00
631130 - Insurance - Non-personnel	800.00	800.04	2,700.00	2,700.00	2,700.00	2,025.00	2,400.00
632100 - Dues & Subscription , Permit renewals	7,000.00	3,215.00	6,000.00	3,710.10	4,200.00	3,775.11	5,300.00
632110 - Transportation	10,200.00	823.05	10,200.00	4,317.94	13,500.00	5,893.20	7,000.00
632120 - Conferences and School	4,000.00	4,157.00	4,800.00	3,822.32	5,400.00	2,645.00	5,600.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
633100 - Advertising	600.00	642.26	1,600.00	1,157.18	1,600.00	140.53	1,600.00
633110 - Printing & Binding	15,000.00	18,970.30	16,500.00	14,758.08	16,500.00	12,887.70	20,500.00
633120 - Communication (phones, postage, etc)	13,000.00	13,492.05	10,500.00	8,795.80	10,500.00	6,305.68	10,500.00
635100 - Services Contracted, Non-professional	57,000.00	31,160.53	68,000.00	50,545.32	65,000.00	39,274.38	88,000.00
635110 - Rentals	1,500.00	1,142.00	1,500.00	1,672.72	1,500.00	4,642.44	4,500.00
635130 - Hardware & Software Support	4,500.00	4,500.00	5,500.00	4,500.00	5,500.00	4,725.00	5,500.00
638140 - Miscellaneous Expenses	23,000.00	0.00	0.00	0.00	0.00	0.00	0.00
638180 - Pmts to Other Agencies	20,200.00	15,190.00	20,200.00	20,707.50	23,000.00	2,820.00	25,000.00
Division: 410 - Recreation Surplus (Deficit):	-742,190.00	-549,425.89	-682,900.00	-588,387.98	-731,600.00	-462,508.24	-771,100.00
Division: 511 - Building Inspection							
Revenue	743,900.00	995,276.08	986,000.00	597,416.02	852,600.00	625,736.61	754,200.00
431400 - Contractor	10,300.00	9,205.00	8,600.00	7,770.00	9,200.00	5,705.00	9,200.00
435100 - Building Permits	352,800.00	370,274.94	413,500.00	244,071.99	388,900.00	288,970.90	355,000.00
435110 - Plan Review Fees	130,300.00	169,230.97	198,500.00	117,498.45	175,400.00	155,004.51	160,000.00
435200 - Electrical Permits	58,700.00	67,912.80	66,800.00	62,935.40	61,100.00	73,781.72	65,000.00
435300 - Plumbing Permits	49,600.00	96,814.33	50,000.00	29,998.57	50,000.00	35,365.37	50,000.00
435400 - Heating Permits	85,400.00	213,523.32	102,100.00	58,632.76	101,000.00	66,381.35	90,000.00
453210 - Fire Impact Surcharge Fee	53,600.00	65,294.74	73,600.00	5,420.33	64,900.00	0.00	10,000.00
457100 - License Surcharge for Residential Contractors	3,200.00	3,020.00	1,900.00	110.00	2,100.00	0.00	15,000.00
473100 - General Contributions & Donations	0.00	0.00	0.00	0.00	0.00	500.00	0.00
475800 - Cash Short/Over	0.00	-0.02	0.00	0.02	0.00	0.00	0.00
475900 - Miscellaneous Revenues	0.00	0.00	71,000.00	70,978.50	0.00	27.76	0.00
Expense	449,350.00	446,913.15	554,600.00	516,685.49	496,100.00	334,693.28	514,300.00
611100 - Full Time Employee - Regular	246,000.00	246,529.12	256,400.00	259,855.59	272,700.00	187,387.20	280,900.00
