



City Council Meeting

July 08, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

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

Pledge of Allegiance

Proclamations/Presentations

- [1.](#) Morris Leatherman Presentation on Resident Survey Results

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

- [2.](#) Approve the Minutes from the City Council Meeting of June 24, 2024
- [3.](#) Receive the Minutes from the City Council Conference Meeting of June 24, 2024

New Business

- [4.](#) Resolution No. 2024-91, Appointing Election Judges for the 2024 Election Year
- [5.](#) Resolution No. 2024-93, Approving Change Order No. 3 (Final) for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21
- [6.](#) Resolution No. 2024-94, Approving a First Amendment to Existing Tower Site Lease Agreement with T-Mobile for the Commons Park Tower
- [7.](#) Resolution No. 2024-95, Approving the Interim Ethical Generative Artificial Intelligence Policy

Claims

- [8.](#) Resolution No. 2024-92, Approving Claims for the Period Ending July 3, 2024

Open Forum

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

Regular Agenda

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

New Business

9. Resolution No. 2024-96, Approving Public Art Agreement City of Fridley, Rice Creek Watershed District, and Jessica Turtle

Informal Status Reports**Adjournment**

Accessibility Notice:

- If you need free interpretation or translation assistance, please contact City staff.
- Si necesita ayuda de interpretación o traducción gratis, comuníquese con el personal de la ciudad.
- Yog tias koj xav tau kev pab txhais lus los sis txhais ntaub ntawv dawb, ces thov tiv tauj rau Lub Nroog cov neeg ua hauj lwm.
- Haddii aad u baahan tahay tarjumaad bilaash ah ama kaalmo tarjumaad, fadlan la xiriir shaqaalaha Magaalada.

Upon request, accommodation will be provided to allow individuals with disabilities to participate in any City of Fridley services, programs or activities. Hearing impaired persons who need an interpreter or other persons who require auxiliary aids should contact CityClerk@FridleyMN.gov or (763) 572-3450.



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Olivia Gandke, Communications and Engagement Specialist

Title

Morris Leatherman Presentation on Resident Survey Results

Background

Morris Leatherman conducted a resident survey between March 22 and April 12, 2024. The survey was designed to assess the quality of life in Fridley and measure resident satisfaction with current City services and staff. 400 randomly selected residents were interviewed via telephone.

After the completion of the survey, Morris Leatherman analyzed the results and created a presentation outlining and explaining the information that was gathered. These responses will help give direction to City staff and work as a tool to determine how the City can best serve its residents. Peter Leatherman of Morris Leatherman will present some of the survey data to the City Council and public and is available to answer any questions.

Full presentation and results can be found online at FridleyMN.gov/ResidentSurvey.

Financial Impact

The cost for the 2024 Resident Survey was planned for and was included in the 2024 approved budget.

Recommendation

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

- Morris Leatherman Survey Results

Vision Statement

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

City of Fridley

2024 Residential Study

The Morris Leatherman Company

Survey Methodology

2024 City of Fridley

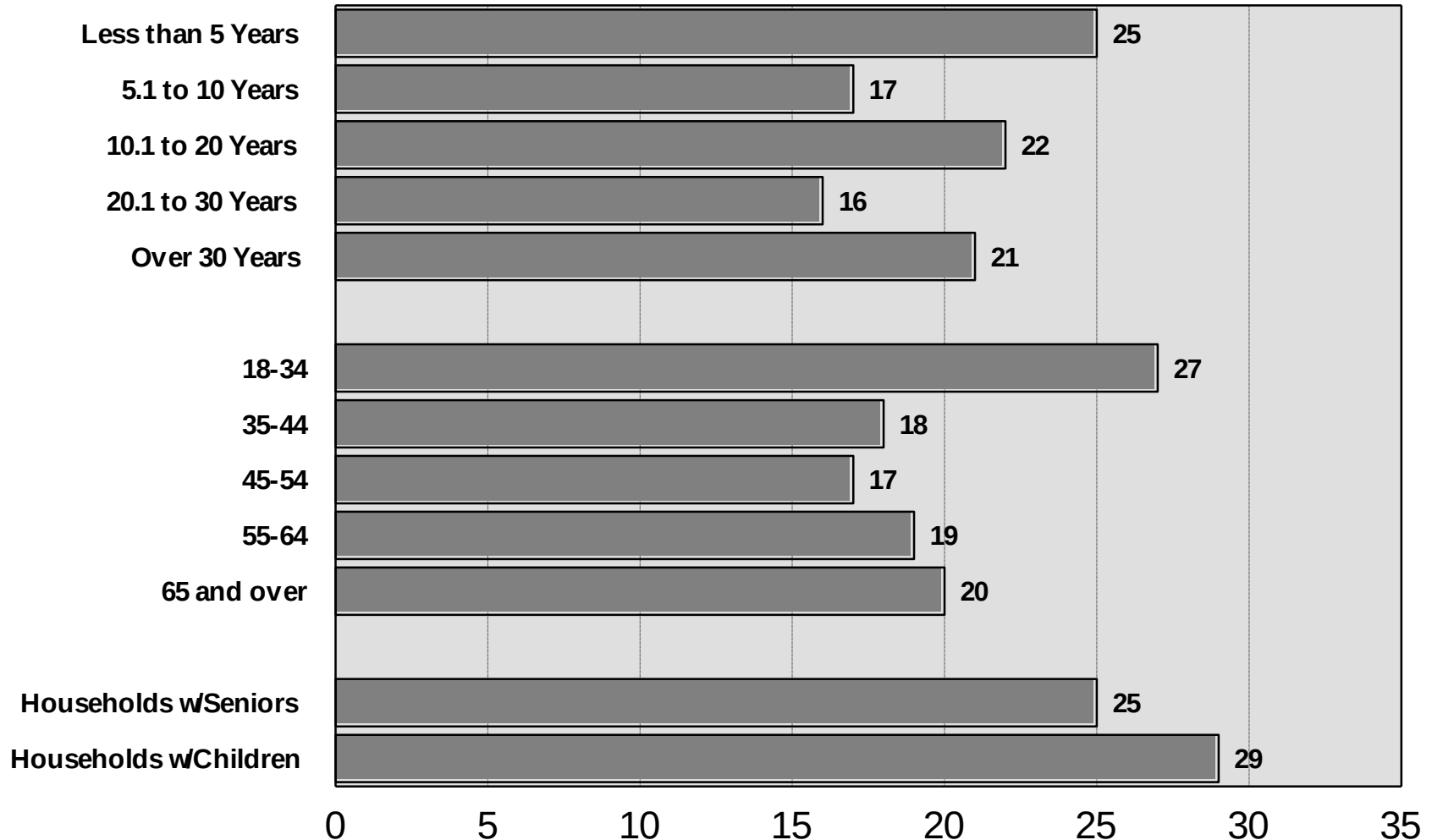
Item 1.

- ④ 400 random sample of City residents
- ④ Telephone interviews conducted between March 22nd to April 12th, 2024
- ④ Average interview time of 22 minutes
- ④ Non-response level of 6.5%
- ④ Results projectable within +/-5.0% in 95 out of 100 cases
- ④ Cell Phone Only Households: 59%
- ④ Landline Only Households: 12%
- ④ Both Cell Phone and Landline: 29%

Demographics I

2024 City of Fridley

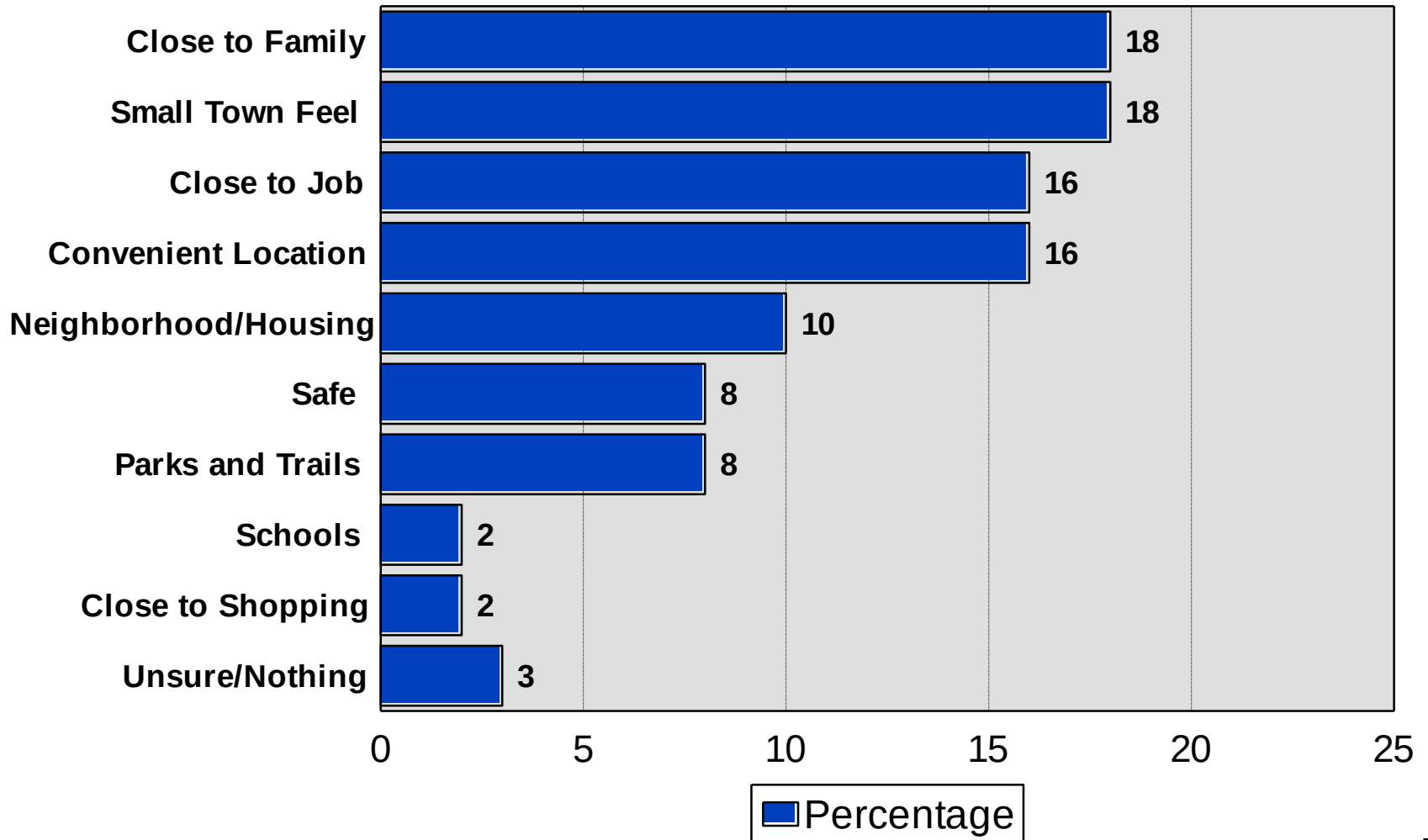
Item 1.



Like Most about City

2024 City of Fridley

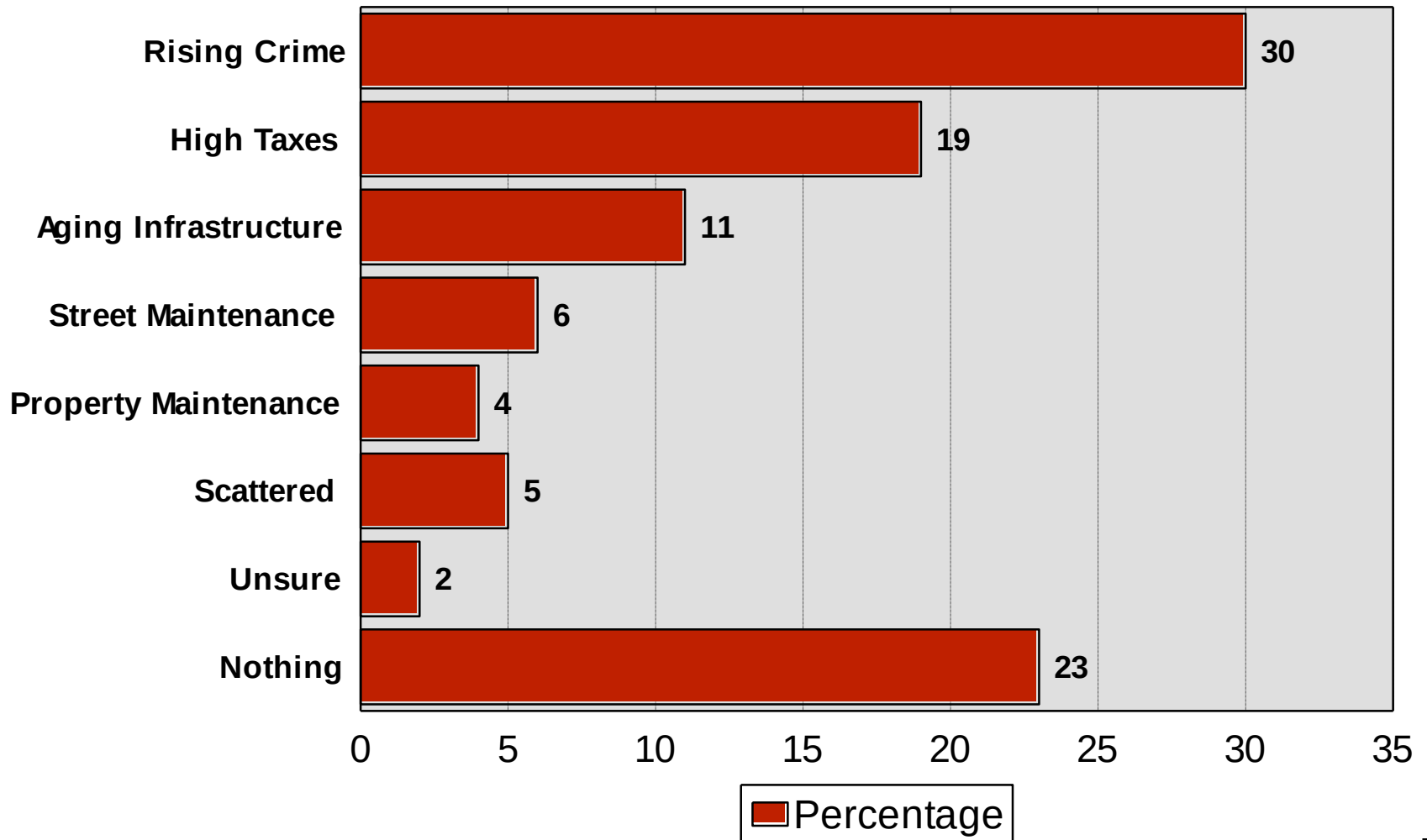
Item 1.



Most Serious Issue

Item 1.

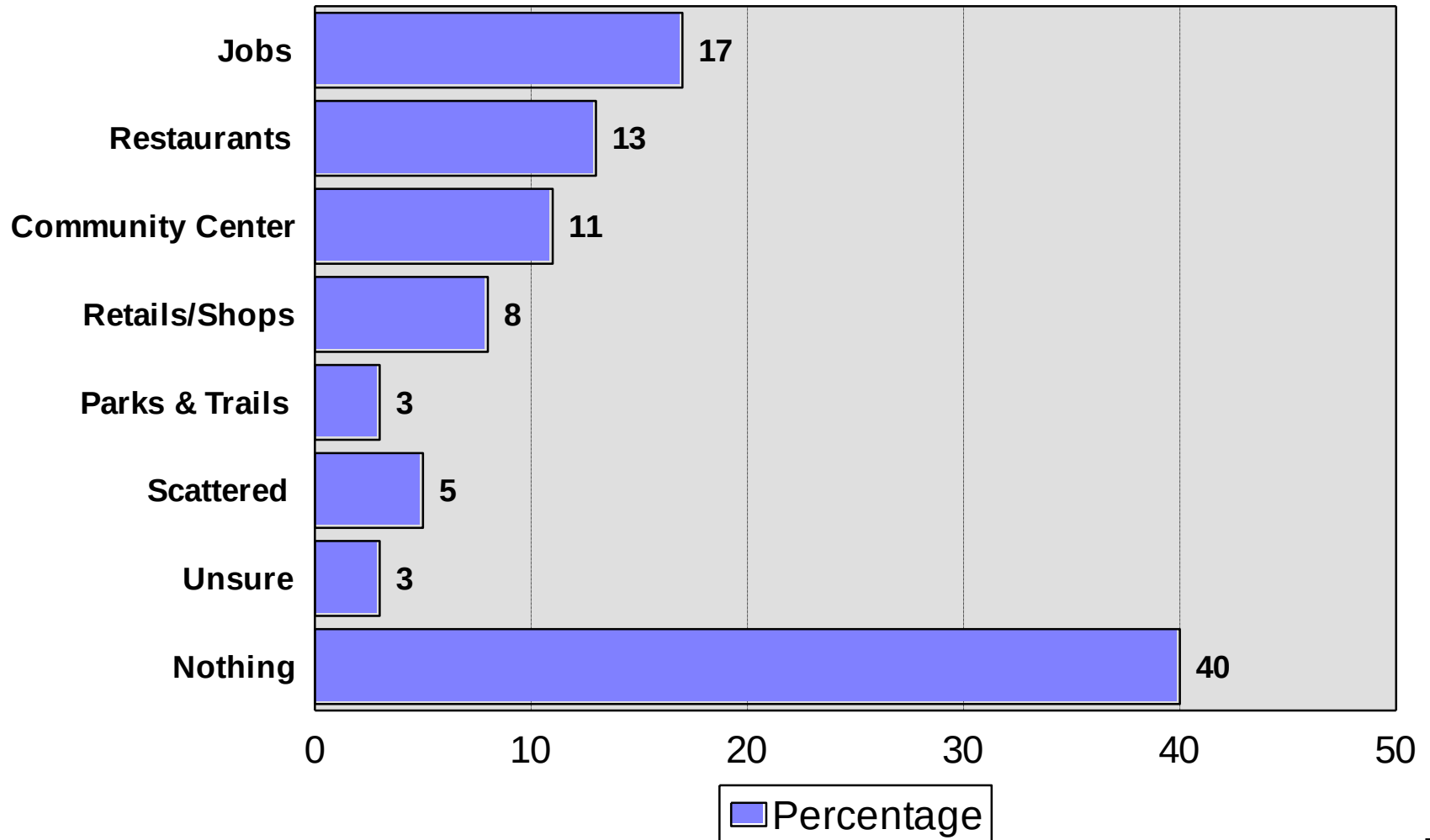
2024 City of Fridley



Missing from City

2024 City of Fridley

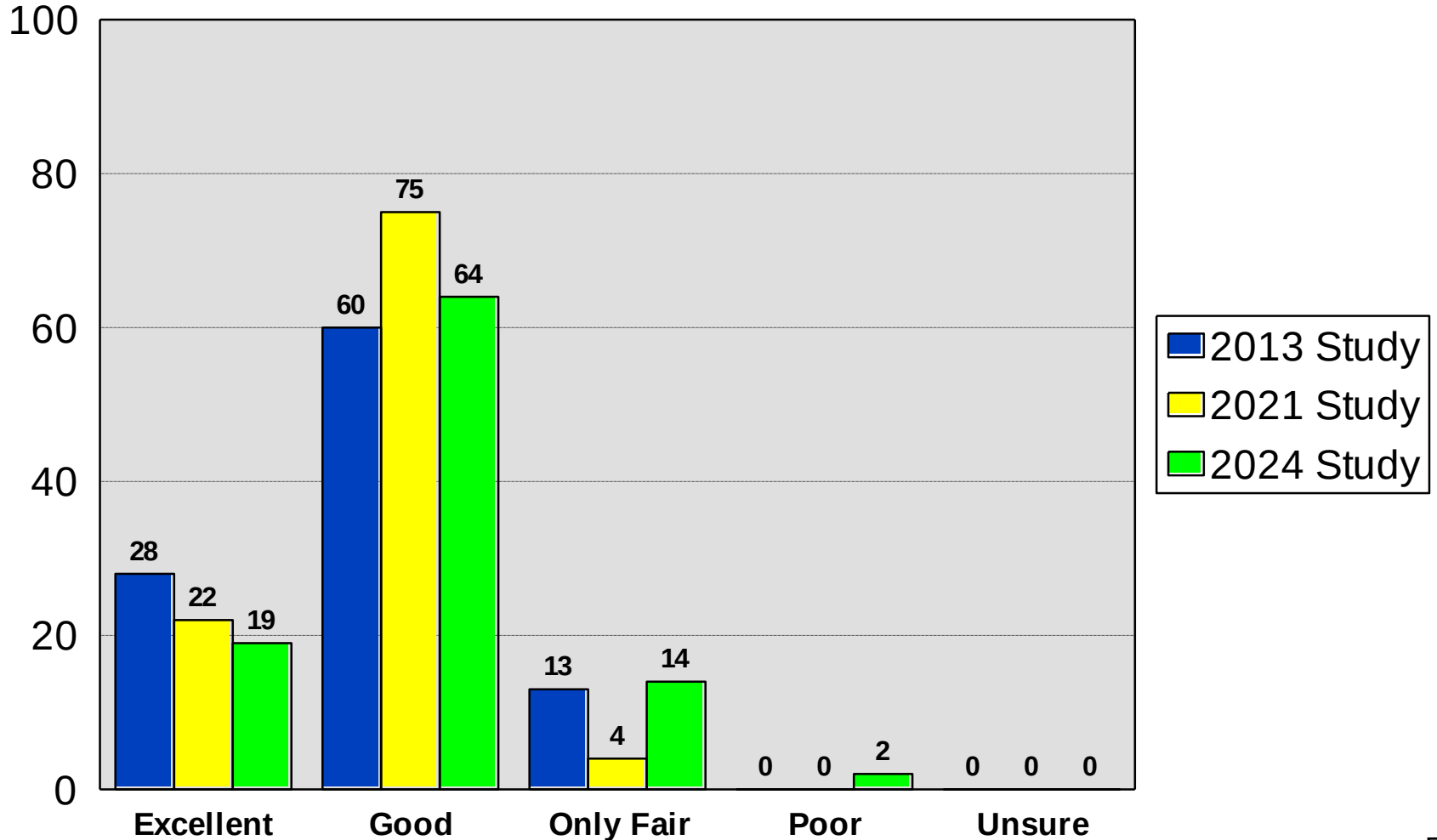
Item 1.