611200 - Full Time Employee - Overtime	4,200.00	0.00	4,200.00	0.00	4,300.00	0.00	0.00
611300 - Employee Leave	0.00	5,749.43	0.00	336.11	0.00	0.00	0.00
612100 - Medicare Contribution	3,600.00	3,536.44	3,600.00	3,640.73	3,900.00	2,617.15	4,000.00
612110 - PERA Contribution	18,800.00	18,489.68	19,300.00	19,032.90	20,800.00	14,054.04	21,100.00
612120 - Social Security Contribution	15,200.00	15,121.11	15,500.00	15,567.37	16,800.00	11,190.94	16,900.00
612140 - Health Insurance	37,400.00	35,054.81	40,900.00	32,704.14	35,800.00	25,370.46	35,800.00
612150 - Dental Insurance	1,000.00	903.75	1,000.00	862.50	900.00	650.00	900.00
612160 - Life Insurance	100.00	104.54	100.00	100.80	100.00	69.12	100.00
612180 - Workers' Compensation	1,200.00	1,029.06	1,300.00	962.91	1,000.00	950.97	2,000.00
612190 - Short Term Disability	900.00	993.84	900.00	907.91	900.00	656.38	1,000.00
612195 - Long Term Disability	800.00	824.68	700.00	762.02	800.00	550.16	800.00
621100 - Fuels and Lubes	1,800.00	1,272.89	1,800.00	1,493.94	1,800.00	1,214.94	1,800.00
621110 - Clothing/Laundry Allowance	1,000.00	226.00	1,000.00	172.00	1,000.00	82.00	500.00
621120 - Office Supplies	400.00	103.83	400.00	67.02	400.00	73.11	400.00
621130 - Operating Supplies	400.00	1,124.49	2,000.00	-179.23	2,000.00	0.00	1,500.00
621150 - Small Tools and Minor Equipment	400.00	0.00	400.00	0.00	400.00	0.00	400.00
621160 - Work Order Transfer - Parts	500.00	371.10	500.00	114.34	500.00	565.82	1,500.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
631100 - Professional Services	4,000.00	1,050.00	1,000.00	0.00	1,000.00	0.00	1,000.00
631130 - Insurance - Non-personnel	2,200.00	2,199.96	2,100.00	2,100.00	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	590.00	30.00	600.00	203.00	600.00	72.50	600.00
632110 - Transportation	700.00	0.00	700.00	0.00	700.00	0.00	700.00
632120 - Conferences and School	2,990.00	2,770.00	4,030.00	845.00	4,030.00	345.00	4,000.00
633100 - Advertising	500.00	0.00	200.00	0.00	200.00	0.00	200.00
633110 - Printing & Binding	500.00	0.00	2,000.00	44.00	500.00	23.74	500.00
633120 - Communication (phones, postage, etc)	3,700.00	2,559.56	3,700.00	2,794.35	3,700.00	1,530.09	3,700.00
635100 - Services Contracted, Non-professional	94,200.00	102,956.77	113,000.00	100,329.59	114,500.00	86,914.63	114,500.00
635130 - Hardware & Software Support	6,270.00	3,912.09	6,270.00	2,990.00	6,270.00	0.00	19,000.00
638180 - Pmts to Other Agencies	0.00	0.00	71,000.00	70,978.50	0.00	0.00	0.00
Division: 511 - Building Inspection Surplus (Deficit):	294,550.00	548,362.93	431,400.00	80,730.53	356,500.00	291,043.33	239,900.00