Quality of Life

2024 City of Fridley

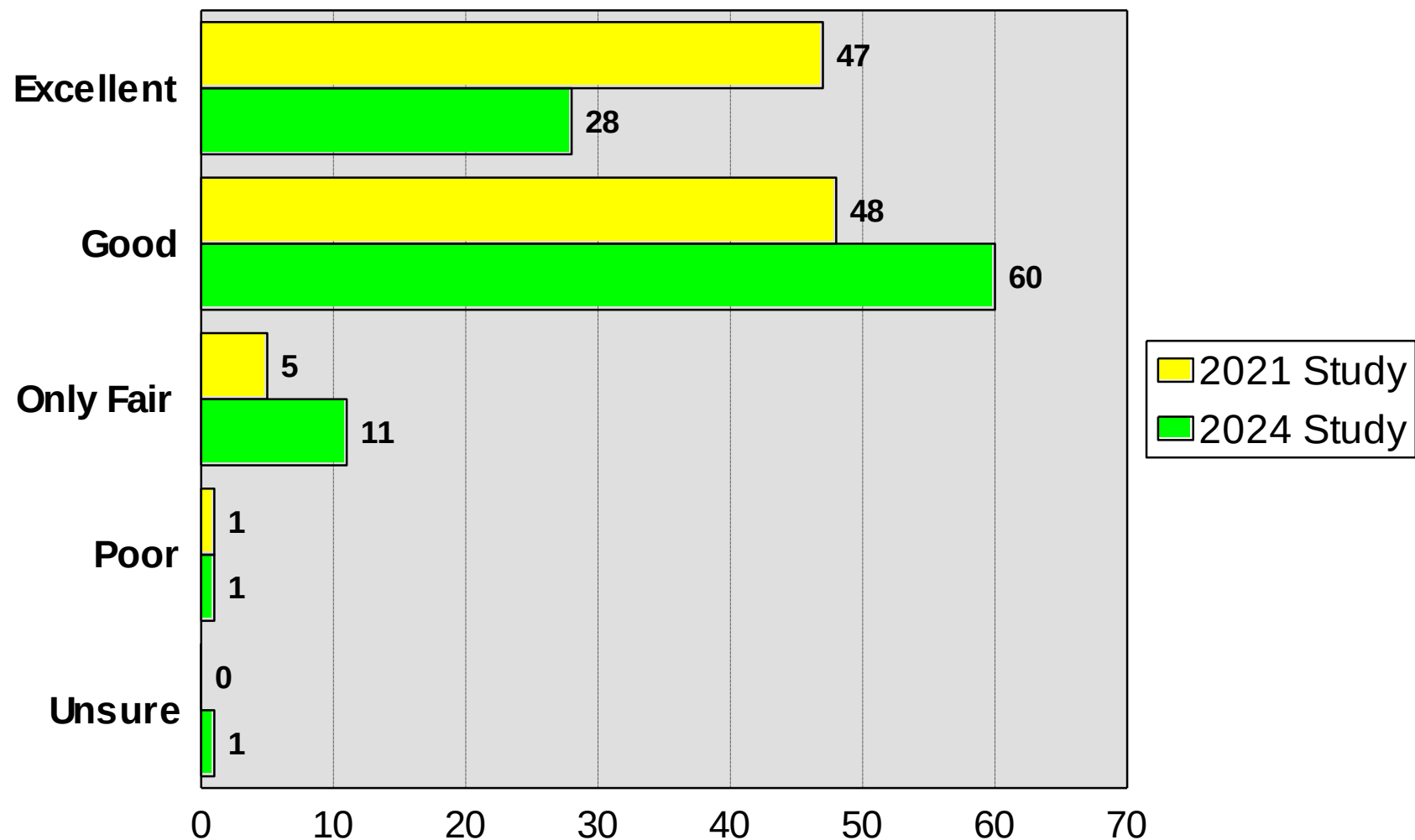
Item 1.



Making all residents feel welcome and that they belong

Item 1.

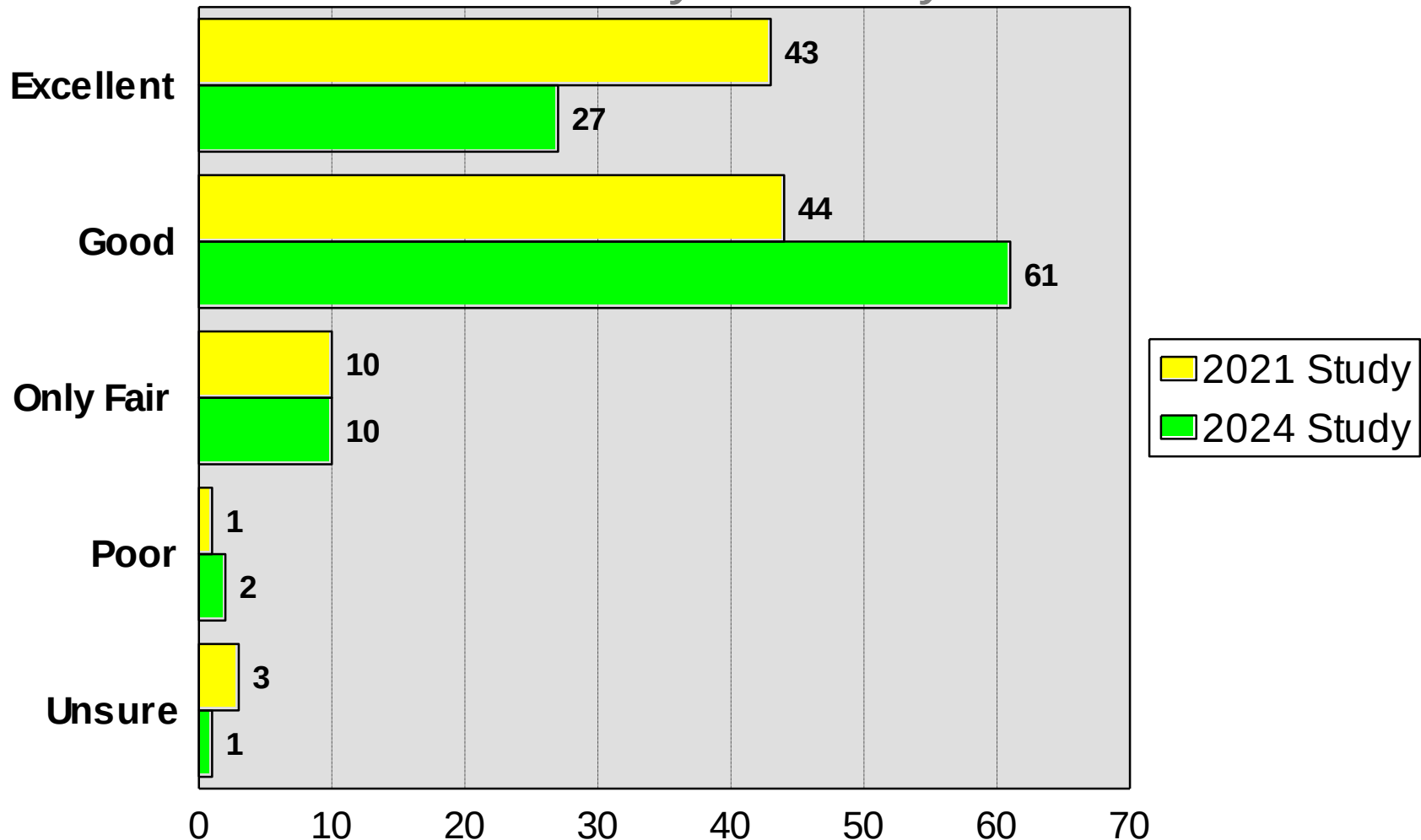
2024 City of Fridley



Openness and acceptance of the community toward people of diverse backgrounds

Item 1.

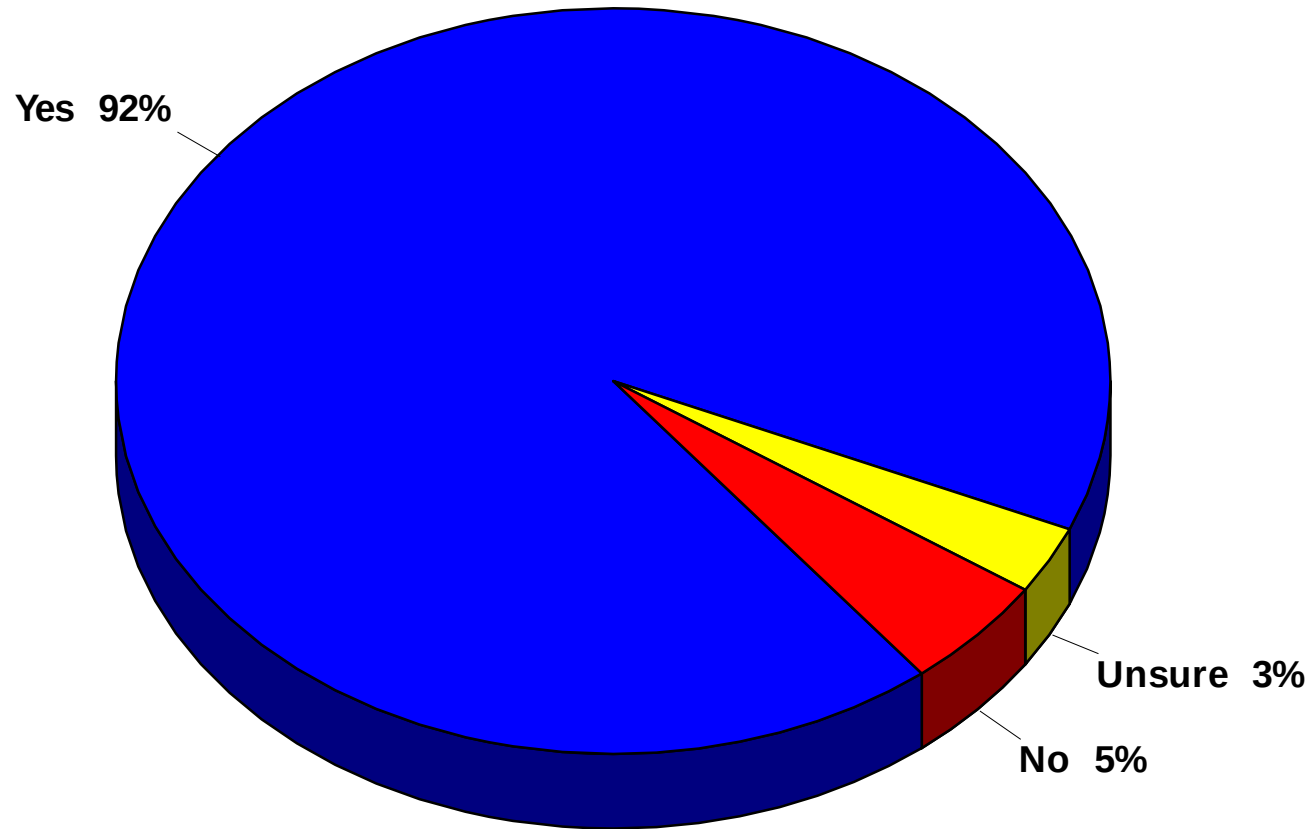
2024 City of Fridley



Recommend living in City of Fridley to Others

Item 1.

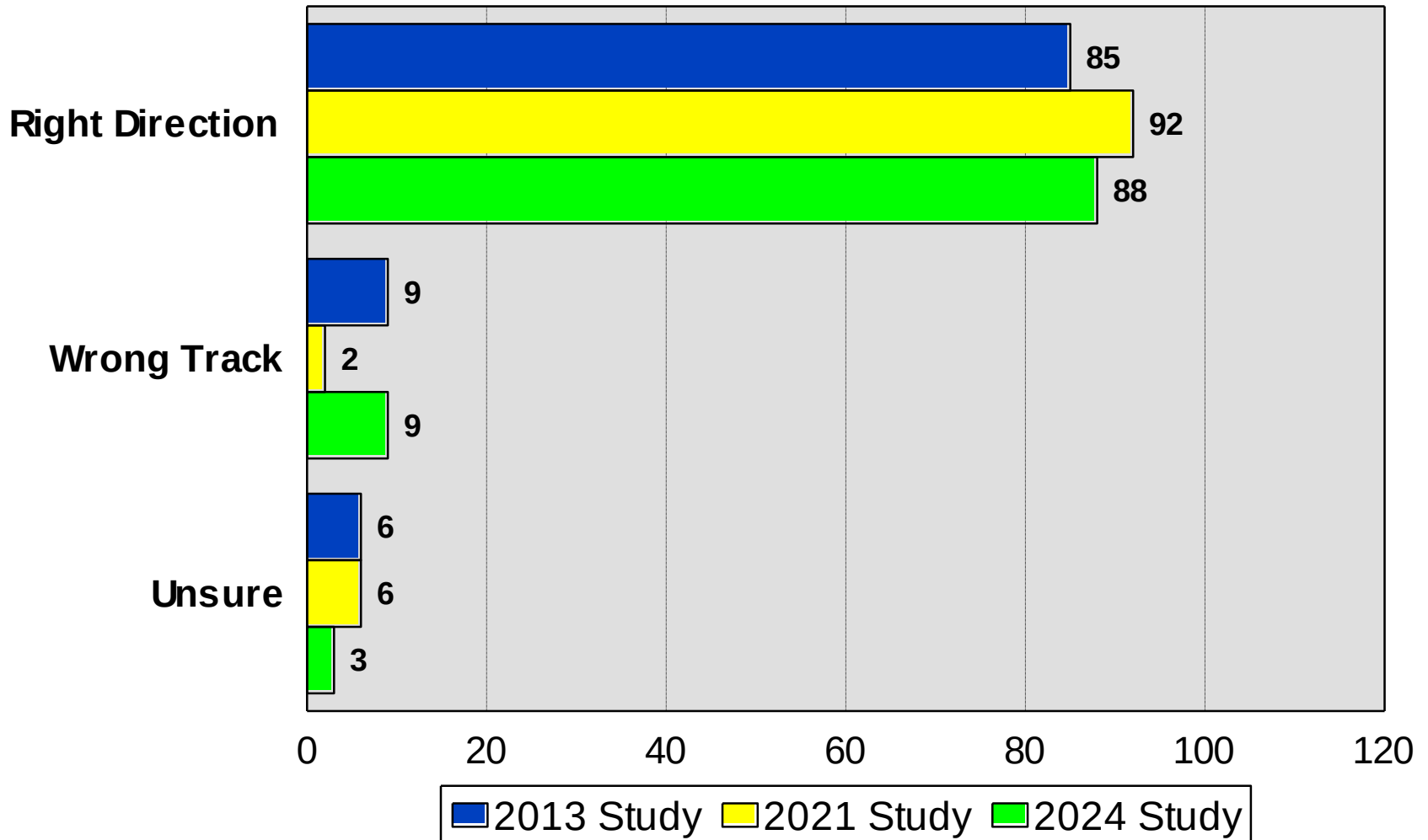
2024 City of Fridley



Direction of Fridley

Item 1.

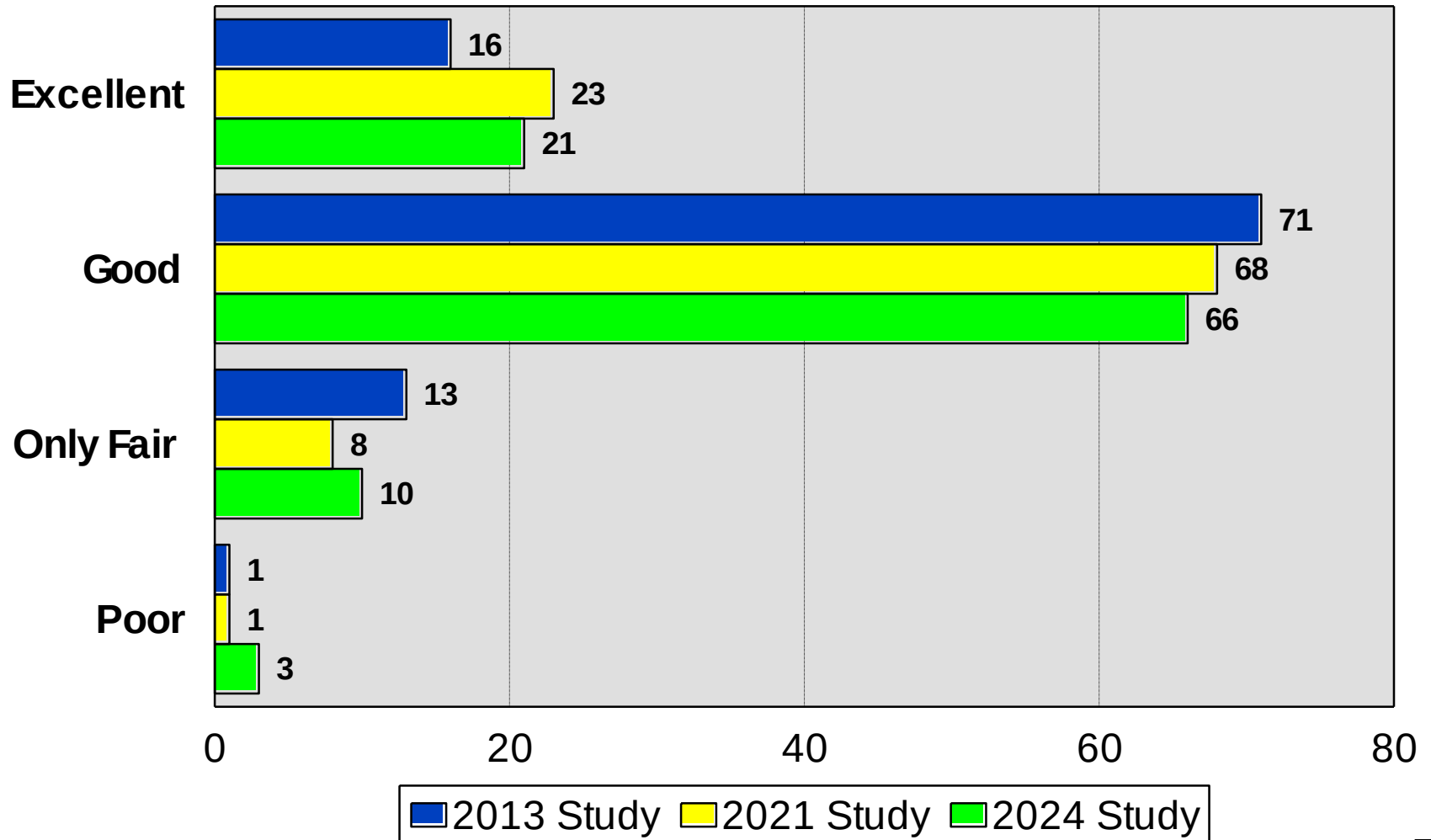
2024 City of Fridley



Appearance of Neighborhood

Item 1.

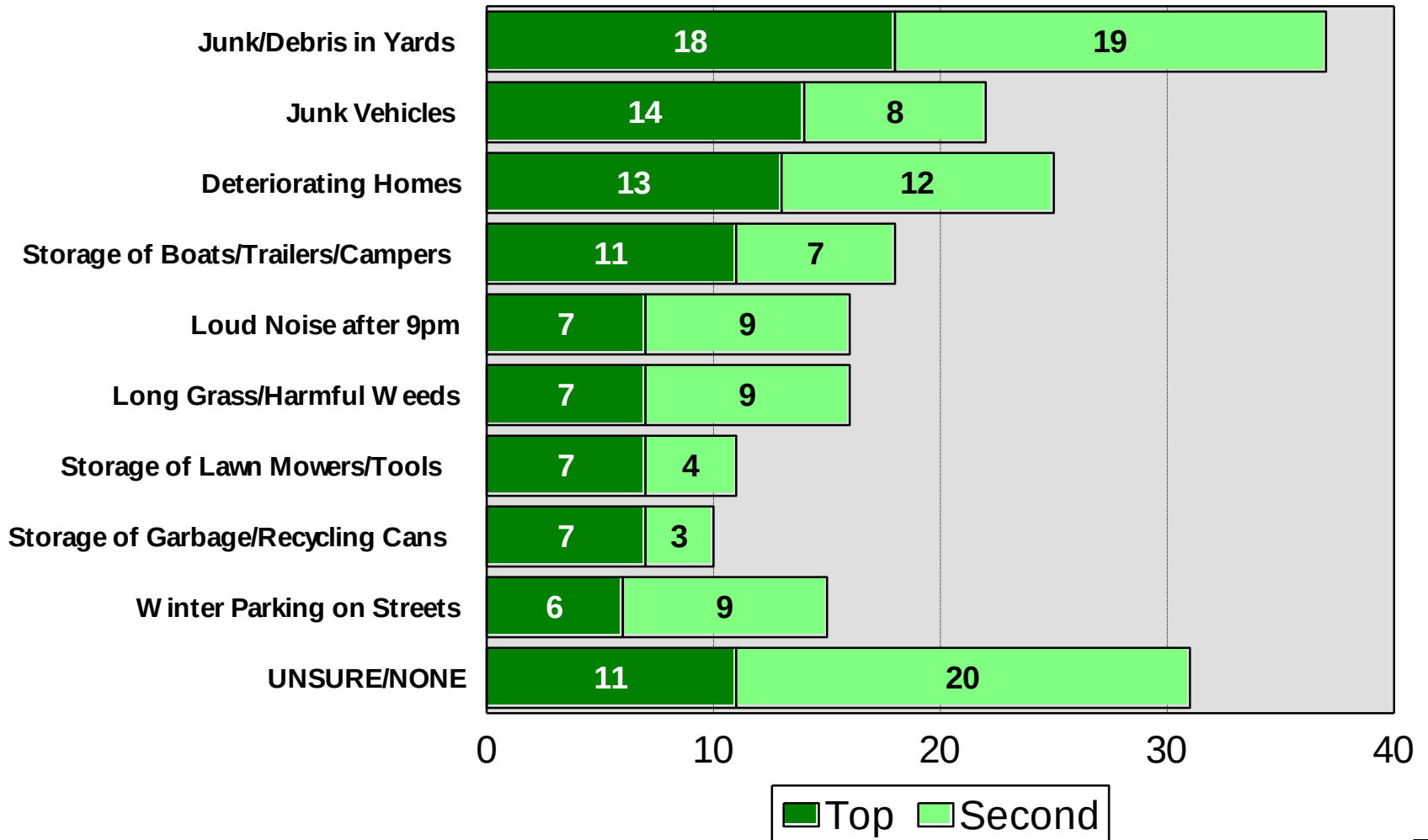
2024 City of Fridley



Priority for Code Enforcement

Item 1.

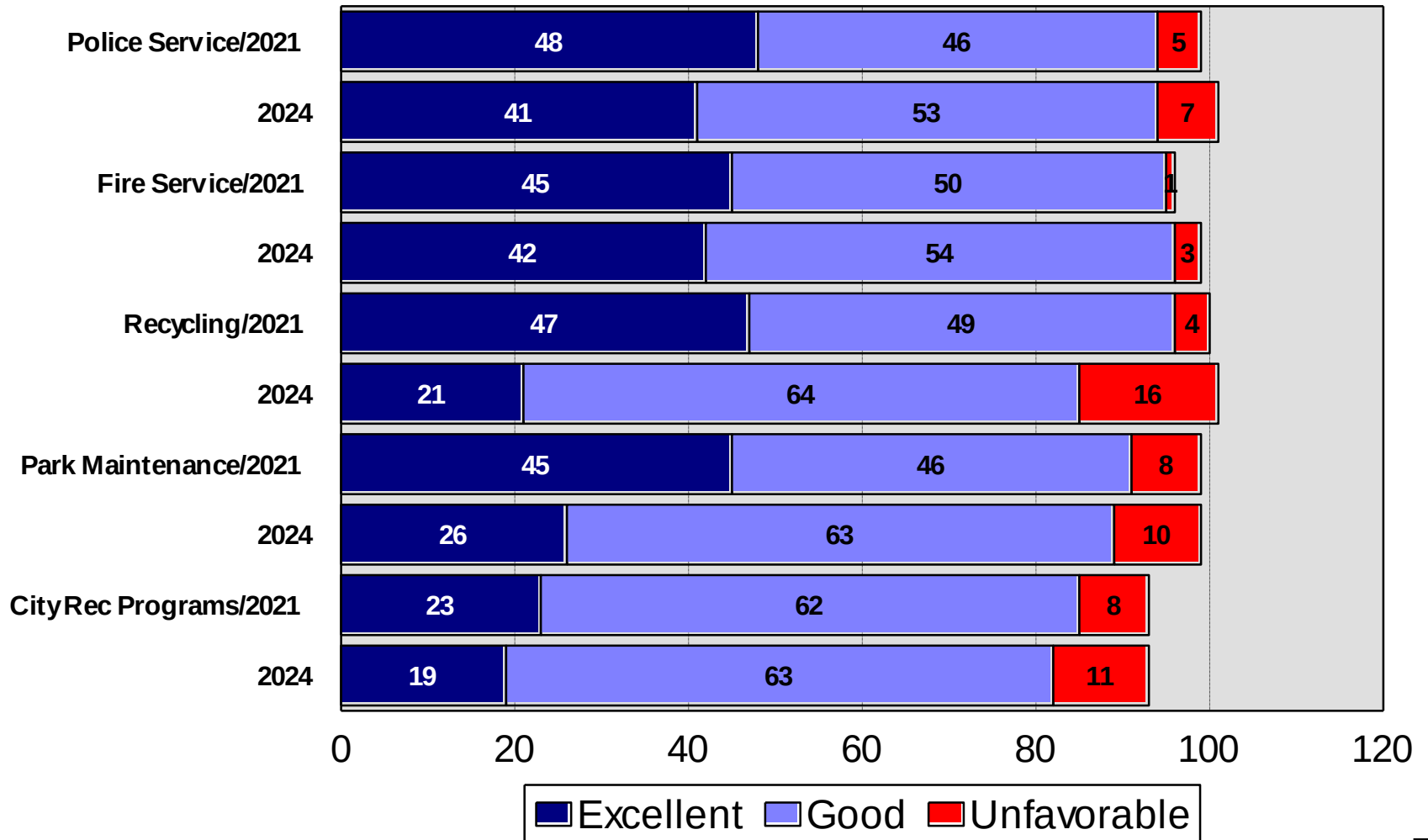
2024 City of Fridley



City Services Evaluations I

Item 1.

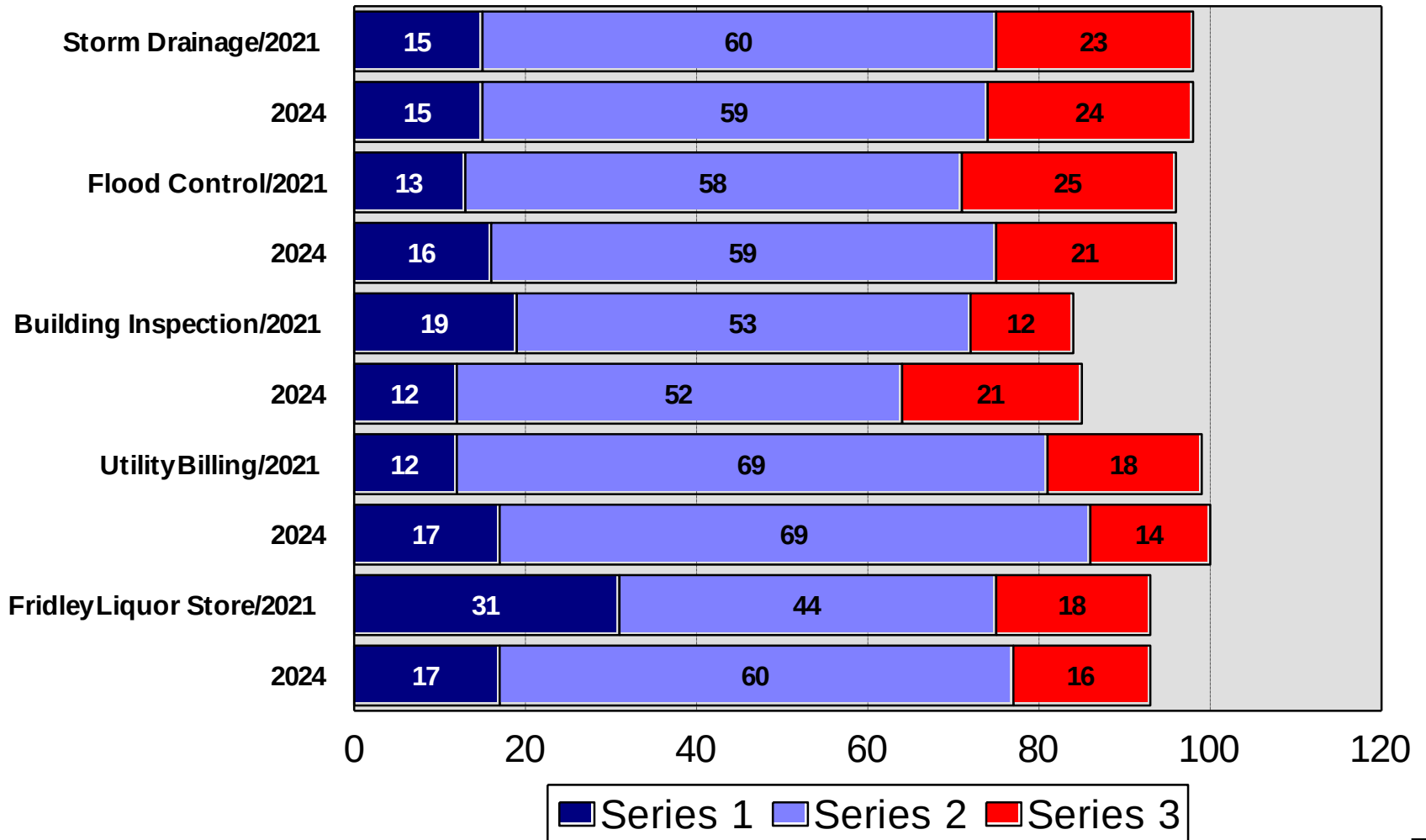
2024 City of Fridley



City Services Evaluations II

Item 1.

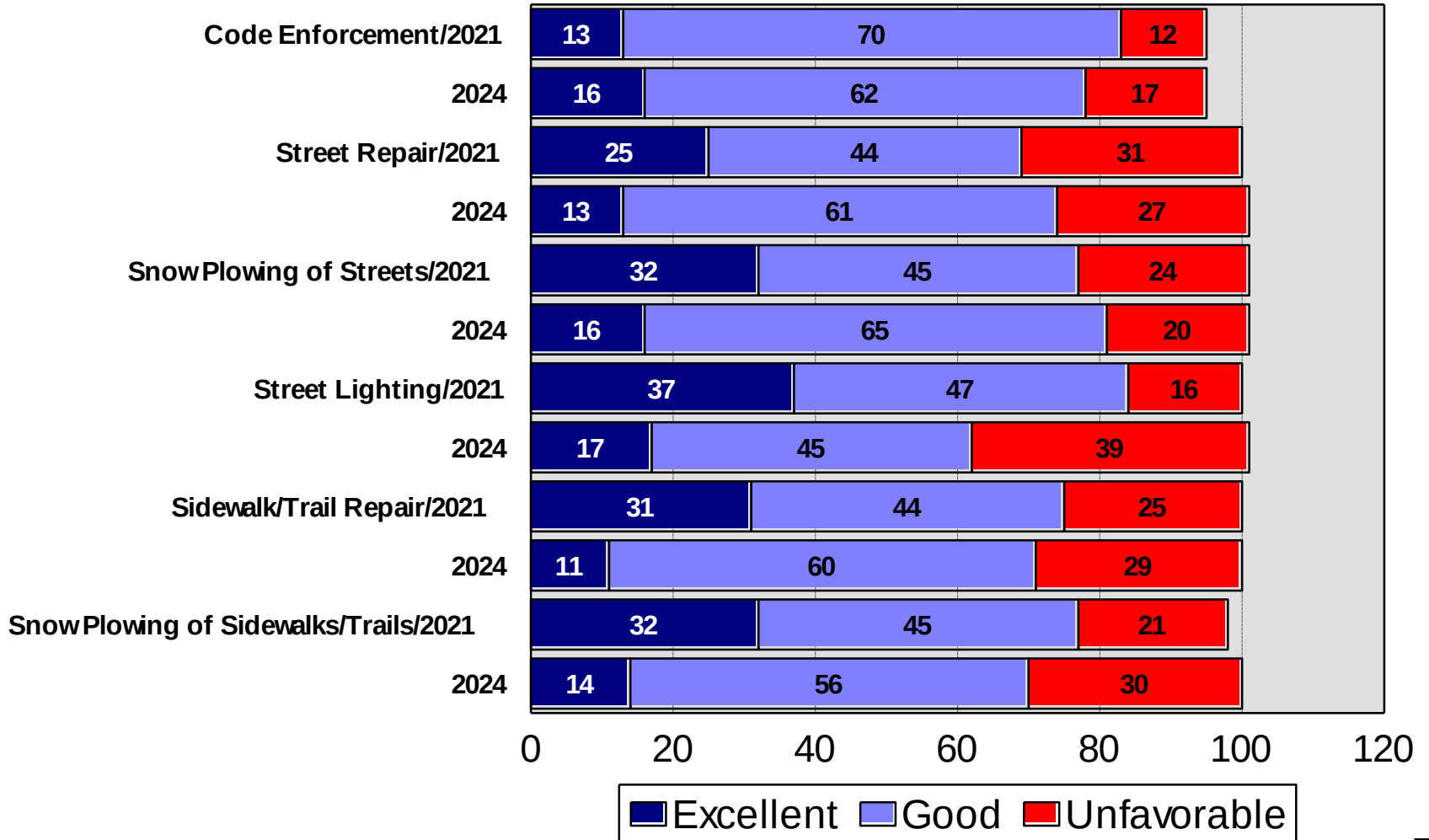
2024 City of Fridley



City Services Evaluations III

Item 1.

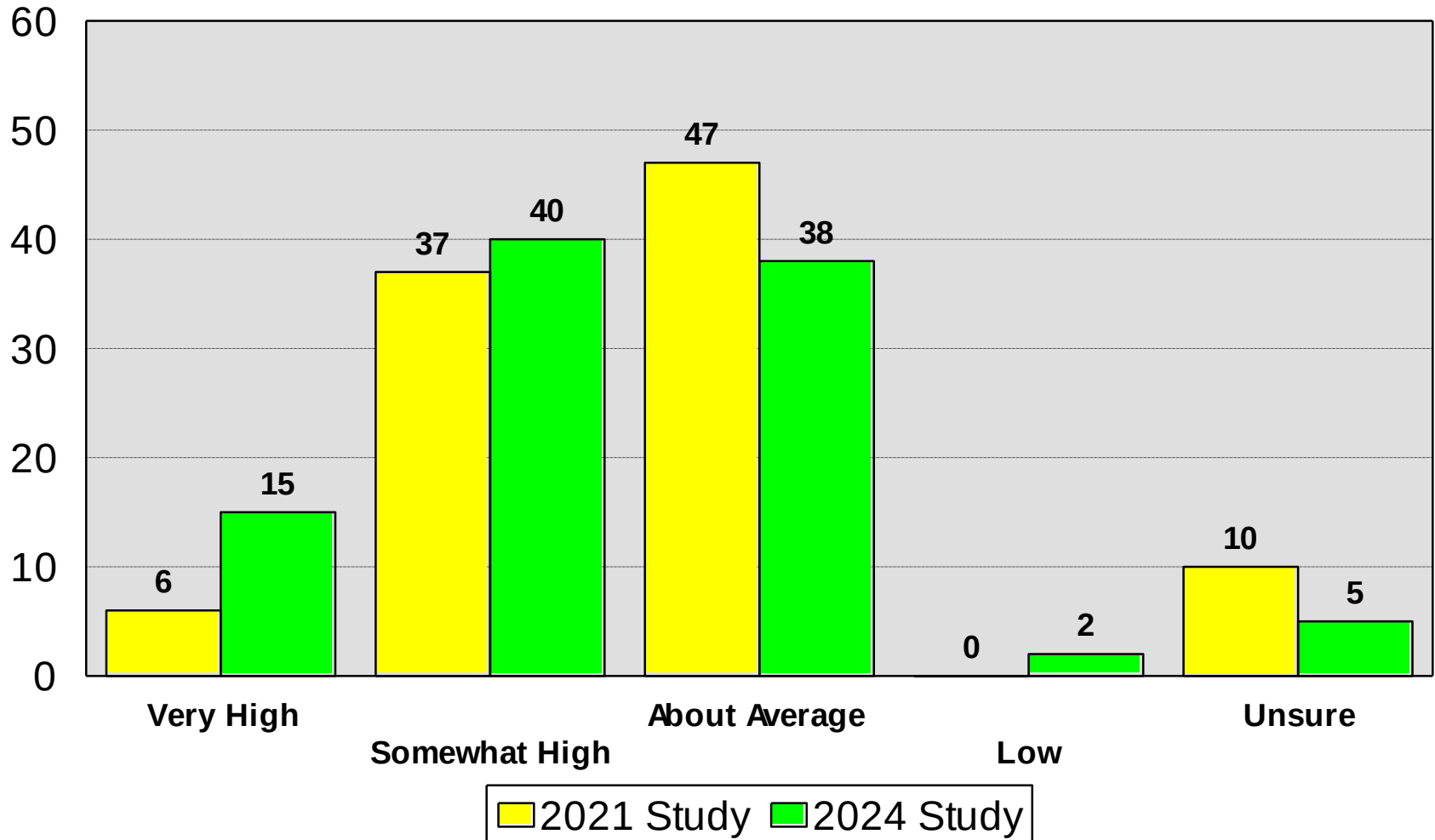
2024 City of Fridley



City Property Taxes

Item 1.

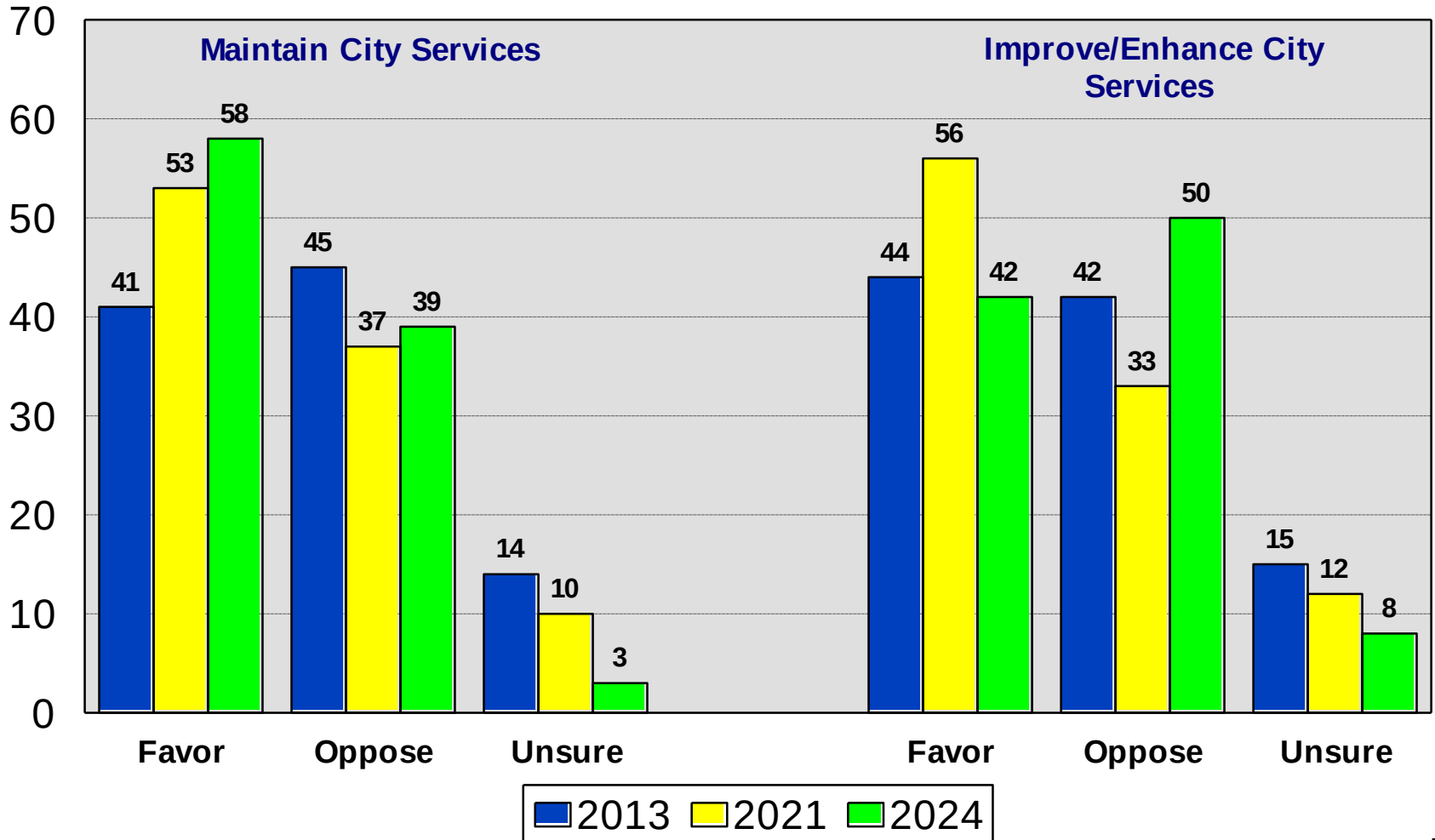
2024 City of Fridley



Property Tax Increase to....

Item 1.

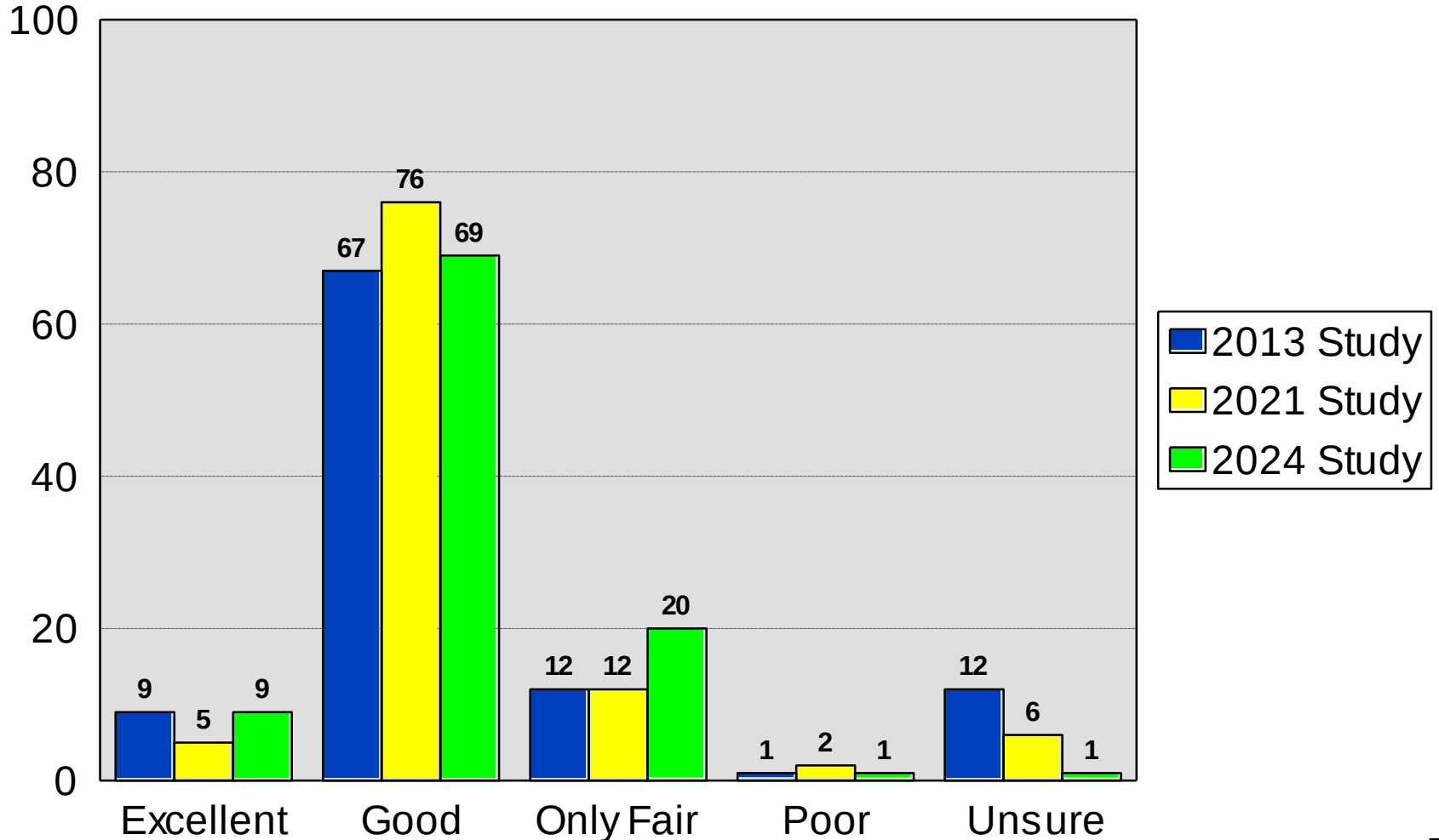
2024 City of Fridley



Value of City Services

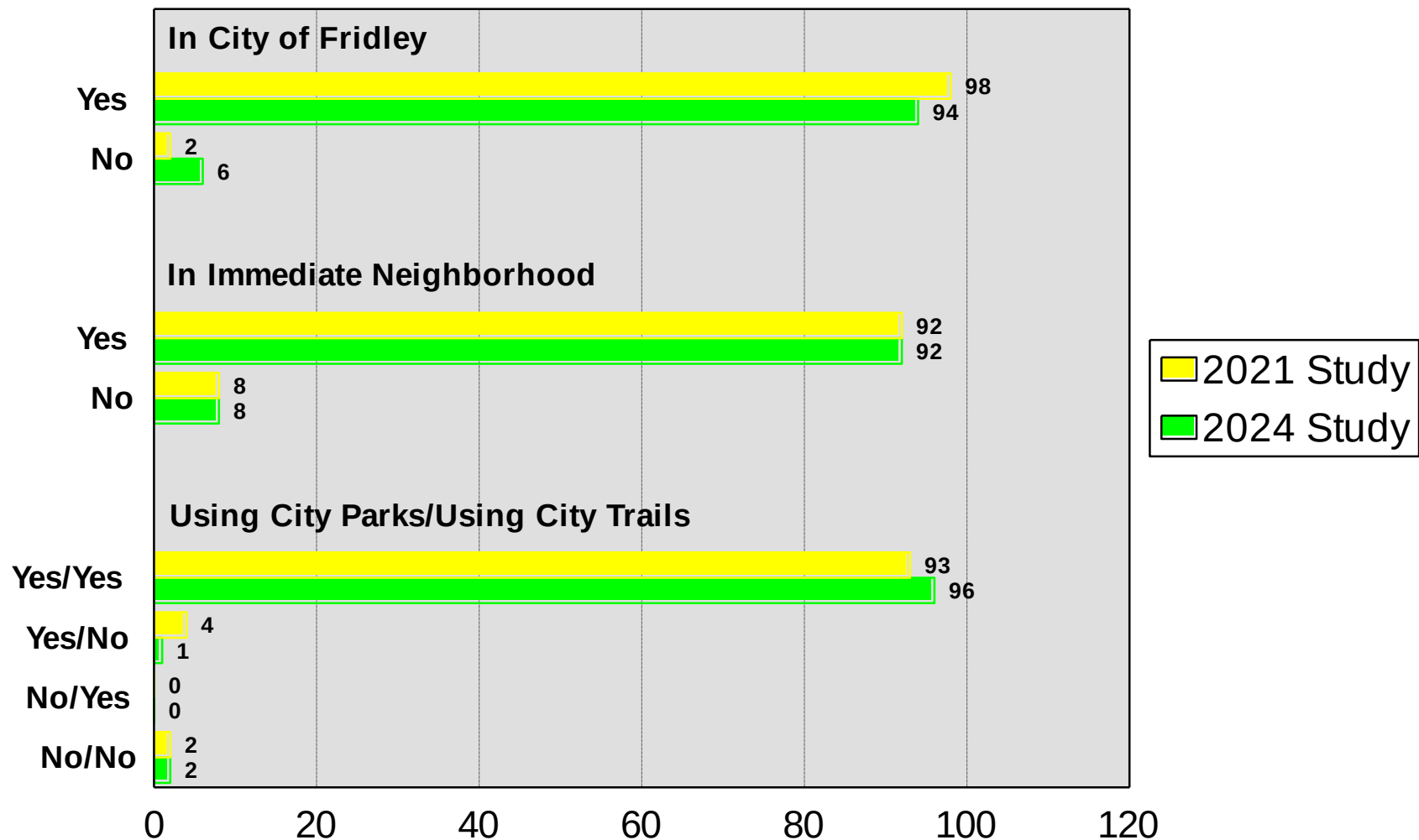
Item 1.