Division: 512 - Planning-Code Enforcement							
Revenue	106,000.00	216,012.38	251,300.00	305,964.02	286,700.00	127,734.67	289,000.00
421100 - From County - Current	22,300.00	158,425.45	20,000.00	70,281.84	45,000.00	14,428.78	50,000.00
421200 - From County - Delinquent	7,900.00	9,334.45	2,900.00	22,695.68	8,300.00	8,748.98	10,000.00
435900 - All Other Permits	14,900.00	5,950.00	5,900.00	2,610.00	5,900.00	2,604.00	5,900.00
451100 - Sale of Maps, Publications, Videos, Misc.	100.00	0.00	0.00	0.00	0.00	0.00	0.00
451220 - Administrative Charges from Other City Funds & HRA	0.00	0.00	183,000.00	172,341.13	184,000.00	90,981.77	180,000.00
457200 - Zoning and Land Use/Special Use Application Fees	15,400.00	14,950.00	17,600.00	9,700.00	17,600.00	6,538.75	17,600.00
457210 - Community Development Fees	400.00	1,800.00	400.00	1,125.00	400.00	0.00	0.00
457220 - Nuisance Abatement	45,000.00	25,552.48	21,500.00	27,210.37	25,500.00	4,432.39	25,500.00
Expense	698,860.00	621,539.86	945,700.00	862,721.91	942,400.00	642,720.74	964,000.00
611100 - Full Time Employee - Regular	349,900.00	350,052.99	550,200.00	493,829.17	529,400.00	363,556.84	548,100.00
611105 - Part-time Permanent -Regular	55,900.00	22,898.40	36,800.00	38,426.97	42,200.00	28,797.15	44,900.00
611110 - Temporary Employee - Regular	13,800.00	0.00	13,800.00	6,762.03	0.00	1,321.92	10,100.00
611300 - Employee Leave	0.00	4,326.94	0.00	-4,927.35	0.00	0.00	0.00
612100 - Medicare Contribution	5,400.00	5,508.63	6,100.00	7,715.02	8,300.00	5,676.38	8,700.00
612110 - PERA Contribution	30,400.00	27,971.77	31,300.00	39,920.87	42,900.00	29,426.83	44,500.00
612120 - Social Security Contribution	23,000.00	23,241.85	25,600.00	32,494.31	34,500.00	24,271.41	36,800.00
612140 - Health Insurance	30,600.00	30,923.41	34,000.00	57,844.67	62,400.00	44,165.77	62,400.00
612150 - Dental Insurance	600.00	527.45	600.00	525.46	500.00	372.11	500.00
612160 - Life Insurance	100.00	130.81	100.00	164.30	200.00	109.52	200.00
612170 - Cash Benefit	11,400.00	11,486.61	11,400.00	11,442.60	11,400.00	7,921.80	11,400.00
612180 - Workers' Compensation	2,000.00	1,849.73	1,800.00	2,060.48	2,200.00	1,562.14	3,400.00
612190 - Short Term Disability	1,100.00	1,274.88	1,200.00	1,588.38	1,600.00	1,101.27	1,700.00
612195 - Long Term Disability	1,000.00	1,065.00	1,000.00	1,366.40	1,400.00	962.90	1,400.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	25.00	0.00	50.00	0.00
621100 - Fuels and Lubes	590.00	329.79	600.00	259.60	600.00	437.12	600.00
621110 - Clothing/Laundry Allowance	250.00	277.53	200.00	185.00	200.00	0.00	200.00
621120 - Office Supplies	1,920.00	1,682.87	1,900.00	1,793.10	1,900.00	318.16	1,900.00