2024 City of Fridley



Feel Safe....

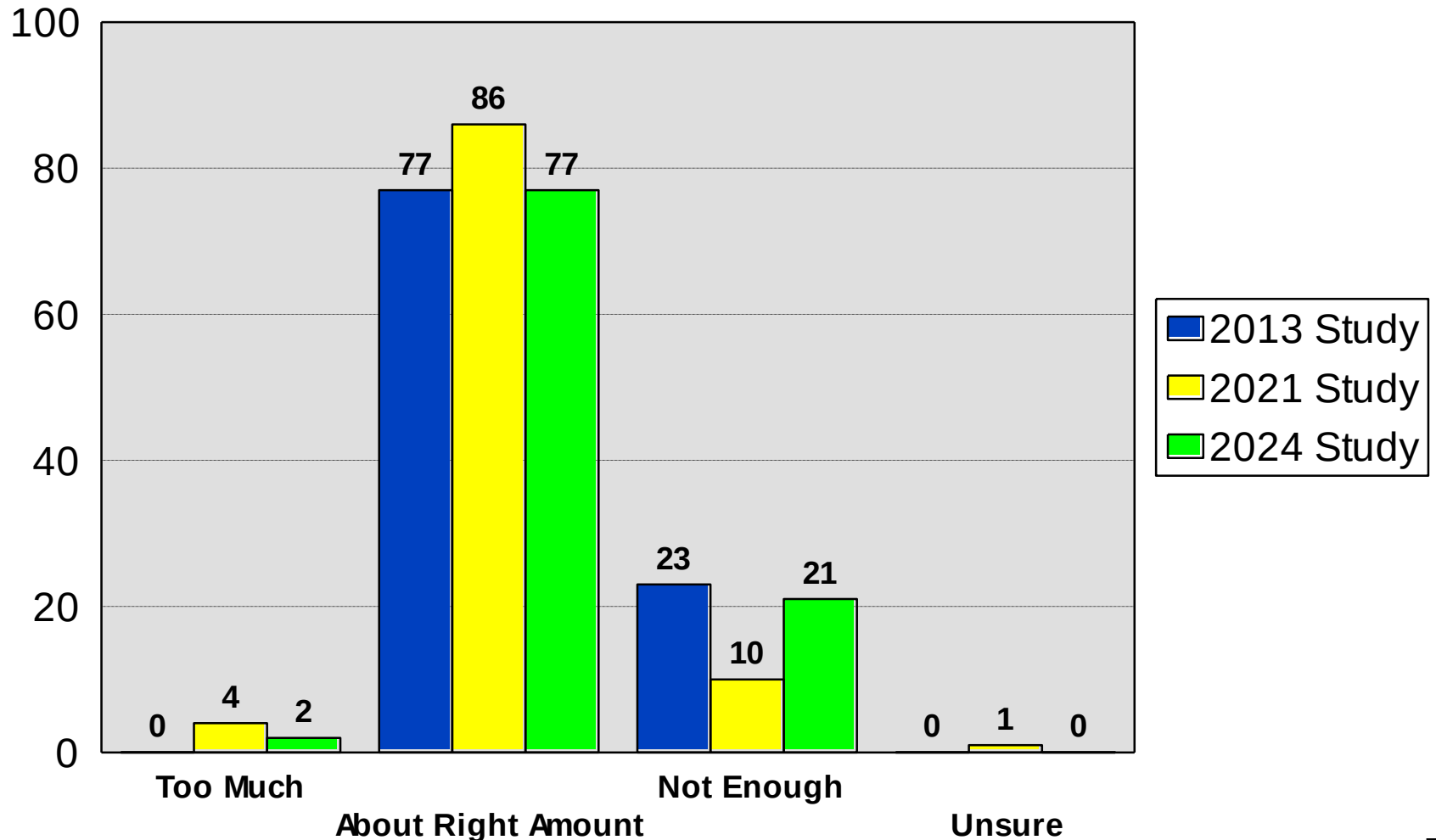
2024 City of Fridley



Neighborhood Police Patrolling

Item 1.

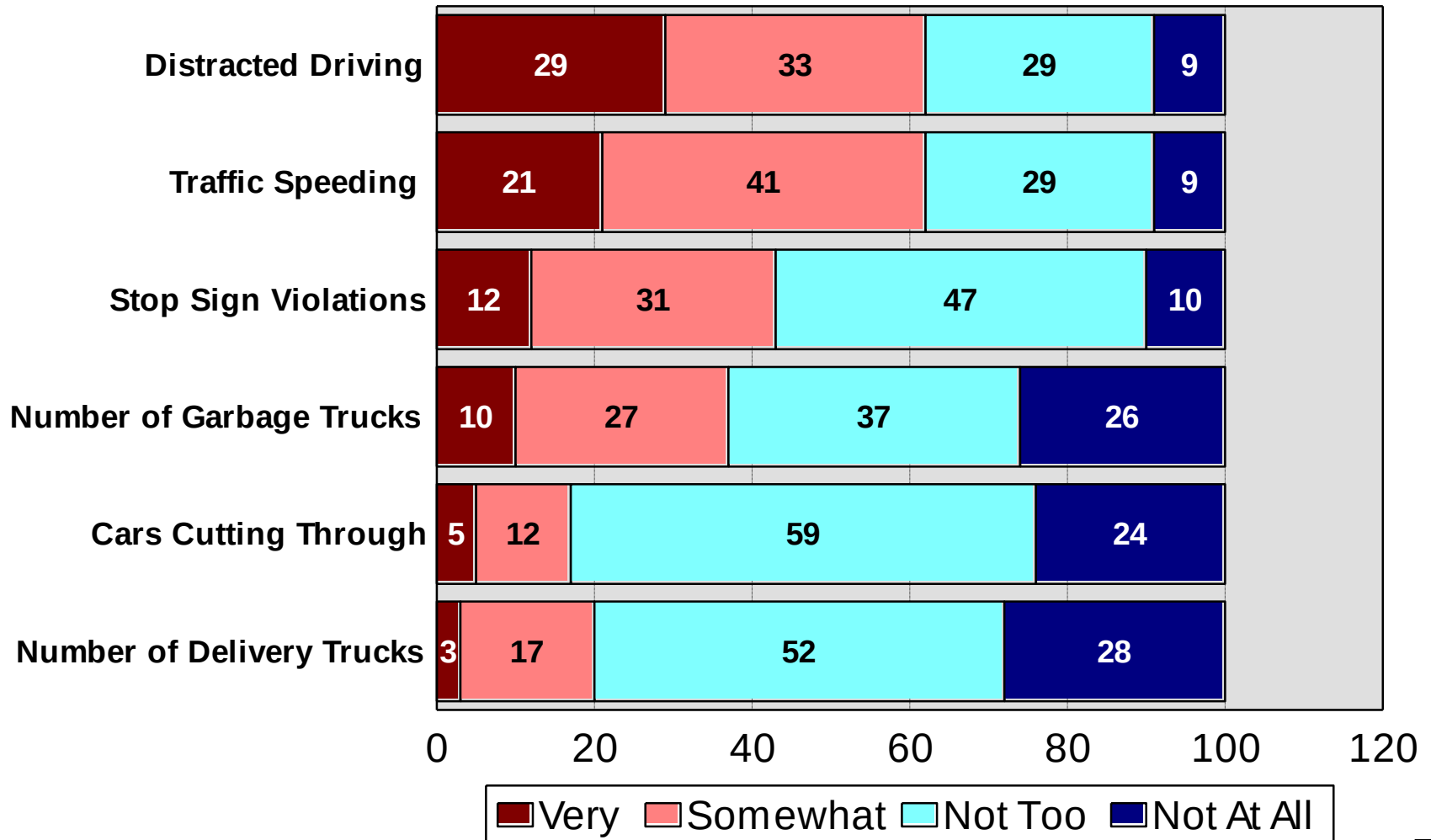
2024 City of Fridley



Neighborhood Concerns

Item 1.

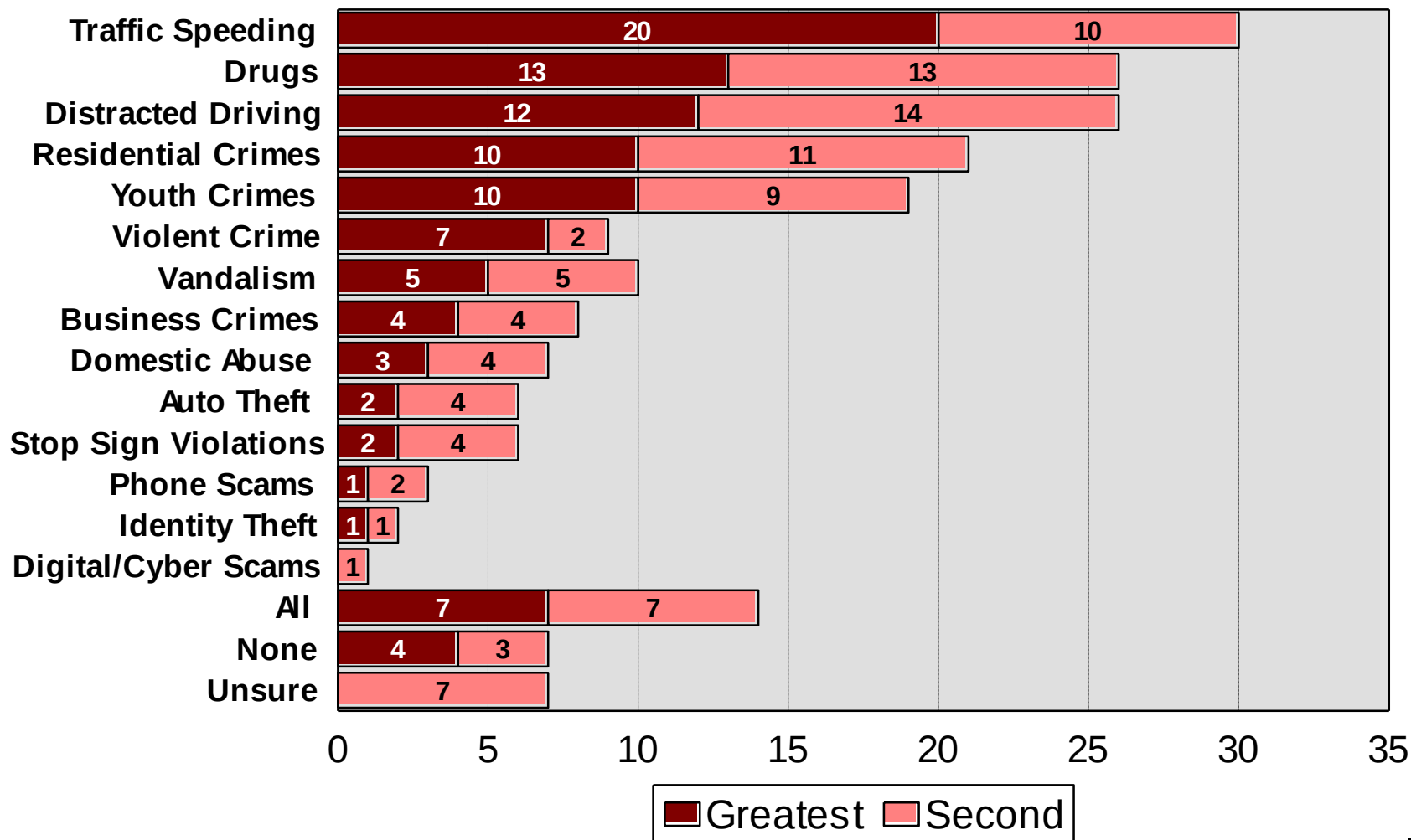
2024 City of Fridley



Public Safety Concern

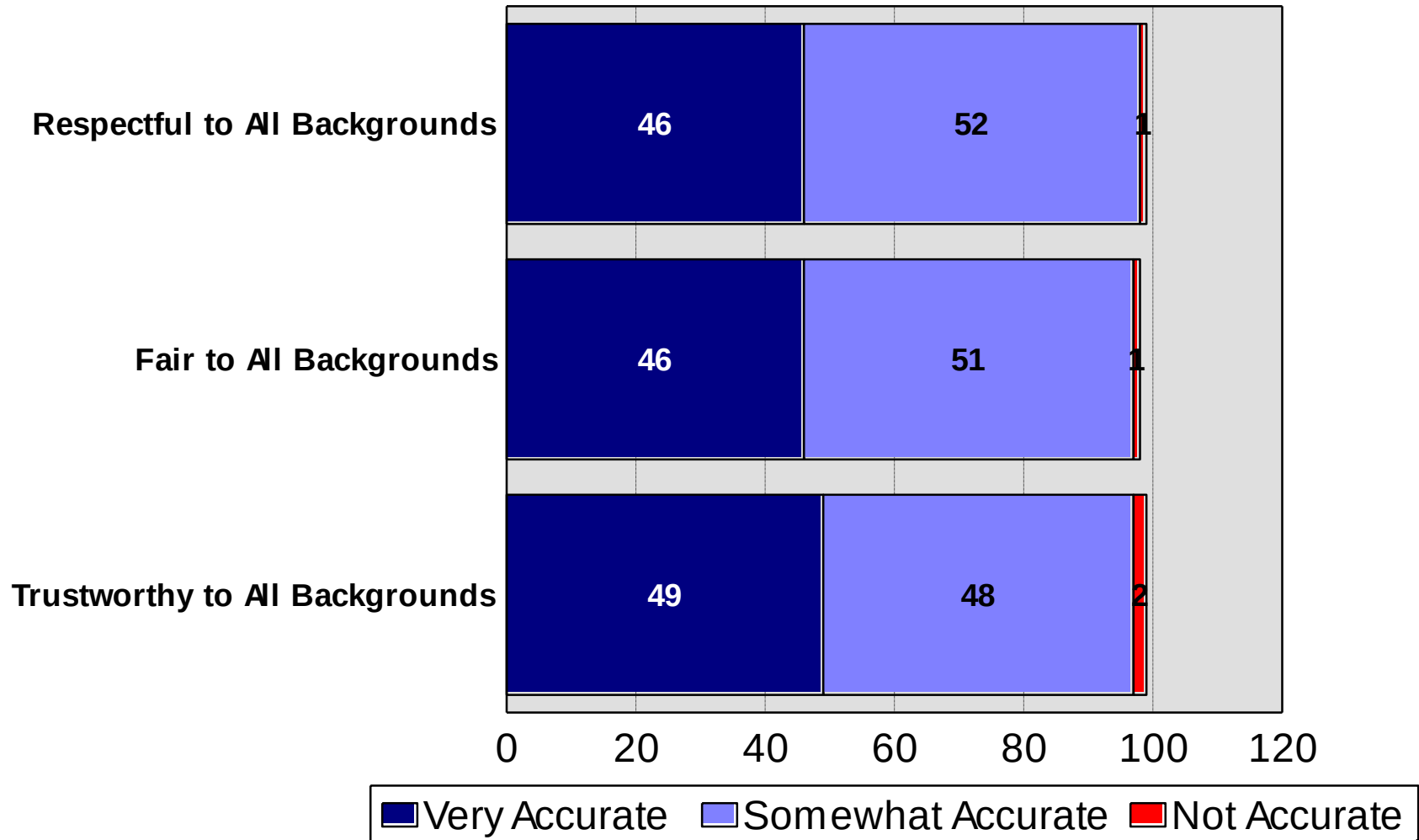
Item 1.

2024 City of Fridley



Descriptions about Fridley Public Safety Item 1.

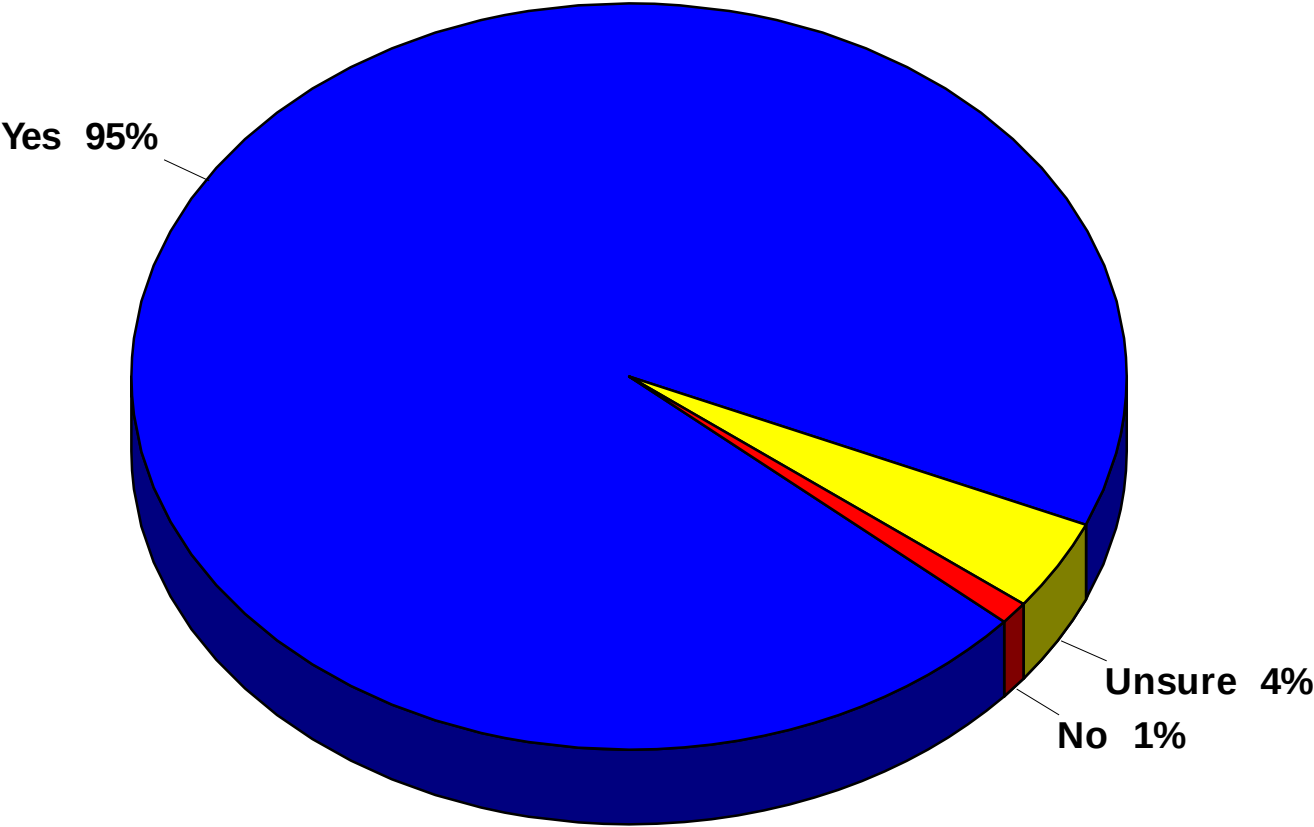
2024 City of Fridley



Adequate Opportunities to Provide Input and Feedback

Item 1.

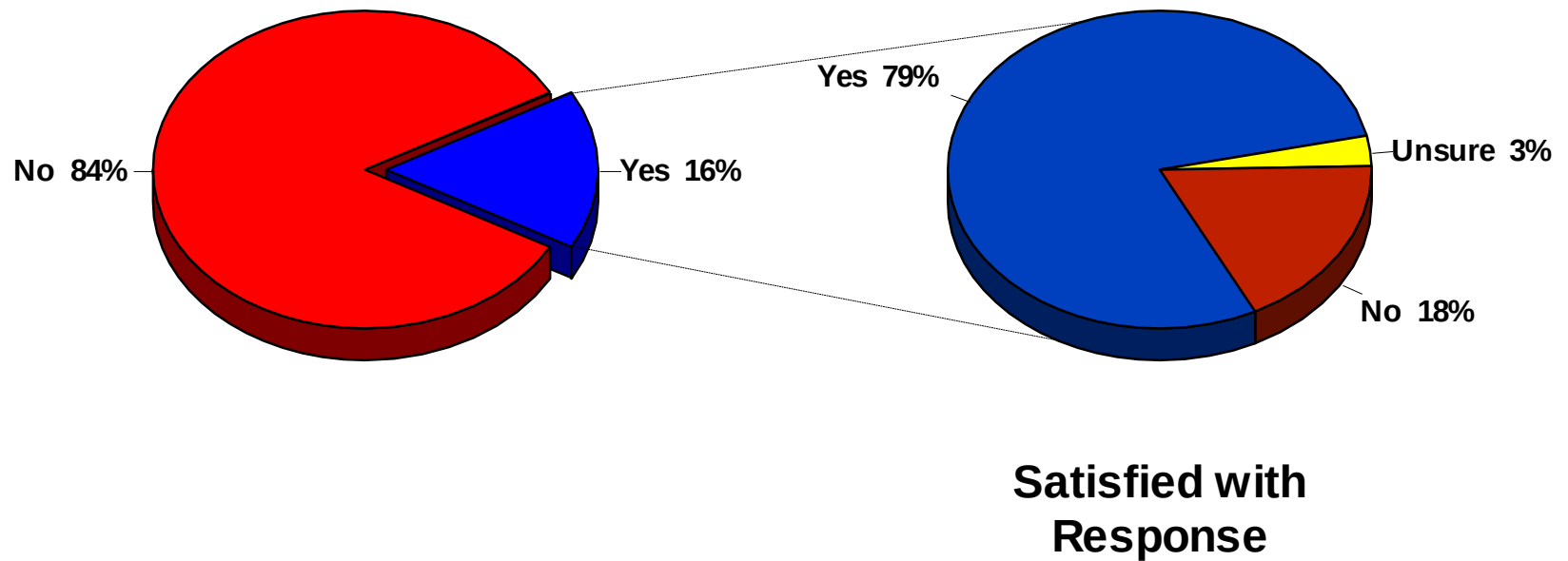
2024 City of Fridley



Contact City with Concern or Complaint

Item 1.

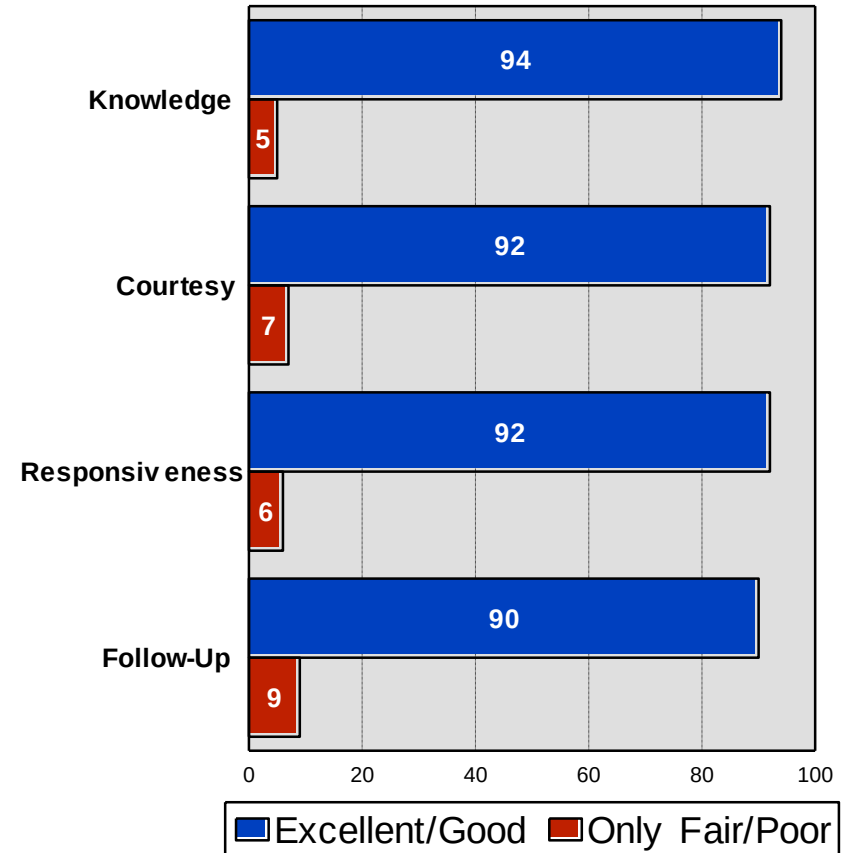
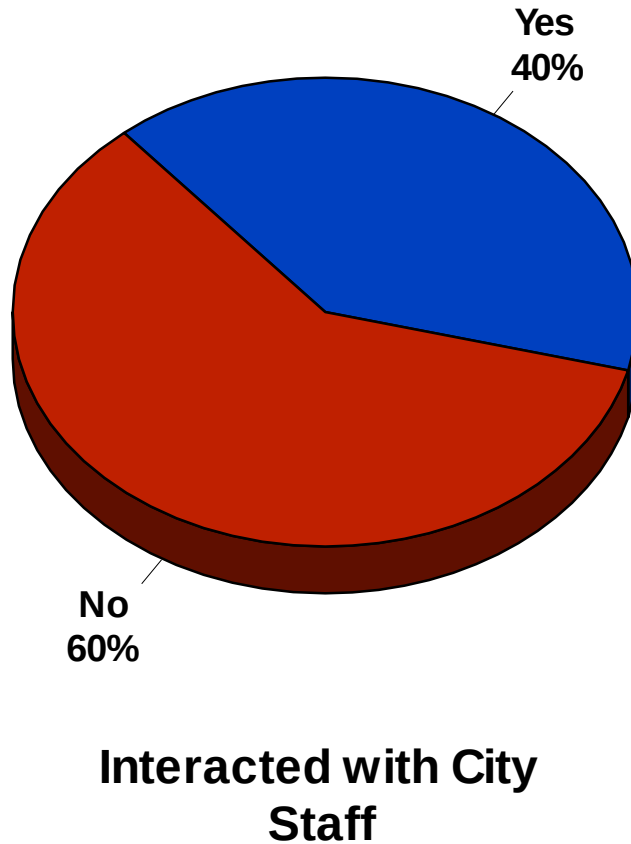
2024 City of Fridley



Contacted City Hall

Item 1.

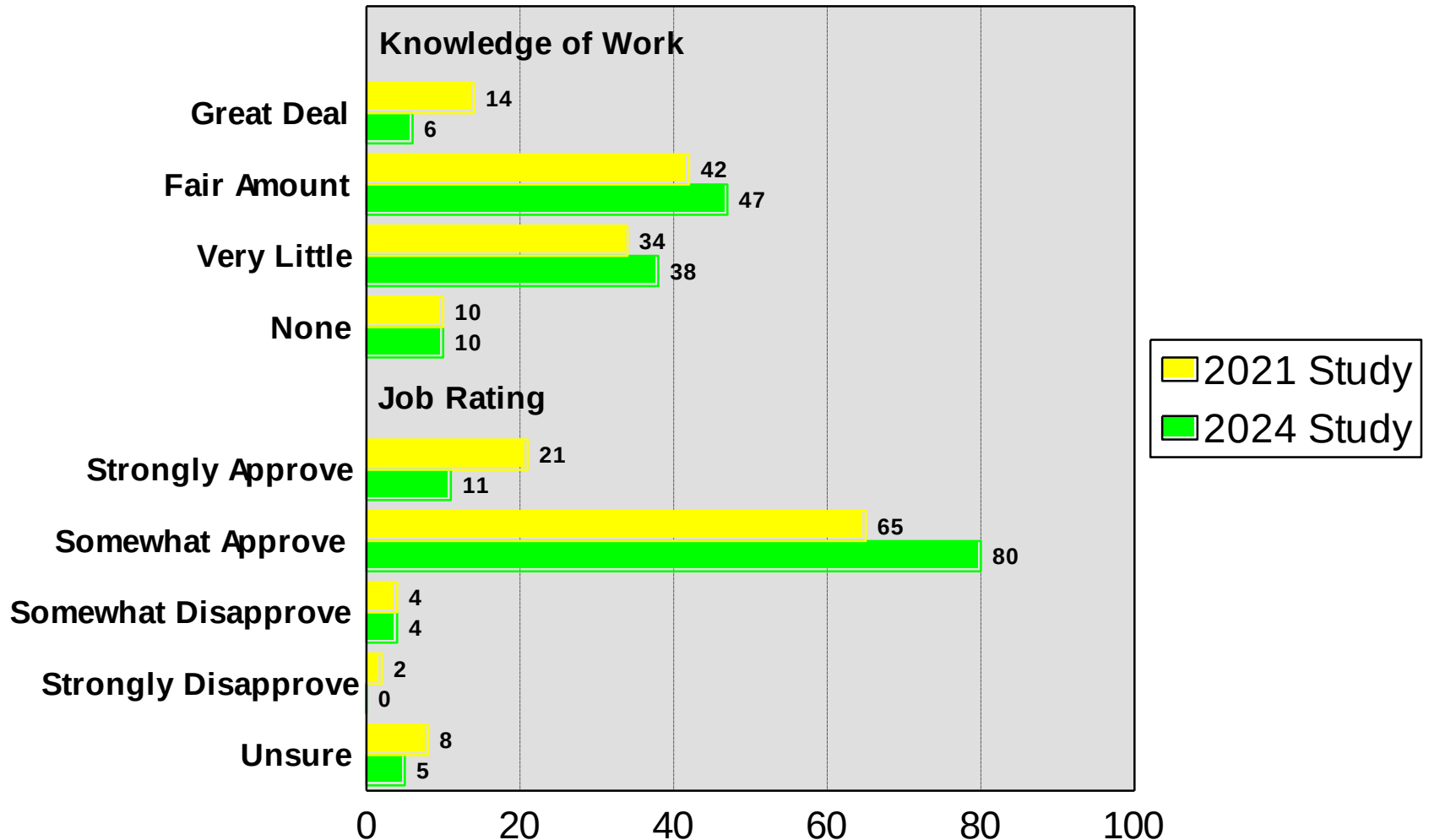
2024 City of Fridley



Mayor and City Council

Item 1.

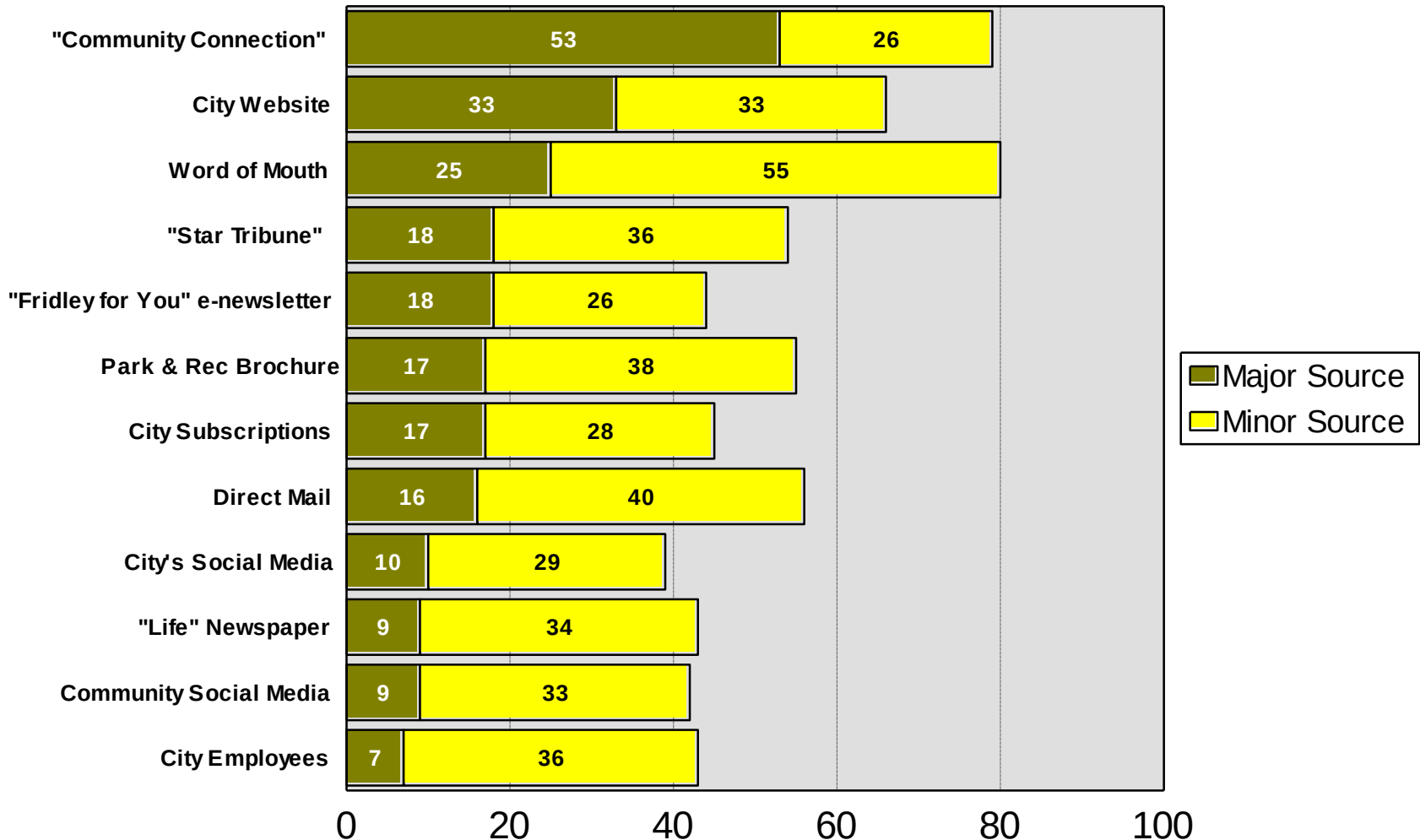
2024 City of Fridley



Source of City Information

Item 1.

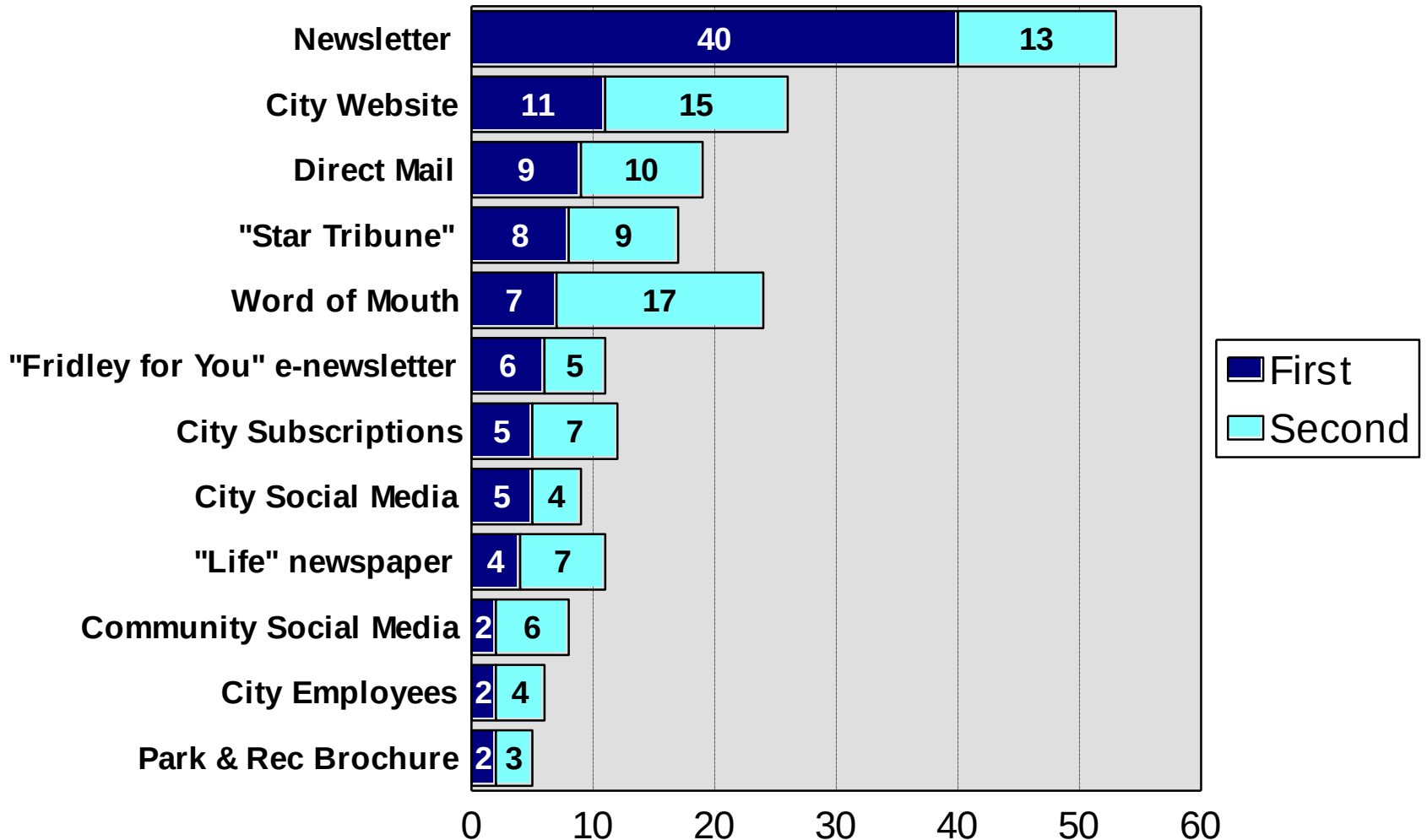
2024 City of Fridley



Preferred Information Source

Item 1.

2024 City of Fridley





AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Approve the Minutes from the City Council Meeting of June 24, 2024

Background

Attached are the minutes from the City Council meeting of June 24, 2024.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of June 24, 2024.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Meeting of June 24, 2024

Vision Statement

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



City Council Meeting

June 24, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of June 24, 2024, to order at 7:00 p.m.

Present

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

Absent

Others Present

Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Mike Maher, Parks and Recreation Director
Joe Starks, Finance Director
Brandon Brodhag, Assistant City Engineer
Sarah Sonsalla, City Attorney

Pledge Of Allegiance

Approval of Proposed Consent Agenda

Mayor Lund requested to move Item 4 to be considered as Item 12a.

Motion made by Councilmember Bolcom 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

1. Approve the Minutes from the City Council Meeting of June 10, 2024.
2. Receive the Minutes from the Council Workshop Meeting of June 10, 2024.

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

New Business

- ~~4. Resolution No. 2024-70, Supporting Anoka County Parks Long-Range Plan for the Rice Creek West Regional Trail Corridor.~~
5. Resolution No. 2024-84, Approving and Authorizing the Signing of an Agreement with Northwest Metro 916 Intermediate School District for School Resource Officer Services for 2024-2026.
6. Resolution No. 2024-85, Approving and Authorizing the Signing of an Agreement with the City of Blaine for Public Safety Services During the 2024 3M Open.
7. Resolution No. 2024-89, Approving Gifts, Donations and Sponsorships Received Between May 18, 2024 and June 14, 2024.
8. Resolution No. 2024-86, Awarding Danube Pond and Farr Lake Pretreatment Project No. 603-60-23102.
9. Resolution No. 2024-87, Awarding 2024 Americans with Disabilities Act Improvement Project No. 24-800.

Claims

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

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

Mike Maher, Parks and Recreation Director, recognized the partnership between the City and FYSA which has been a positive relationship for many decades. He provided background information on the field use by FYSA for its different sports and the services the City provides without charging a fee. He then provided background information on the Park System Improvement Plan and the engagement that occurred beginning in 2019 to develop the plan which attempted to create a modern, equitable and balanced park system. He displayed the initial concept design for Commons Park which focused more on community activities at Commons Park and athletic activities at Community Park. He stated that through the work of the task force they heard that would not work because the baseball fields were very important at Commons Park and therefore, they amended the concept to create more of a balance between community use and baseball use. He reviewed the concept which was approved in 2022 for construction in 2025-2026. He stated that because they could not fit additional fields and the community amenities desired for Commons Park, the consultant had proposed to add additional field space on the School District property. He stated that in discussions with the School District they have not been able to achieve an agreement and therefore they cannot include the field space on that property. He stated that they are committed to the Commons Park concept that shows one baseball field on the park property, along with the other community desired amenities. He provided additional details on the four-season recreation for all proposed for Commons Park. He reviewed the next steps for Fridley and the FYSA

partnership noting that the City remains committed to providing fields for FYSA and within the park system to provide balance recreation for all residents. He stated that perhaps parks slated for development in the coming years would have potential for additional field space.

Councilmember Bolkcom asked for details on the timing of the design in order to move forward with construction in 2025. She also asked for details on the square footage and estimated costs.

Mr. Maher commented that this is a concept and the concept plans are used to identify priorities and pieces of the complex but the pieces may be moved around within the space. He commented that this will most likely not be the final layout as that will come forward through the design process. He stated that the estimates were done in 2022 dollars. He stated that staff recently worked on a park building project and provided a comparison from the 2022 estimate compared to the estimate received this year. He stated that they hope to begin construction in summer of 2025 and therefore are in the design process and will put bids out in the late winter season. He stated that the design should be close to done early this fall.

Avonna Stark commented that she is a mother of two boys who love baseball but also has an established career in politics. She commented that candidates run on promises and to serve the public. She empathized with the position of the Council but commented that all elected officials must adjust to change to continue to serve the public. She hoped that the Council could recognize the passion that the residents tonight have and the need for children to have a safe place for sports. She commented that if the voices of the families are not heard, the community could fall apart. She asked that the Council save the fields and leave the families in the community.

Matt Vanderpool shared the importance of Fridley Youth Sports. He stated that he took the parks survey and voted for the splashpad but was not aware that would cause a reduction in fields for youth sports. He commented that he would not have voted for that if he knew that was the outcome. He commented that FYSA brings together a diverse group of children and parents for weeks at a time which builds relationships and community. He commented that those connections are not created through a skating rink or splashpad. He commented that he was attracted to Fridley once he was married because he found a great property and great home and they really did not create a connection with the community because of their involvement in Fridley youth sports. He commented that it is that connection to the community that has kept his family in Fridley. He was worried that the plan for this park would limit the ability for youth sports to continue to grow and thrive and to support the connections and community that is built through sports.

Jim Stangler commented that he has been a resident for 17 years and has coached multiple sports, including baseball, for the last five years. He stated that he was involved in the engagement process including the task force. He commented that girls' softball use field three, so taking away these fields would result in more loss for baseball and softball.