Budget Worksheet

For Fiscal: 2023 Period Ending: 12/31/2023
Defined Budgets

Account Typ...	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
621130 - Operating Supplies	990.00	486.50	1,000.00	97.58	1,000.00	122.76	1,000.00
621150 - Small Tools and Minor Equipment	500.00	0.00	500.00	0.00	200.00	0.00	200.00
621160 - Work Order Transfer - Parts	1,000.00	176.84	1,000.00	376.11	500.00	43.95	500.00
631100 - Professional Services	11,000.00	6,199.25	11,000.00	9,187.29	21,000.00	3,869.83	40,000.00
631130 - Insurance - Non-personnel	16,700.00	16,700.04	53,800.00	53,799.96	45,500.00	34,125.03	50,100.00
632100 - Dues & Subscription , Permit renewals	1,300.00	1,479.00	1,300.00	1,554.00	1,900.00	826.00	1,900.00
632110 - Transportation	400.00	141.12	400.00	391.43	400.00	0.00	400.00
632120 - Conferences and School	1,900.00	2,021.00	5,000.00	2,297.65	5,000.00	1,795.23	5,000.00
633100 - Advertising	3,030.00	1,738.68	3,000.00	1,560.88	3,000.00	1,002.46	3,000.00
633110 - Printing & Binding	2,620.00	2,086.26	2,600.00	27.21	1,500.00	180.18	1,500.00
633120 - Communication (phones, postage, etc)	3,960.00	3,398.24	4,000.00	4,362.20	4,000.00	2,497.43	4,500.00
635100 - Services Contracted, Non-professional	100,000.00	62,164.27	100,000.00	40,203.13	69,600.00	34,206.55	60,000.00
635110 - Rentals	500.00	0.00	500.00	0.00	100.00	0.00	100.00
635130 - Hardware & Software Support	27,000.00	41,400.00	45,000.00	57,388.46	49,000.00	54,000.00	19,000.00
Division: 512 - Planning-Code Enforcement Surplus (Deficit):	-592,860.00	-405,527.48	-694,400.00	-556,757.89	-655,700.00	-514,986.07	-675,000.00
Division: 514 - Rental Inspections							
Revenue	185,000.00	184,587.00	191,500.00	214,209.13	181,600.00	143,996.00	200,000.00
431200 - Rental Housing Licenses	165,000.00	168,574.00	175,000.00	179,052.00	164,000.00	118,021.00	175,000.00
457300 - Rental Re-Inspection Fees	17,300.00	10,400.00	13,600.00	25,653.13	13,600.00	23,900.00	20,000.00
457310 - Rental Late Fees & Transfers	2,700.00	5,613.00	2,900.00	9,504.00	4,000.00	2,075.00	5,000.00
Expense	229,600.00	226,399.47	245,500.00	232,872.43	255,800.00	174,126.09	288,100.00
611100 - Full Time Employee - Regular	164,500.00	153,822.86	174,800.00	172,662.79	183,300.00	126,032.93	193,700.00
611300 - Employee Leave	0.00	8,566.75	0.00	-1,704.92	0.00	0.00	0.00
612100 - Medicare Contribution	1,300.00	2,285.02	2,400.00	2,322.46	2,600.00	1,699.16	2,700.00
612110 - PERA Contribution	12,300.00	11,536.47	12,900.00	12,949.52	13,700.00	9,452.29	14,500.00
612120 - Social Security Contribution	5,700.00	9,771.40	10,300.00	9,931.90	11,000.00	7,266.20	11,600.00
612140 - Health Insurance	33,800.00	26,128.80	31,000.00	29,297.07	31,400.00	22,250.90	31,400.00
612150 - Dental Insurance	800.00	689.13	900.00	749.69	800.00	531.07	800.00
612160 - Life Insurance	100.00	80.96	100.00	86.27	100.00	57.54	100.00
612180 - Workers' Compensation	900.00	634.94	1,000.00	654.18	700.00	644.70	1,400.00
612190 - Short Term Disability	300.00	594.99	600.00	679.02	700.00	496.33	700.00
612195 - Long Term Disability	300.00	472.84	500.00	537.88	500.00	393.19	600.00
613125 - Miscellaneous Pay	0.00	0.00	0.00	0.00	0.00	50.00	0.00
613130 - Unemployment Compensation	0.00	6,009.50	0.00	0.00	0.00	0.00	0.00
621100 - Fuels and Lubes	500.00	285.92	500.00	149.70	500.00	167.22	500.00
621110 - Clothing/Laundry Allowance	800.00	504.74	800.00	228.93	800.00	201.00	800.00
621120 - Office Supplies	400.00	549.92	400.00	279.91	400.00	198.52	400.00
621130 - Operating Supplies	590.00	509.63	600.00	264.74	600.00	226.81	600.00
621150 - Small Tools and Minor Equipment	100.00	101.84	200.00	0.00	200.00	0.00	200.00
621160 - Work Order Transfer - Parts	400.00	285.37	400.00	16.44	400.00	140.95	400.00
631100 - Professional Services	500.00	339.50	500.00	0.00	500.00	0.00	500.00