Mayor Lund commented that the City retrofitted field two for baseball use as it had previously been used for girls fastpitch, which is another example of the City reacting to requests from FYSA.

Mr. Stangler commented that in the task force meetings people were pretty opinionated and he was told to keep an open mind. He stated that he believes that he did that throughout the process. He stated

that pickleball and a splashpad are great ideas. He commented that the fields are used a lot and believed that there is a way to fit things in without taking away the fields. He asked the number of fields that would be, or have been, removed in other parks in addition to what is proposed at Commons Park.

Mr. Maher commented that there was a remnant of a baseball field at Moore Lake Park which was converted into flexible field use space. He commented that the neighborhood park field space was no longer being used, although the organized sports fields get a lot of use. He commented that the same has occurred with old hockey rinks where those were not used and were removed to make space for another amenity.

Mr. Stangler stated that there are about 25 young children using Terrace Park for little league because that program continues to grow. He stated that removing the three fields from Commons Park will drastically drop numbers for baseball.

Councilmember Bolkcom asked if there are kids from other communities playing for FYSA.

Jake Karnopp stated that at the end of each year he provides demographic information. He stated that there are 157 kids signed up this year and estimated that 80 percent of those kids are Fridley residents. He commented that whether or not someone is a resident is not important to him because they provide a service to kids with no restrictions, unlike some other communities. He stated that they have found that when they open their program to kids with open arms, it assists with their success rate. He provided an example of a Columbia Heights family that began playing sports in Fridley, when then led to enrollment in the Fridley schools and then purchasing a home in Fridley. He stated that soccer has about 220 kids this year. He commented that FYSA is a growing entity on all levels. He hoped to educate the Council and community on the current situation. He stated that the current plan as presented would reduce the number of fields from three to one, which would have a negative impact on athletics. He stated that since February he has listened to objections from staff on their requests. He stated that it has been said that baseball did not score high enough on the list of amenities to maintain the number of fields, but finds it hard to believe that baseball scored lower than a skating rink. He provided a packet of information that he gathered and shared with the Council and reviewed that information. He commented that the Council continues to make comments that baseball did not rank high enough, but that is not correct and provided examples noting that funding continues to be allocated towards the two lowest amenities. He stated that 68 percent of respondents supported improvement of the baseball and softball fields. He stated that people want baseball more than winter sports or pickleball. He referenced comments that were made by Mayor Lund in a *Star Tribune* article published today and how that conflicts with the information he presented today. He stated that this is not about money, but instead maintaining the baseball fields at Commons Park. He stated that if things need to be cut from the project, the Council should start with the least desired amenities. He stated that although the statement has been made that the youth sports community was not involved in the engagement process, the data from the survey shows that to be untrue and provided examples. He believed that the data shows that the community does not support removal of the fields from Commons Park. He stated that they have continued to inquire and have been told that nothing has been finalized and there is still time. He commented that their statement has remained constant throughout this process to keep the fields at Commons Park and asked that the Council listen to the residents and correct the plan for the park. He recognized the statement has been made that the plan for Commons Park is running over budget and proposed a solution to keep Commons fields one and two with minimal upgrades to both fields. He stated that the building and splashpad could

be moved to the north and the rink could be removed from the plan to save funds. He asked the Council to think critically about what it has been told versus the factual data that has been provided.

Councilmember Evanson referenced an email sent about one week ago, acknowledging that they agreed in principal that there would be three fields on School District property. He noted that the Council has been working to solve the problem, but there was a continued request additional amenities at a cost of \$1,300,000 which was paired down to \$500,000. He asked why they are holding out for these additional amenities.

Mr. Karnopp commented that he has to put on a different hat now as a School Board member, noting that this is only his opinion and not that of the other members or Superintendent. He commented that originally there was an agreement to use School District land with the City funding the three fields. He stated that when the legal proposal was sent over for signatures, the site-specific plans were very nonspecific, which gave him pause. He stated that the School District had said that if that were to happen the School District would take over on maintenance and programming of the fields. He recognized that the fields would be a gift, but that gift would cost money as well. He provided an example of a building which is in disrepair and will cost \$7,000,000 to repair.

Mayor Lund clarified that the City never owned that space, noting that it was previously an elementary school and the City leased space at a cost of \$150,000 per year but that partnership eventually dissolved.

Councilmember Evanson commented that it was recently stated that the School District cannot maintain its assets as it is asset rich and cash poor. He stated that because the School District has a history of not being able to maintain its assets, the City even agreed to assist with maintenance. He recognized that the fields may not have all the amenities desired but it would work.

Mayor Lund asked that the public provide input and the Council refrain from engaging and debating tonight as this is Open Forum and there is an agenda for the meeting tonight.

Councilmember Evanson commented that he is trying to clear the air because there is a social media page that has said a lot of things, noting that the guy that says the City is taking things away also said no to a deal the City offered.

Mr. Karnopp commented that a deal is only struck two ways, as the City also said no when the School District conveyed its minimum needs as well. He recognized that the School District has a history of not maintaining its assets, but with the current leadership they are changing that.

Mayor Lund stated that he would not want to discuss School District business and commented that the focus should be on whether the School District would allow the fields on their property. He recognized that the School District decided that would not work for them. He commented that over \$25,000 was spent revising plans during the last four months.

Councilmember Tillberry asked if all these residents would be attending the next School Board meeting to share their concerns as well.

Mr. Karnopp commented that the School District did not decide to fund the park improvements in Fridley and the School District did not decide to remove fields from the park. He commented that two members of the Council have now made negative comments towards him, and he will continue to take the high road.

Councilmember Bolkcom recognized there is a desire for fields at this park, but if the City is offering fields in other locations that are as good or better, would that be considered.

Mr. Karnopp commented that nothing is off the table, however, whenever this situation comes up, they have presented problems with locating fields at Community Park. He stated that Terrace Park is his neighborhood park and currently hosts overflow t-ball. He commented that field would not be able to support kids older than eight years old. He commented that the smaller fields described for pickup games would not support anything other than t-ball because they are not the appropriate size and scope for older children without encroaching on people's homes.

Mayor Lund commented that it is not the problem of the School District. He was confident that the City has enough assets on City property to support the programing. He recognized the desire for the fields to stay at Commons Park, but the City does not have the luxury of focusing only on baseball as Commons Park is meant to be a community park with assets for the entire community.

Mr. Karnopp commented that if there are less than two fields at Commons Park their program would be decimated. He commented that the City is going to spend money to get rid of those assets, one of those fields has lights. He stated that the solution is right in front of them, keeping fields one and two and moving the other amenities that were desired to the north part of the park. He stated that he is open to continuing conversations.

Kimberly Farrao-Kisser commented that her son was in sports for years and is now in college. She stated that she was a member of the task force, and they went through a lot of work to develop concepts. She recognized that the original concept was more money than was available, but changes were made removing items that were critical to the parks. She noted that when the changes were made to the concepts, those did not go back to the task force for input. She commented that the residents are the taxpayers in the city and asked that the Council work with the residents. She stated that if a lot of changes are being made to the concepts, there should have been more input. She stated that the concept developed by the task force included the baseball fields. She commented that she met so many friends through parents at her son's sports. She asked the cost to run the splashpad as that will become an ongoing expense.

Councilmember Bolkcom commented that her questions about the timeline for design was not an attempt to push forward but just an understanding that there is a timeline in order to move forward with construction in 2025. She recognized that it is great that so many people are present tonight but then they could also have a meeting with people that want a splashpad.

Ms. Farrao-Kisser commented that they should have a public meeting about the park allowing all that want to provide input.

Mayor Lund commented that he would like to draw the line on this discussion tonight, noting that they will continue to keep open minds and discussions with FYSA. He recognized that there is a deadline in order to move forward with the improvement.

Councilmember Bolkcom commented that there were a lot of people that took time out tonight to attend and believed that they should have the opportunity to speak if they wish.

Councilmember Ostwald commented that he would also like to make a statement.

Natividad Seefield commented that she has lived in Fridley since 1996 and believed that climate change should be considered when thinking about hockey rinks. She asked if mailings are inclusive to low-income communities. She commented on the lack of diversity in most committee meetings. She asked the liability of a splashpad.

Councilmember Ostwald commented that he would be happy to receive comments from any members of the public and noted that his information is on the City website.

Councilmember Bolkcom asked how comments would be provided back to those that have provided input.

Mayor Lund commented that the typical process would be followed to respond to comments and another meeting would most likely be set up to continue conversations.

Kegan Stine asked where she could find that information.

Wally Wysopal, City Manager, commented that they could bring back those answers in a future City Council meeting packet although perhaps not the next City Council meeting.

Councilmember Evanson asked if information could be shared for updated concepts as the park improvements continue.

Councilmember Bolkcom commented that an update could also be provided at a future Council meeting.

Councilmember Tillberry commented that everyone in this room has good intentions while some agree, and some do not.

Adoption of Regular Agenda

Motion made by Councilmember Evanson to adopt the regular agenda as amended to include Item 12a. Seconded by Councilmember Ostwald.

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

Regular Agenda

New Business

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

Joe Starks, Finance Director, provided details on the special assessment process including the steps that have been completed and those yet to be completed. He provided a summary of the ST2023-21 project and related assessment roll. He also provided details on assessment repayment and decrement opportunity. He recommended that the Council adopt Resolution No. 2024-83 as presented.

Councilmember Tillberry asked the per unit assessment rate for the project. Mr. Starks replied \$3,800. He stated that there has been notice to homeowners already and additional notification will be sent related to the public hearing date.

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

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

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

Brandon Brodhag, Assistant City Engineer, provided background information and the proposed alignment. He reviewed the items that the project consultant, Kimley Horn, has completed and the continued scope of services along with a breakdown of expenses. He provided details on funding and reviewed the next steps.

Mayor Lund asked if the City is still working to obtain easements from property owners. Mr. Brodhag replied that staff has agreements for some right-of-way acquisition and will work to resolve the remainder.

Councilmember Ostwald asked for an update on the railroad crossing closing on 77th. Mr. Brodhag commented that with the letter of support it would be requested to close 77th Way.

Councilmember Bolkcom asked for an update on timing and whether they believe the State would provide funding in the next session. Mr. Brodhag replied that the City has been pursuing Federal funding but has not yet been successful. He stated that the design funding was provided by the State which will be a benefit when continuing to apply for other funding.

Motion made by Councilmember Bolkcom to approve Resolution No. 2024-90, Approving a Scope of Services for Design Engineering of the 57th Avenue Bridge Project. Seconded by Councilmember Evanson.

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

12a. Resolution No 2024-70, Supporting Anoka County Parks Long-Range Plan for the Rice Creek West Regional Trail Corridor.

Mayor Lund stated that he requested to remove this item from the Consent Agenda because the last whereas statement in the resolution referenced number ten. He commented that he had difficulty finding item ten. He stated that the summary also states a period of three to five years for accessibility and there was no timeline for wayfinding. Mr. Wysopal commented that this is a master plan that is being revised as the original plan is from 1980. He stated that the master plan does not have dates certain within, but is meant to include these items within the Anoka County Capital Improvement Plan. He felt confident that the items will be accomplished within the identified timelines. He noted that this is more of a commitment to see that these things happen, rather than set dates of when they would happen. He commented that the items from the plan have also been incorporated in the CIP, which is satisfactory to the City. Mayor Lund commented that he has some distrust that these items will be accomplished. Mr. Wysopal provided more specific information on item ten referenced by Mayor Lund.

Motion made by Mayor Lund to approve Resolution No. 2024-70, Supporting Anoka County Parks Long-Range Plan for the Rice Creek West Regional Trail Corridor. Seconded by Councilmember Evanson.

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

Informal Status Reports

The Council provided input on the recent 49er Days festivities, thanking all the volunteers that assisted with the events. It was noted that the movie and fireworks will be rescheduled as those did not occur because of the weather. Recognition was provided to Jo Young for the work she did as President of the 49er Days Committee.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 9:12 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Receive the Minutes from the City Council Conference Meeting of June 24, 2024

Background

Attached are the minutes from the City Council conference meeting of June 24, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of June 24, 2024.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Conference Meeting of June 24, 2024

Vision Statement

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



Council Conference Meeting

June 24, 2024

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

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

Others Present: Walter Wysopal, City Manager
Mike Maher, Director of Parks and Recreation
Nic Schmidt, Project Manager
Brandon Brodhag, Assistant City Engineer

Items for Discussion

1. Cannabis Working Group Memo

The City Council received a memo with staff updates on preparing for potential Cannabis licensing in the City. No presentation or discussion, memo only.

2. Commons Park Redevelopment Update.

Mike Maher, Parks and Recreation Director, provided an update on the Commons Park building scoping and design, along with the proposed options for keeping both ballfields at Commons Park that would be displaced by the proposed plan.



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution No. 2024-91, Appointing Election Judges for the 2024 Election Year

Background

Section 4.05 of the Fridley City Charter and Minnesota Statute § 204B.21 requires the City Council (Council) to appoint Election Judges to administer election activities in each of the City's 10 polling locations on Election Day. There are two remaining election dates in 2024:

- State Primary on August 13
- General Election on November 5.

Each polling location is supervised by the Head Judge, who manages the polling location and all other Election Judges including:

- Greeter Judge, directs traffic flow and maintains order in the polling location;
- Registration Judge, oversees the registration process for voters;
- Ballot Judge, oversees the ballot counter and maintains ballot security; and a
- Technology Judge, responsible for all technology used in the polling location.

Financial Impact

Anticipated in the 2024 City Budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-91, Appointing Election Judges for the 2024 Election Year.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2024-91
- List of Election Judges

Vision Statement

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

Resolution No. 2024-91**Appointing Election Judges for the 2024 Election Year**

Whereas, Section 4.05 of the Fridley City Charter requires the Fridley City Council to appoint at least two Election Judges and one Head Judge to each of the City's polling locations; and

Whereas, Minnesota Statute § 204B.21 requires the Fridley City Council to appoint all Election Judges for its municipal elections.

Now therefore be it resolved, the City Council of the City of Fridley hereby appoints the individuals listed in Exhibit A to act as Election Judges for municipal elections in the City of Fridley on August 13, 2024.

Be it further resolved, the City Clerk is hereby authorized to appoint additional Election Judges as needed, pursuant to Minnesota Statute § 204B.21 subd. 2.

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Tara	Anderson-Huberty
Donna	Bahls
Jerold	Bahls
Alex	Behling
Margaret	Betzold
Don	Blakeslee
Mary	Blashill
Brendan	Bremener
Barbara	Breza
Dorothy	Brutlag
Kathy	Busch
Susan	Cameron
Angela	Clarke
Mark	Corless
Jason	Czech
Bee	Davidson
Anna	Disco
Anne	Dreblow
Justin	Dritz
Barb	Ernster
Alan	Fiene
Donald	Findell
Therese	Frederick
Ibsen	Gabriel
Kathy	Garman
Judith	Green
Catherine	Harrington
Katherine	Hebert
Franklin	Heller
Phyllis	Hildreth
Robert	Hosman
Leah	Howe
Wayne	Howe
Teresa	Hub
Matt	Jorgenson
Rachel	Jorgenson
Megan	Kehoe
Colleen	Kennedy
Renate	Koppes
Londa	Kroone
LaVonne	Kulseth
Aaron	Kurrell
Amy	LaMere
John	Larsen
Gina	Larson
Kyle	Larson
Christine	Lauer

Joyce	Lloyd
Randall	Lohmer
Judith	McHugo
Angela	McShane
Christopher	Moore
Arnold	Nelson
Oluwaseyi	Olawore
Jennifer	Ollila
Aaron	Peterson
Elaine	Pitezal
Bruce	Pomerantz
Anna	Pribula
Robert	Redman
William	Rust
Joshua	Sandey
Jennifer	Schneider
Donna	Siedlecki
Mary	Simms
Brenda	Smith
Ron	Thureen
Susan	Tienter
Jodi	Toupal
Jennifer	Tuder
Dolores	Varichak
Stephen	Varichak
Kate	Wesselink
Joyce	Windsperger-Rubio
Beverly	Wuertz
Brent	Younkin



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-93, Approving Change Order No. 3 (Final) for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Background

Attached is Change Order No. 3 (Final) for the for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21. This project includes street rehabilitation on 53rd Avenue from Main Street to Trunk Highway 65 (Central Avenue), installation of a new bituminous trail on the south side of 53rd Avenue from Main Street to Central Avenue, and installation of a concrete sidewalk on the north side of 53rd Avenue from Trunk Highway 47 (University Avenue) to Monroe Street. This project is part of the City of Fridley's (City) regular street maintenance program and is a shared roadway between the City and the City of Columbia Heights for the segment of 53rd Avenue between Trunk Highway 47 (University Avenue) to Trunk Highway 65 (Central Avenue).

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

The amount of this change order is \$28,479.40. Total work included in Change Order No. 3 (final) would increase the contract by 1.3%. Cumulative change orders to this project, including Change Order No. 3, would total 23.8% of the original contract. A summary of the changes is attached.

Additional work was required due to the following:

Mobilization (CO3.01)

There was remaining work to be completed in 2024 for the 53rd Avenue Trail and Walk Improvement Project. This required an additional mobilization fee from the Contractor.

CO3.01 accounted for \$8,825.00 of the change order. The City of Columbia Heights will fund \$4,412.50 and City of Fridley will fund \$4,412.50 with their respective Minnesota State Aid System Funds and Street CIP Fund.

Vision Statement

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

Additional 2024 Work (CO3.02)

The additional 2024 work completed in 2024 includes removing of bituminous pavement to install the concrete sidewalk and installation of the bituminous trail near Medtronic and Discount Tire along with concrete ped ramps and ADA truncated domes.

This work was delayed due to two primary reasons in 2023. The first delay was from the construction of the 53rd Avenue Turnabout (City) project occurring at the same time as the 53rd Avenue Trail and Walk Improvements Project. The turnabout project was delayed by 2 weeks due to unforeseen conditions which affected the schedule and work of the trail project. The second reason for the 2024 work was the delay caused by a private utility conflict that slowed down the work for the trail project. These two slowdowns pushed the trail project to the middle of November of 2023. City Staff worked with all parties from the turnabout and trail project including the private utility company to determine the best course of action. Below is a summary of the 2024 work.

Tabulation Summary for CO3.02

ITEM NO.	DESCRIPTION	Fridley	Columbia Heights	TOTAL COST
		COST	COST	
CO3.02	Remove Bituminous Pavement	\$ 473.85	\$ -	\$ 473.85
	Type SP 9.5 Wearing Course Mix (2,C) - Trail	\$ -	\$ 5,937.60	\$ 5,937.60
	4" Concrete Walk	\$ 984.15	\$ -	\$ 984.15
	6" Concrete Walk	\$ -	\$ 6,699.00	\$ 6,699.00
	Truncated Domes	\$ -	\$ 787.00	\$ 787.00
		CO3.02 TOTAL =		\$ 23,707.00

CO3.02 accounted for \$14,882 of the change order. The City of Columbia Heights's portion of the cost is \$13,424 and City of Fridley's portion of the cost is \$1,458. City Staff are determined to go after the private utility for the above total cost incurrence due to delay.

Saw and Seal (CO3.03)

The Contractor communicated with City Staff stating that the saw and seal quantities will be over the expected amount. City Staff directed the Contractor to continue and complete the saw and seal for the entire 53rd Avenue project area. Saw and seal is when the contractor cuts expansion joints into the road on a consistent interval and then fills the joint with a sealer. This process allows the pavement to expand and contract to reduce pavement cracking over time.

CO3.03 accounted for \$4,772.40 of the change order and will be funded out of the State Aid System Funds and Street CIP Fund.

Vision Statement

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

Change Order No 3. (Final) Tabulation Summary

ITEM NO.	DESCRIPTION	Fridley	Columbia Heights	TOTAL COST
		COST	COST	
CO3.01	Mobilization	\$ 4,412.50	\$ 4,412.50	\$ 8,825.00
CO3.02	2024 Extra Work	\$ 1,458.00	\$ 13,424.00	\$ 14,882.00
CO3.07	Saw and Seal	\$ 4,772.40	\$ -	\$ 4,772.40
		\$ 10,642.90	\$ 17,836.50	\$ 28,479.40
		CHANGE ORDER NO. 3 TOTAL =		\$ 28,479.40

Financial Impact

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

Recommendation

Staff recommends the approval of Resolution No. 2024-93. Approving Change Order No. 3 (Final) for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution 2024-93
- Change Order No. 3 (Final) for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

Vision Statement

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

Resolution No. 2024-93

Approving Change Order No. 3 (Final) for 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

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

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

Whereas, City staff directed the Contractor to perform work for the items that are incorporated into this change order as enumerated in the agenda report; and

Whereas, work under this change order would increase the contract by \$28,479.40, or 1.3%; and

Whereas, cumulative additional work has been directed by the City that modified the contract from \$1,776,297.26 to \$2,198,486.19 (a 23.8% increase) to meet the goals and requirements of the project.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Approval of Change Order No. 3 (Final) for the 53rd Avenue Trail and Improvements Project ST2023-21 in the amount of \$28,479.40.

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Public Works Department

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

2-Jul-24

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

SUBJECT : Change Order No. 3 53rd Avenue Trail and Walk Improvements Project No. ST2023-21

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

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
CO3.01	Mobilization	LUMP SUM	1.00	\$ 8,825.00	\$ 8,825.00
CO3.02	Remove Bituminous Pavement	SQ FT	243.00	\$ 1.95	\$ 473.85
CO3.03	Type SP 9.5 Wearing Course Mix (2,C) - Trail	LIN FT	96.00	\$ 61.85	\$ 5,937.60
CO3.04	4" Concrete Walk	SQ FT	243.00	\$ 4.05	\$ 984.15
CO3.05	6" Concrete Walk	SQ FT	1,914.00	\$ 3.50	\$ 6,699.00
CO3.06	Truncated Domes	SQ FT	254.00	\$ 3.10	\$ 787.40
CO3.07	Saw and Seal	LIN FT	1,164.00	\$ 4.10	\$ 4,772.40
CHANGE ORDER NO. 1 TOTAL =					\$ 28,479.40

Original Contract Amount:	\$1,776,297.26	
Prior Change Orders Approved:	\$ 394,215.06	22.2% of Original Contract Amount
This Change Order:	\$ 28,479.40	
Proposed Contract Amount:	\$2,198,991.72	23.8% of Original Contract Amount

Submitted and approved by James Kosluchar, Director of Public Works, on the 9th Day of July 2024

James P. Kosluchar, Director of Public Works

Approved and accepted this ____ th day of _____, 2024 by Park Construction Company

Park Construction Company Representative

Approved and accepted this ____ th day of _____, 2024 by the City of Fridley

Scott Lund, Mayor

Walter T. Wysopal, City Manager



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director

Title

Resolution No. 2024-94, Approving a First Amendment to Existing Tower Site Lease Agreement with T-Mobile for the Commons Park Tower

Background

Attached is an amendment to a 2005 lease agreement with T-Mobile for the Commons Park site. The amendment is requested by T-Mobile, as they are adding infrastructure supporting the site, including a generator to improve the resiliency of their telecommunications facilities.

The amendment extends the lease to 2030 with three additional five-year renewals that may be mutually agreed upon. The rent amount continues as provided for in the current lease and is adjusted annually based on the Consumer Price Index, along with additional equipment the tenant has installed. The lease currently generates approximately \$40,000 per year in revenue for the City of Fridley (City). The lease contemplates a new tower at the site which may be constructed by the City in anticipation of the replacement of the elevated water tower and requires T-Mobile to relocate to this tower at the time of its construction.

The remaining lease terms are agreed to without amendment, and the site remains one of the approved telecommunications sites identified by the City Code. The continuation of the lease will provide additional resiliency of service for the tenant's subscribers living, working, and visiting our community.

It is our request to approve the attached lease with the ability to incorporate any final amendments requested by the City Attorney's office, due to the urgency requested by the tenant.

Financial Impact

Continuation of the lease provides a certain revenue stream to the City for leasing to this tenant, currently roughly \$40,000 per year.

Recommendation

Staff recommends the approval of Resolution No. 2024-94, Approving a First Amendment to Existing Tower Site Lease Agreement with T-Mobile for the Commons Park Tower.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2024-94
- First Amendment to Tower Site Lease Agreement

Vision Statement

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

Resolution No. 2024-94**Appriving a First Amendment to Existing Tower Site Lease Agreement with T-Mobile for the Commons Park Tower**

Whereas, in 2005, the City of Fridley (City) and T-Mobile entered into a tower site lease as Landlord and Tenant respectively for the Commons Park Water Tower; and

Whereas, T-Mobile is making certain improvements to their equipment that will add resiliency to their site and services; and

Whereas, in making these improvements, T-Mobile has requested an extension of the current lease through an Amendment to ensure long-term viability of the site; and

Whereas, the Amendment is attached, new terms of which include continuation of rent paid to the City, extension of the tower site lease timeframe, and relocation should the City build a new tower; and

Whereas, staff and T-Mobile's representative have agreed in principle to these terms, which will require further legal review.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the attached First Amendment to Existing Tower Site Lease Agreement with T-Mobile for the Commons Park Tower, subject to final edits provided by the City Attorney's office.

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT (“Amendment”) is made and entered into by and between the City of Fridley, Minnesota, a Minnesota municipal corporation (“Landlord”), and T-Mobile Central, LLC (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Tower Site Lease agreement dated April 15th, 2005 (the “Lease”), with respect to Premises located at 601 61st Avenue, Fridley, Minnesota, 55432.

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

The foregoing Recitals are expressly made a part of this First Amendment and are incorporated herein by this reference. All capitalized terms used, but not defined herein, shall have the same meaning as in the Lease.

1. Effective as of July 17, 2024, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. The following supplements Paragraph 2.5 of the Lease:

Further, should Landlord construct a telecommunications tower at the site, upon at least one-hundred eighty (180) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to relocate its equipment to that facility, provided the performance of the new facility is equivalent or better. Landlord will coordinate with Tenant any such new telecommunications tower to enable providing similar performance for Tenant's equipment.

3. The following is added to Paragraph 3 of the Lease:

The term of the Lease is hereby extended to midnight on July 17, 2030 (the “**Current Term**”), and Tenant shall have the right to extend this Lease for three (3) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Lease. The Lease shall automatically renew for each Renewal Term, unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Current Term or immediately preceding Renewal Term. All references to Renewal Term in the Lease shall include the Renewal Terms set forth in the First Amendment. If Tenant shall remain in possession of the Premises at the expiration of the Lease and First Amendment, without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease.

4. The following supplements Paragraph 4 of the Lease:

Upon Amendment of the lease, unless otherwise provided for, Tenant agrees to pay rent to Landlord in accordance with and in continuation of the payment schedule in the original lease as amended including any escalators applied. Tenant also agrees to evaluate payments to date and make payment or receive credit for any amounts due to Tenant or Landlord at the time of amendment, and at any time either party may request such a settlement of payments is requested by either party.

5. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. A1O0819E
12920 SE 38th Street
Bellevue, WA 98006

If to Landlord:

City of Fridley
7071 University Avenue N.E.
Fridley, MN 55432
Attn: City Manager

6. Each person signing this First Amendment on behalf of Landlord or Tenant represents that he or she is duly authorized to sign this First Amendment and to bind the party on behalf of which such person is signing. If there is a conflict between the Lease and this First Amendment, this First Amendment shall prevail.

7. Landlord warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Landlord's execution of this First Amendment, or if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

8. The Lease remains in full force and effect as amended by this First Amendment and is hereby ratified and confirmed by the parties.

9. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this First Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date of the last signature below.

T-Mobile USA, Inc.

City of Fridley, MN

By:_____

By:_____

Name:_____

Name:_____ Scott Lund

Title:_____

Title:_____ Mayor

Date:_____

Date:_____

By:_____

Name:_____ Walter Wysopal

Title:_____ City Manager

Date:_____

T-MOBILE SITE #
A100819E

T-MOBILE PROJECT ID #
A100819E-0002367476

T-MOBILE SITE NAME
FRIDLEY COMMONS WT



NATIONAL HARDENING PROJECT

SITE ADDRESS
601 61ST AVE.
FRIDLEY, MN 55432

FACILITY OWNER ID
N/A

T-Mobile
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

Concordia
361 RANDY RD, UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

SCOPE OF WORK

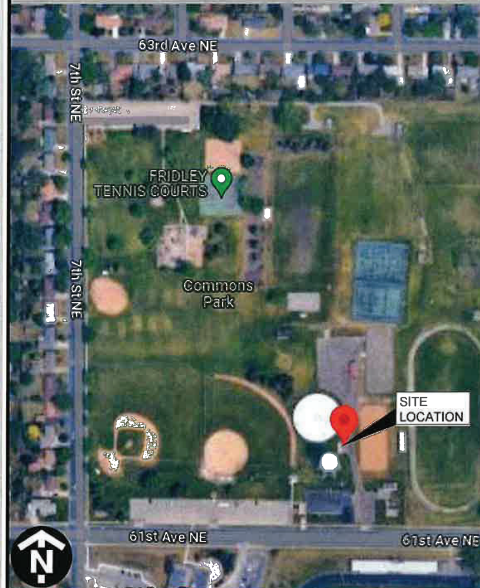
THE SCOPE OF WORK CONSISTS OF:

1. INSTALLATION OF NEW 48KW GENERAC RD048 GENERATOR W/ 240 GALLON DIESEL TANK.
2. INSTALLATION OF NEW AUTOMATIC TRANSFER SWITCH.
3. INSTALLATION OF NEW 4'-0" X 9'-0" CONCRETE PAD.
4. INSTALLATION OF (1) NEW 10 LB ABC FIRE EXTINGUISHER INSIDE WEATHERPROOF CABINET
5. INSTALLATION OF NEW CONDUITS FOR POWER & COMMUNICATION FOR PROPOSED GENERATOR & AUTOMATIC TRANSFER SWITCH
6. INSTALLATION OF (1) NEW 20 AMP 1-POLE BREAKER FOR GENERATOR BLOCK HEATER & LABEL "GEN GFCI"
7. INSTALLATION OF NEW FENCE EXPANSION W/ GATE

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
SP-1	SITE NOTES
SP-2	GENERAL NOTES & SPECIFICATIONS
A-1	SITE PLAN
A-1A	EQUIPMENT LAYOUT
A-2	GENERATOR ELEVATION
A-3	SIGNAGE
A-4A	CHAIN-LINK FENCE DETAILS
A-4A	ARCHITECTURAL & CIVIL DETAILS
S-1	CONCRETE PAD DETAILS
E-1	UTILITY PLAN AND DETAILS
E-2	ALARM SCHEDULE
EG-1	GROUNDING DETAILS
EG-2	GROUNDING DETAILS
SPEC-1	GENERATOR SPECIFICATIONS
SPEC-2	GENERATOR SPECIFICATIONS
SPEC-3	GENERATOR SPECIFICATIONS
SPEC-4	GENERATOR SPECIFICATIONS
SPEC-5	GENERATOR SPECIFICATIONS
SPEC-6	ATS SPECIFICATIONS
SPEC-7	ATS SPECIFICATIONS

AERIAL MAP



APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:

1. MINNESOTA BUILDING CODE 2020
2. MINNESOTA ENERGY CODE 2020
3. MINNESOTA MECHANICAL AND FUEL GAS CODE 2020
4. NATIONAL ELECTRIC CODE (NEC) 2020
5. MINNESOTA FIRE CODE 2020
6. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
7. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION
8. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM MINNEAPOLIS-ST. PAUL INT. AIRPORT

1. HEAD NORTHWEST ON GLUMACK DR 0.2 MI; SLIGHT LEFT 0.1 MI
2. TURN LEFT TOWARD NORTHWEST DR 233 FT; CONTINUE ONT NORTHWEST DR 0.1 MI
3. AT THE TRAFFIC CIRCLE, CONTINUE STRAIGHT 358 FT
4. SLIGHT LEFT ONT GLUMACK DR 0.2 MI
5. USE THE LEFT 2 LANES TO STAY ON GLUMACK DR 82 FT
6. KEEP LEFT AT THE FORK AND MERGE ONT MN-55 E 0.5 MI; MERGE ONT MN-55 E 0.3 MI
7. USE THE RIGHT 2 LANES TO TAKE THE MN-55 W MN-55 E EXIT TOWARD MINNEAPOLIS FT SNELLINGHASTINGS 0.4 MI
8. KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR MN-55 W AND MERGE ONT MN-55 W MN-55 W; CONTINUE TO FOLLOW MN-55 W 4.8 MI
9. USE THE RIGHT 2 LANES TO MERGE ONT I-35W N 4.9 MI
10. USE THE MIDDLE LANE TO KEEP LEFT AT THE FORK AND FOLLOW SIGNS FOR DOWNTOWN/94 0.3 MI; TAKE THE EXIT ONT I-94 W 8.1 MI
11. USE THE RIGHT LANE TO TAKE EXIT 225 FOR MN-255 N TOWARD INTERSTATE 694 E 0.1 MI
12. KEEP RIGHT TO STAY ON EXIT 225; FOLLOW SIGNS FOR I-694 E AND MERGE ONT I-694 E 1.0 MI
13. TAKE EXIT 37 FOR MN-47/UNIVERSITY AVE 0.2 MI
14. KEEP LEFT TO CONTINUE TOWARD MN-47/UNIVERSITY AVE NE 400 FT
15. TURN LEFT ONT MN-47/UNIVERSITY AVE NE 0.8 MI
16. TURN RIGHT ONT 61ST AVE NE 0.3 MI
17. TURN LEFT 75 FT; TURN RIGHT 197 FT

DESTINATION WILL BE ON THE RIGHT
TOTAL TRAVEL ESTIMATE: 22.4 MI, 27 MINS

PROFESSIONAL LICENSURE

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.

SIGNATURE: *G. Sadat*
TYPED OR PRINTED NAME: Ghazwan M Sadat
DATE: 05/03/24 LICENSE NUMBER: 62397

UTILITY LOCATE SERVICE



Know what's below.
Call 811 before you dig.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS AT THE PROJECT SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GC SHALL CONTACT THE A&E FIRM PRIOR TO BID WALK AND CONSTRUCTION START TO CONFIRM THAT DRAWINGS ARE THE MOST RECENT SET.

PROJECT CONTACTS

APPLICANT: T-MOBILE
1400 OPUS PLACE
DOWNERS GROVE, IL 60515
MAIN: (773) 444-5400

ENGINEERING CONTACT: CONCORDIA WIRELESS
GM SADAT, PE
PHONE: (847) 981-0801
FAX: (847) 981-0803

FACILITY OWNER: CITY OF FRIDLEY
7071 UNIVERSITY AVE. NE,
FRIDLEY, MN 55432
ATTN: CITY MANAGER

SITE ACQUISITION CONTACT: CONCORDIA WIRELESS
ANN KOOYMAN
PHONE: (224) 242-6752



SITE INFORMATION

LATITUDE: N 45° 04' 46.80" / 45.07967 (NAD 83)
LONGITUDE: W 93° 15' 17.80" / -93.2549 (NAD 83)

SITE TYPE: WATER TANK

JURISDICTION: CITY OF FRIDLEY

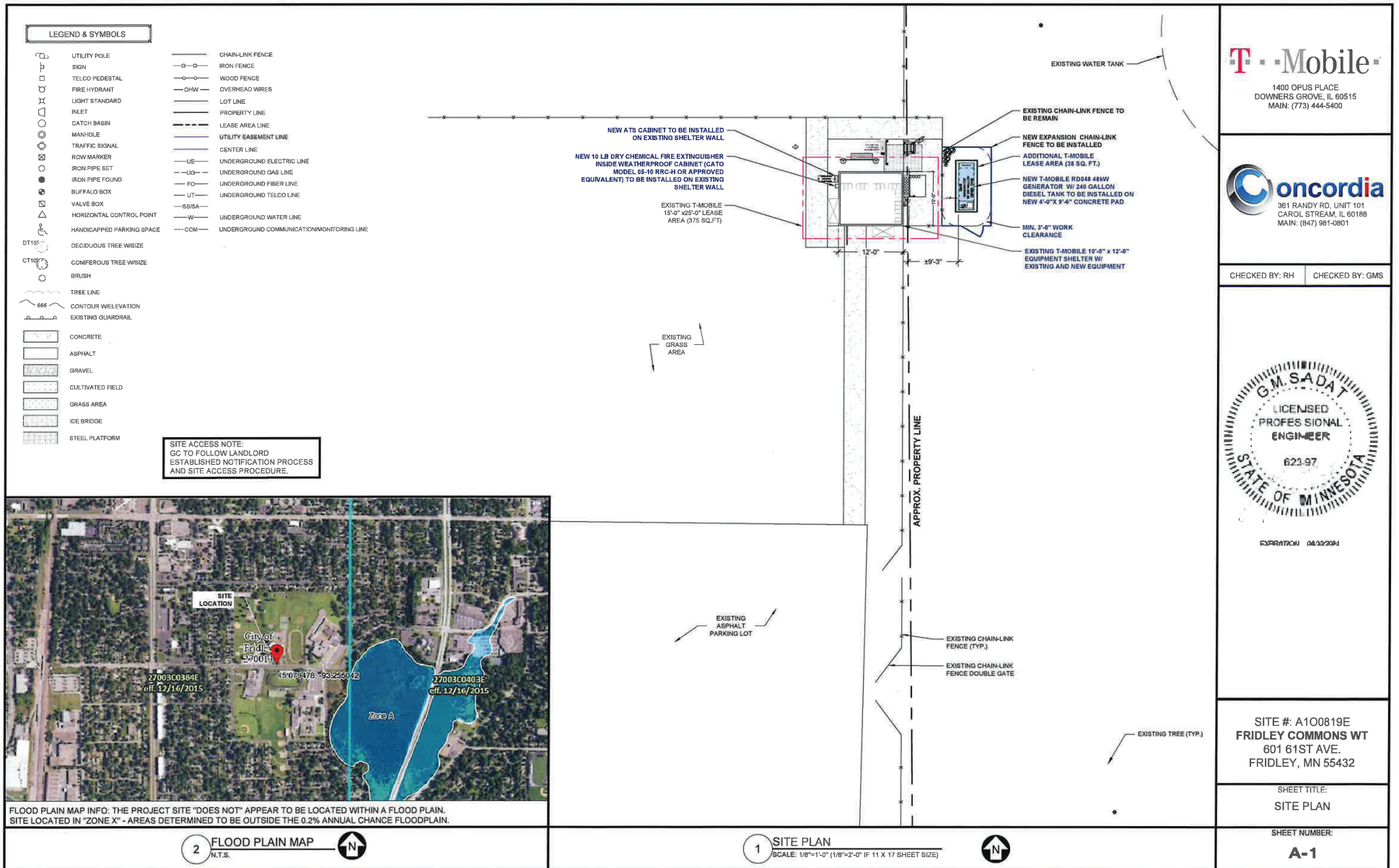
COUNTY: ANOKA

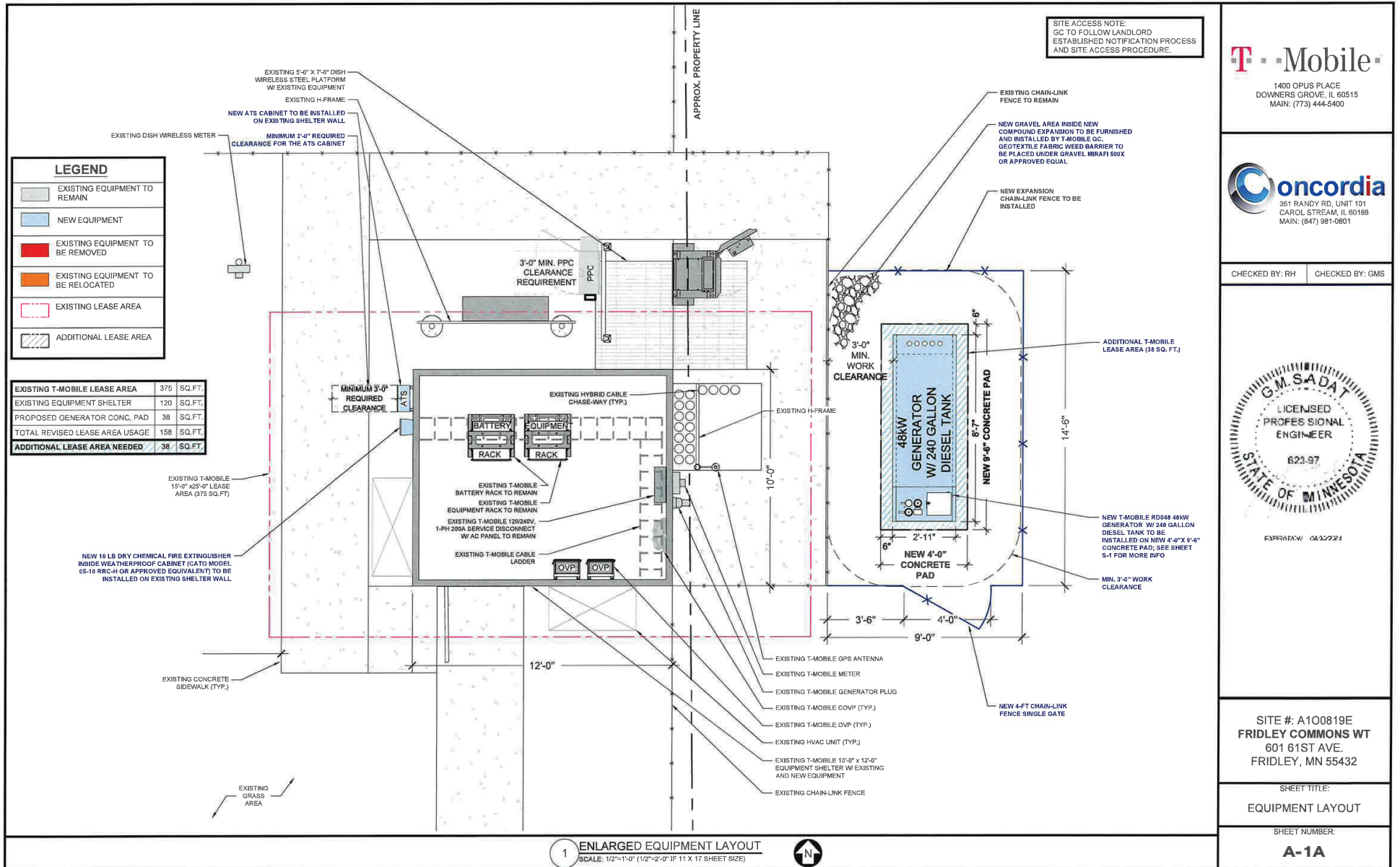
PIN: 14-30-24-43-0032

SITE #: A100819E
FRIDLEY COMMONS WT
601 61ST AVE.
FRIDLEY, MN 55432

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1





© 2024 CONCORDIA GROUP, LTD. THESE DOCUMENTS/DRAWINGS ARE PRODUCED BY AND ARE THEREFORE THE INTELLECTUAL PROPERTY OF CONCORDIA GROUP, LTD. DO NOT COPY, REPRODUCE, REVERSE-ENGINEER OR REPLICATE ANY PARTS OF THESE DOCUMENTS/DRAWINGS IN ANY MANNER WITHOUT OBTAINING WRITTEN CONSENT FROM CONCORDIA GROUP, LTD.

TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT ("Lease") is made and entered into as of the 28 day of March, 2005, by and between the City of Fridley, Minnesota, a Minnesota municipal corporation ("Landlord"), and VoiceStream Minneapolis, Inc., a Delaware corporation ("Tenant").

AGREEMENTS

1. PREMISES

Landlord owns certain property legally described on Exhibit A ("Property"), and the Fridley Commons Park Water Tower (the "Water Tower") located thereon. Subject to the terms and conditions specified in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the portion of the Property legally described on Exhibit "B" and the space on the Water Tower depicted on Exhibit "F" (collectively, the "Premises"). Landlord also grants Tenant the access Easement and Utility Easement described in Section 5 of this Lease on, over, under and upon the Property and adjacent land of Landlord.

2. USE

2.1. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Tenant's communications equipment, including, but not limited to the following:

(a) Any and all antennas, dishes and/or grids as Tenant may deem appropriate, and Emergency 911 Service antennas and related cabling and equipment;

(b) Transmission lines and mounting and grounding hardware;

(c) A concrete pad and a communications equipment shelter or equipment cabinets (the "Communication Shelter") containing, without limitation, telecommunications equipment consisting of base stations, wireless communication equipment, switch(es), power supply(ies), batteries, and accessories; and

(d) An emergency generator to be located, at Tenant's option, within the Communication Shelter, adjacent to the Communication Shelter or within a separate shelter adjacent to the Communication Shelter. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) may be located either inside or outside the shelter(s), in accordance with applicable building codes.

For the purpose of this Lease, all of Tenant's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communication Shelter, generator, generator shelter, accessories, and the necessary appurtenances will be referred to herein collectively as the "Communications Facility".

2.2. The above-described Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant has the right to make alterations to the Communications Facility, with the exception of equipment constructed on the Water Tower itself, from time to time as Tenant determines to be necessary or desirable. After the initial installation of the Communications Facility in accordance with the plans and specifications attached hereto as Exhibit F, the installation of any additional equipment to the Communications Facility with the exception of equipment constructed on the Water Tower itself, or other equipment or property owned by Tenant that is intended to be located on the

Premises, shall not occur without the prior notice to the Landlord, who shall have ten (10) business days to review and approve notification or installation of additional equipment shall be deemed approved, and Landlord's approval shall not be unreasonably withheld or conditioned. Notwithstanding anything to the contrary herein, Tenant may alter, modify or add to the ground based portion of its Communications Facility without Landlord's consent or approval so long as any such alteration, modification or addition does not extend beyond or expand the boundaries of the Premises.