Budget Worksheet

Account Typ...	2021	2021	2022	2022	2023	2023	2024
	Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity	2024 Proposed
631130 - Insurance - Non-personnel	600.00	600.00	500.00	500.04	500.00	375.03	500.00
632100 - Dues & Subscription , Permit renewals	300.00	0.00	300.00	246.00	300.00	72.50	300.00
632110 - Transportation	100.00	68.88	100.00	0.00	100.00	0.00	100.00
632120 - Conferences and School	1,000.00	368.12	2,500.00	782.00	2,500.00	1,055.00	2,500.00
633110 - Printing & Binding	500.00	323.63	500.00	0.00	500.00	312.03	500.00
633120 - Communication (phones, postage, etc)	2,520.00	1,062.31	2,500.00	1,200.50	2,500.00	1,212.40	2,500.00
635100 - Services Contracted, Non-professional	1,290.00	805.95	1,200.00	1,038.31	1,200.00	1,290.32	1,800.00
635130 - Hardware & Software Support	0.00	0.00	0.00	0.00	0.00	0.00	19,000.00
Division: 514 - Rental Inspections Surplus (Deficit):	-44,600.00	-41,812.47	-54,000.00	-18,663.30	-74,200.00	-30,130.09	-88,100.00
Fund: 101 - General Fund Surplus (Deficit):	-73,200.00	-2,968,481.78	-22,700.00	122,489.25	0.00	-2,332,622.13	0.00
Report Surplus (Deficit):	-73,200.00	-2,968,481.78	-22,700.00	122,489.25	0.00	-2,332,622.13	0.00

Fund Summary

Fund	Defined Budgets						
	2021 Total Budget	2021 Total Activity	2022 Total Budget	2022 Total Activity	2023 Total Budget	2023 YTD Activity	2024 2024 Proposed
101 - General Fund	-73,200.00	-2,968,481.78	-22,700.00	122,489.25	0.00	-2,332,622.13	0.00
Report Surplus (Deficit):	-73,200.00	-2,968,481.78	-22,700.00	122,489.25	0.00	-2,332,622.13	0.00



AGENDA REPORT

Meeting Date: September 25, 2023

Meeting Type: City Council

Submitted By: Joe Starks, Finance Director/City Treasurer

Paul Bolin, Assistant Executive Director, Housing and Redevelopment Authority

Title

Resolution No. 2023-113, Consenting to the Property Tax Levy for 2023, Collectible in 2024, for the Housing and Redevelopment Authority in and for the City of Fridley

Background

Since 1996, the Housing and Redevelopment Authority in and for the City of Fridley (HRA) has levied a property tax to support its activities, specifically various housing rehabilitation programs. Per Minnesota Statutes § 469.033, the property tax levy for the HRA may not exceed 0.0185% of the estimated market value of all real estate and personal property under its jurisdiction. Historically, the HRA levied the statutory maximum.

For property tax payable in 2024, the HRA proposed the same approach. Based on the estimated market value of \$4,068,533,300, the HRA would levy approximately \$752,679 for 2024, an increase of about \$119,000 compared to 2023.

The HRA Board of Commissioners approved the property tax levy at their September 7, 2023, meeting. Per the abovementioned statute, the City Council (Council) must also consent to the property tax levy as requested. Assuming the Council approves the property tax levy, staff will certify and submit the attached resolution to Anoka County on or before September 30, 2023.

Financial Impact

Based on the proposed property tax levy, staff estimate the property taxes payable in 2024 to be about \$53 for a home with a median assessed value of \$283,100 and \$185 for a commercial property assessed at \$1,000,000.

Recommendation

Staff recommend the approval of Resolution No. 2023-113.

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2023-113

Vision Statement

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

Resolution No. 2023-113**Consenting to the Property Tax Levy for 2023, Collectible in 2024, for the Housing and Redevelopment Authority in and for the City of Fridley**

Be it resolved, by the City Council (Council) of the City of Fridley (City):

Section 1. Recitals.

- 1.01. The Housing and Redevelopment Authority in and for the City of Fridley, Minnesota (Authority) at its regular meeting on September 7, 2023 adopted Resolution No. 2023-13: Adopting a 2023 Tax Levy Collectible in 2024 (Resolution).
- 1.02. The Council must consent to any Authority levy prior to it becoming effective as required by Minnesota Statutes Section 469.033.

Section 2. Consent.

- 2.01. The Council hereby consents to the Authority Resolution and to the final levy of \$752,679 to be levied in 2023 for collection in 2024, as described therein.

Passed and adopted by the City Council of the City of Fridley this 25th day of September, 2023.

Scott J. Lund – Mayor

Attest:

Melissa M. Moore – City Clerk