2.3. Access to the Water Tower itself for routine maintenance and repairs of Tenant's tower-mounted equipment shall require forty-eight (48) hours telephonic notice to the City of Fridley; provided, however, that if emergency repairs to Tenant's tower-mounted equipment are necessary, City will use its best efforts to allow Tenant access to the Water Tower as soon as reasonably possible after Tenant telephonically notifies City of the need to make such emergency repairs. A City employee must be present to admit any non-City workers onto the site. Background checks of non-City employees may be required at the City's discretion.

2.4. Any of the Tenant's equipment that is visible on the outside of the Water Tower must be painted, covered, or landscaped in such a way as to match the exterior paint color of the Water Tower or to otherwise minimize the visual impact of the Communications Facility at the site. Any additional cost to the Landlord for painting or cleaning the Water Tower that is the direct result of the location of Tenant's equipment on the outside of the Water Tower must be borne by Tenant. Tenant further agrees to build, design and maintain any such exterior equipment so as to prevent any damage resulting from routine Water Tower maintenance by Landlord.

2.5. Upon at least sixty (60) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove its equipment as a result of Landlord's painting or other maintenance of the Water Tower. Should Landlord and Tenant agree that the scheduled maintenance or painting of the Water Tower will prevent Tenant from using the Water Tower as a Communications Facility, and it is reasonable and feasible for Tenant to temporarily relocate rather than leave in place and protect its equipment, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and in such event, Tenant shall not be required to pay rent to Landlord during the period that Tenant is prevented from using the Water Tower mounted antennas.

3. TERM

3.1. Primary Term.

The primary term ("Primary Term") of this Lease will be for five (5) years, commencing on the date that Tenant begins construction on the Premises ("Commencement Date"), and will terminate at 11:59 p.m. on the date immediately preceding the fifth anniversary of the Commencement Date, unless sooner terminated as provided herein. Notwithstanding anything to the contrary in the Lease, neither the Primary Term nor Tenant's obligation to pay rent will commence unless and until Tenant begins construction on the Premises, provided, however, that if Tenant does not begin construction by June 30, 2006, this Lease will terminate, be null and void and of no further force or effect, and neither party will have any further rights, duties or liabilities under this Lease.

3.2. Extended Term

Tenant is granted the option to extend the term of this Lease for four (4) additional periods of five (5) years each ("Extended Term"), provided Tenant is not then in default under this Lease. Each of Tenant's options to extend will be deemed automatically exercised without any action by either party

unless Tenant gives written notice of its decision not to exercise any option(s) to Landlord before expiration of the then current term.

4. RENT

Tenant agrees to pay rent to Landlord monthly in advance beginning on the Commencement Date an amount equal to one thousand six hundred fifty dollars (\$1,650.00) for attaching up to nine (9) antennas and eighteen (18) lines of coaxial cable to the Water Tower and one hundred dollars (\$100.00) for attaching each additional antenna (with two (2) lines of coaxial cable per additional antenna) to the Water Tower, which base amount will be increased annually by an amount equal to the increase in the Consumer Price Index (CPI), but by no less than two percent (2%) and no more than five percent (5%). Tenant's first installment of Rent will be paid to Landlord within twenty (20) days after the Commencement Date, and subsequent installments of Rent shall be paid in advance on or before the first day of each month. Payments for any partial months shall be prorated.

The CPI shall mean the "Consumer Price Index" for All Urban consumers, All Cities, All Items (1984=100%), as published by the United States Department of Labor statistics, or if such index shall be discontinued, the successor index as mutually agreed upon by the parties. To determine the annual rental increase to be paid by Tenant under the CPI adjuster, the annualized rental for previous year shall be multiplied by a percentage figure, computed from a fraction, the numerator of which shall be the CPI for the third quarter of the preceding year and the denominator of which shall be the CPI for the corresponding quarter of one year earlier. Such fraction shall be converted to a percentage equivalent. The resulting percentage figure shall be multiplied by the previous year's rent. Rent will be paid to Landlord at its address designated in Section 8.

5. ACCESS AND UTILITIES

Subject to prior review and approval by Landlord of drafted plans or designs for access over any such lands, rights-of-way or easements, which approval shall not be unreasonably delayed, conditioned or withheld, Landlord grants to Tenant, for use by Tenant, its employees, agents, contractors and by utility companies, an easement and license over, under, upon and across the adjoining lands of Landlord, and rights-of-way or easements owned or leased by Landlord, on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). If in Tenant's reasonable opinion, such Access Easement and Utility Easement will be over and lie within existing roads, parking lots and/or roads hereafter established by Tenant, Tenant may improve the Access Easement by grading, graveling and/or paving. The Access Easement, to the extent further identified, is more particularly described on Exhibit C, and the Utility Easement, to the extent further identified and not lying within the Access Easement, is more particularly described on Exhibit D. Tenant will notify Landlord of any change in the particular location of any Access Easement or Utility Easement, if such differs from the descriptions on Exhibit C and D hereto.

6. UTILITIES

Tenant will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair thereof will be paid for by Tenant. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning

damage to the Communications Facility. Landlord will reasonably cooperate with Tenant's efforts to improve existing utilities on the Property for Tenant's use, or to connect the Communications Facility to existing utilities on the Property, and Landlord will execute any easement, right-of-way or similar agreement that Tenant or a utility service provider may reasonably request for any such purposes.

7. HOLDING OVER

If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay monthly rent as per Section 4. Tenant will continue occupying the Premises from month-to-month until terminated by Landlord or Tenant by the giving of thirty (30) days' prior written notice to the other.

8. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, or by a nationally recognized overnight courier service, and addressed to the applicable party as follows:

Landlord: City of Fridley
6431 University Avenue N.E.
Fridley, MN 55432
Attention: City Manager
Phone #: 763-572-3506
Fax #: 763-571-1287

Notice for access to the Water Tower for maintenance or repairs shall be made to the Fridley Public Works Department at 763-572-3566 Monday through Friday 7 a.m.- 3:30 p.m. or to Anoka County Dispatch at 763-427-1212 for emergency after hours access.

Tenant:

VoiceStream Minneapolis, Inc.
c/o T-Mobile
8550 W. Bryn Mawr Ave, Suite 100
Chicago, IL 60631
Attn: Lease Administration
W/ a copy to: Legal Department

With a copy to:

T-Mobile USA
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administration
W/ a copy to: Legal Dept.

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including the reasonable costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including the reasonable costs or expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees, licensees. The provisions of this Section 9 will survive the termination of this Lease. Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other party for, or indemnify the other party against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities.

10. TERMINATION

10.1. In addition to the right to terminate granted in Section 11 of this Lease, Tenant has the right to terminate this Lease at any time upon any of the following events:

10.1.1. Upon providing Landlord ninety (90) days prior written notice; or

10.1.2. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained, or is revoked, or if Tenant determines the cost of obtaining such approval is prohibitive; or

10.1.3. If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference.

10.2. Tenant will give Landlord thirty (30) days written notice of termination of this Lease under the terms of section 10.1.2 or 10.1.3. above. Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 20 of this Lease, the prompt reimbursement of pro-rata prepaid rent and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the Commencement Date of this Lease, as near as practicable (save and except the portion (if any) of the concrete pad below the Communications Shelter below three (3) feet below grade and any underground utilities and normal wear and tear).

11. DEFAULT

If Tenant fails to comply with any material provision of this Lease, including, without limitation, failure to maintain the Premises and the Communications Facility in a manner consistent with public health and safety or causing or permitting a nuisance on the Premises, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Landlord, Landlord may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which Landlord may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Landlord is entitled to collect damages or otherwise remedy such default, and if Landlord seeks enforcement of its

rights through an attorney or other legal procedures, Landlord is entitled to collect, in addition to any other amounts owed, is reasonable costs and attorneys' fees thereby incurred.

If Landlord fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant, Tenant may, at its option, cure the failure at Landlord's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of Landlord's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, Landlord will not be deemed to be in default under this Lease if Landlord commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect damages or otherwise remedy said default, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated.

12. TAXES

Unless separately billed to Tenant by a taxing authority, Tenant will pay annually to Landlord an amount equal to any increase in real estate taxes directly attributable to any improvement to the Premises made by Tenant. Tenant will pay to Landlord Tenant's share of any such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by Landlord. Landlord must pay annually when due all real estate taxes and assessments attributable to the Premises, the Access Easement, the Utility Easement, and the tax lot(s) of which they are a part. Upon written request by Tenant, Landlord will furnish evidence of payment of such assessments and taxes.

13. INSURANCE

13.1. Required Insurance of Tenant

Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

13.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility (excluding, however, the Water Tower);

13.1.2. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000.00 (some or all of which may be provided under an excess or umbrella liability policy maintained by Tenant) combined single limit for each occurrence for bodily

injury, personal injury and property damage liability, naming Landlord as an additional insured; and

13.1.3. Workers' Compensation and Employer's Liability insurance.

13.2. Required Insurance of Landlord

Landlord must, during the term of this Lease and at Landlord's sole expense, obtain and keep in force, the following insurance:

13.2.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the site, in an amount not less than 90% of the full replacement cost of the Property (excluding, however, the Communications Facility); and

13.2.2. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, in limits not less than \$600,000 combined single limit for each occurrence for bodily injury and property damage liability, naming Tenant as an additional insured.

13.3. Policies of Insurance

Tenant's required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. Landlord's required insurance policies must be taken out with the League of Minnesota Cities Insurance Trust. Each party will deliver certificates of insurance to the other party upon request. All policies must contain an undertaking by the insurers to notify the other party in writing not less than fifteen (15) days before any reduction in coverage, cancellation, or termination of the insurance.

14. (RESERVED)

15. FIXTURES

Landlord covenants and agrees that no part of the Communications Facility or improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by Landlord will be or become, or be considered as being, affixed to or a part of Landlord's real property; and any and all such provisions and principles of law to the contrary notwithstanding, it is the specific intention of Landlord to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by Landlord, will be and remain the property of Tenant despite any default or termination of this Lease and may be removed by Tenant any time in Tenant's discretion provided that Tenant at its expense restores the Premises pursuant to Section 10.2.

16. MEMORANDUM OF AGREEMENT

After preparation of the legal descriptions of the Premises, Access Easement and Utility Easement, each party, at the request of the other, will sign a Memorandum of Lease and easements. Tenant, at its sole expense, may record the Memorandum of Lease and Easements in the land records of the recording office(s) responsible for notice purposes.

17. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall have the right to assign or otherwise transfer this Lease without Landlord's consent to any person or business entity which is authorized pursuant to and FCC licensed to, operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant or Tenant's parent, or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Upon any assignment of the Lease pursuant to this paragraph, Tenant shall remain liable for any liabilities existing prior to the date of the assignment, but Tenant shall be relieved of all future liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all future liabilities and obligations hereunder.

18. PERMITS

Landlord acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. Landlord agrees to fully cooperate with Tenant in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Permits.

19. DEBT SECURITY

Tenant may, without Landlord's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and delivery any and all instruments for the purpose of securing bona fide indebtedness any or all of Tenant's interest in this Lease, or any part thereof, and any and all of Tenant's right, title, and interest in and to any and all of the Communications Facility. Promptly on Tenant's or Tenant's lender's request, Landlord shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents requested by any of Tenant's lenders including but not limited to waivers of Landlord's right to levy or distrain upon for rent any of Tenant's property given as security for a debt, consents that none of the Communications Facility shall become fixtures, consents to giving notice to Tenant's lender(s) in the event of Tenant's default under the provisions of this Lease, consents to Tenant's assignment to any lender(s) of any and all of Tenant's interest in or to this Lease and the Communications Facility and nondisturbance agreements from Landlord and Landlord's lenders. Tenant shall reimburse Landlord for any reasonable costs incurred in the execution and delivery of any documents, as well as any other expenses resulting from an obligation incurred as the result of this Section.

20. ENVIRONMENTAL MATTERS

Landlord represents that, to the best of its knowledge, the Premises, Access Easement and Utility Easement and any existing improvements thereon, are free of hazardous substances, toxic substances and/or contamination (collectively, "Hazardous Substances"). Landlord agrees that it will not introduce or use any Hazardous Substances on the Property in violation of any applicable law.

Tenant and Landlord will indemnify, protect, defend and hold harmless the other from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, sustained or incurred by the other pursuant to any federal, state or local laws, implementing regulations, common law or otherwise dealing

with matters relating to Hazardous Substances released by Tenant or Landlord in, upon or beneath the Property, Access Easement or Utility Easement.

21. FENCES

During the Primary Term and each Extended Term, Tenant may fence in that portion of the Premises as Tenant determines is reasonable for the proper and efficient operation and protection of the Communications Facility, upon review and approval by Landlord of plans for such fence, which approval will not be unreasonably withheld, conditioned or delayed.

22. TITLE

Landlord represents and warrants to Tenant that Landlord has good and marketable title to the Premises, Access Easement and Utility Easement, free and clear of all liens, encumbrances and exceptions, except those described in Exhibit E attached hereto, of duration and quality equal to that conveyed to Tenant by this Lease. Landlord shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

23. CONDEMNATION OF PREMISES

If any governmental, public body or other condemning authority takes, or if Landlord transfers in lieu of such taking, all or part of the Premises, Access Easement or Utility Easement thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. If only a portion of the Premises, Access Easement or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately as to the portion taken which is not then usable by Tenant, and Landlord shall make all necessary repairs and alterations to restore the portion of the Premises, Access Easement and Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed Landlord's proceeds from said condemnation or transfer).

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of the Lease, Landlord will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's property, moving expenses, or for damages for cessation or interruption of Tenant's business.

24. QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any person(s) or entity(ies) claiming under the Landlord.

25. CONTINGENCIES

Not anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is expressly agreed that Tenant's obligations under this Lease are conditioned upon:

25.1. Tenant's satisfaction with the status of title to the Premises and, at Tenant's option, Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. Landlord shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises; and

25.2. Tenant's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility, Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises.

Tenant is hereby given the right to perform or conduct surveys, soils tests, radio or propagation coverage tests, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use intended by this Lease.

26. INTERFERENCE

Landlord will not permit or suffer the installation, existence and maintenance of any other improvement (including, without limitation, transmission or reception devices) upon the Property if such improvement interferes with transmission or reception by Tenant's Communications Facility in any manner whatsoever, except installation, existence and maintenance by the Landlord of facilities or equipment associated with the maintenance and operation of municipal utilities or other municipal services at the site.

27. ITEMS TO BE DELIVERED TO TENANT

Within ten (10) days following a request from Tenant, Landlord shall, to the extent available, deliver to Tenant an accurate copy of all, environmental audits relating to the Premises.

28. COMPLIANCE

Landlord represents and warrants that all operations conducted by Landlord in connection with the Property meet all applicable state, federal, county and local codes and regulations. Landlord agrees that it will conduct its operations in the future in accordance with all such codes, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws relating to Tenant's use of the Premises. Tenant will not commit or suffer to be committed any waste on the Premises or any nuisance.

29. LIENS

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold Landlord harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within thirty (30) days after written request by Landlord.

30. CASUALTY

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in the Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis.

31. SUBORDINATION

Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease.

32. ENTIRE AGREEMENT AND BINDING EFFECT

This Lease and any attached exhibits and nondisturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between Landlord and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant. This Lease may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

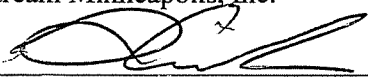
33. GOVERNING LAW

This Lease shall be governed by the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.

TENANT:

VoiceStream Minneapolis, Inc.

By: 

Name:

Title:

Date:

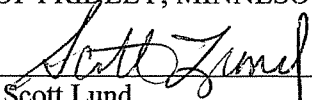
Greg Cisewski

Vice President

Engineering & Operations fidwest

LANDLORD:

CITY OF FRIDLEY, MINNESOTA

By: 

Name: Scott Lund

Title: Mayor

Date: 3/28/05

By: 

Name: William Burns

Title: City Manager

Date: 3-28-05

Federal Tax Identification Number

41-6007700
(Please complete - Tax ID # required)



AGENDA REPORT

Meeting Date: February 26, 2024

Meeting Type: City Council Regular Meeting

Submitted By: Danielle Herrick, City Manager Intern
Becca Hellegers, Employee Resources Director
Mike Grundman, IT Manager

Title

Resolution No. 2024-95, Approving the Interim Ethical Generative Artificial Intelligence Policy

Background

In October 2022, generative Artificial Intelligence (AI) became widely available to the public. This technology can rapidly generate human-like content from simple prompts, offering significant potential for increased efficiency in various City operations. However, it also presents challenges that need to be addressed.

To proactively manage these challenges and opportunities, the City established an interdepartmental taskforce to develop comprehensive guidelines for AI use. The taskforce identified three primary areas of risk: maintaining human control and oversight, ensuring data privacy, and promoting transparency.

The proposed AI Use Policy consists of the following key components:

1. **AI Ethical Use Principles:** Serves as a "bill of rights" for AI use, providing a clear framework for staff to follow. It covers broad expectations including human oversight, data privacy, transparency, training, and continuous monitoring.
2. **Levels of AI Involvement:** Establishes a common language for discussing AI use intensity.
3. **Detailed Use Procedure:** Provides specific instructions for AI use in day-to-day operations, emphasizing user responsibility for accuracy, data privacy, and transparency. Requires a disclaimer on AI-assisted work products.
4. **Acknowledgment:** Requires staff to sign an acknowledgment of the AI Use Policy to ensure accountability.
5. **Decision Matrix and Guidelines:** Includes a visual guide for determining appropriate AI use and a list of do's and don'ts for practical application.
6. **Training and Resources:** Outlines required and optional training opportunities for staff.

The policy has been reviewed by the City Attorney.

Vision Statement

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

Financial Impact

None.

Discussion

Staff request the approval of Resolution No. 2024-95, Approving the Interim Ethical Generative Artificial Intelligence Policy.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2024-95
- Interim Ethical Generative Artificial Intelligence Policy

Vision Statement

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

Resolution No. 2024-95**Approving the Interim Ethical Generative Artificial Intelligence Policy**

Whereas, in October 2022, generative Artificial Intelligence (AI) became widely available to the public, offering significant potential for increased efficiency in various City operations while also presenting challenges that need to be addressed; and

Whereas, the City established an interdepartmental taskforce to develop comprehensive guidelines for AI use, identifying three primary areas of risk: maintaining human control and oversight, ensuring data privacy, and promoting transparency; and

Whereas, the proposed Policy consists of key components including AI Ethical Use Principles, Levels of AI Involvement, Detailed Use Procedure, Acknowledgment requirements, Decision Matrix and Guidelines, and Training and Resources; and

Whereas, the AI Use Policy will serve as a framework to guide staff on the effective and responsible use of generative AI technologies in municipal operations; and

Whereas, policy has been reviewed by the City Attorney to ensure legal compliance.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Interim Ethical Generative Artificial Intelligence Policy.

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

INTERIM ETHICAL GENERATIVE ARTIFICIAL INTELLIGENCE (AI) POLICY



Purpose

The City of Fridley (City) has established the Ethical Artificial Intelligence (AI) Policy (Policy) to affirm the City's commitment to responsible and ethical use of publicly available generative AI systems (e.g., Copilot, ChatGPT, Claude, Gemini, Midjourney, Dall-E).

The City recognizes the potential benefits of utilizing new generative AI technologies. The City also acknowledges the risks and limitations associated with these tools. As generative AI technologies continue to evolve rapidly, ongoing research is crucial to better understand their functionality, societal impacts, and potential biases. It is important to treat generative AI technologies as sophisticated tools, not as equivalents to human intelligence.

This Policy outlines principles and use procedures to ensure transparency, fairness, accountability, and protection of human rights as we utilize generative AI. This Policy's goal is to drive innovation and efficiency through the use of generative AI while safeguarding employees, partners and the public. The Policy includes resources such as a decision matrix, use examples, and third-party references.

Ethical Use Principles

The following ethical use principles establish requirements for City use of publicly available generative AI systems. These principles aim to ensure responsible generative AI use that upholds transparency, accountability, fairness and protection of human rights. All City employees and departments utilizing generative AI and/or AI systems in their work must adhere to these ethical use principles.

Human Control

- Generative AI does not replace human decision-making. All outputs from generative AI must be reviewed and approved by the individual who is using it and who has subject matter knowledge before any use or distribution of the generated content.
- Generative AI is a tool, and the City and user are accountable for its outcomes.
- Ensure AI-generated content does not further perpetuate harms against vulnerable populations.
- Users must be able to explain their review process, including prompts used and modification made to AI-generated content.

- In case of unintended consequences, the City may take corrective measures.

Data Privacy

- Data that includes personally identifying information about people, private/nonpublic data, and confidential data must be removed before inputting into generative AI.
- Users are responsible for ensuring generative AI is used in accordance with the Minnesota Data Practices Act and applicable state laws pertaining to record retention.
- It is forbidden to give generative AI access to any City network or drive.

Transparency

- Written language, videos and images produced by generative AI must be labeled, ensuring consumers are aware of its origin to maintain transparency and the public's trust in City operations.
- Users are responsible for ensuring all AI-generated content is properly labeled before distribution.

Training and Awareness

- City employees using generative AI must undergo training to understand their capabilities and limitations before use.
- City employees using generative AI must review and acknowledge this Policy before use.
- Ongoing education and support resources will be provided to ensure employees stay informed about the latest developments and best practices in generative AI.

Continuous Monitoring

- AI is a rapidly changing technology. This Policy will be reviewed on a quarterly basis and updated as needed to address emerging challenges.
- The AI Taskforce, comprising members from the IT department and relevant stakeholders, may regularly audit generative AI work product for inherent biases, accuracy, and adherence to the City's AI principles.

Levels of AI Involvement

Generative AI is used for various reasons like efficiency, automating tasks and brainstorming. When properly guided by ethical principles, AI can boost human capabilities and address complex problems. However, misuse of this technology risks amplifying bias, unethical behaviors and other harms. To help guide appropriate generative AI use, the City recognizes four levels of AI integration in the creation of work products. Each level is characterized by the degree of generative AI contribution and the role of human input and revision.

1. Assistant (AI contributes 25% or less)

- Generative AI provides support like spell check, sentence structure suggestions, and brainstorming.

- The user is the primary contributor to the final work product.
- The user must input prompts into the AI system to receive output.
- **Example:** Using generative AI to brainstorm program names and suggest revisions to sentence structure and spelling.

2. Collaborator (AI contributes 50%)

- Generative AI and humans share equal responsibility in generating ideas and contributing to the final output.
- The user must input prompts into the AI system to receive output.
- **Example:** Using generative AI to help write a staff report by uploading your notes and the report template, then reviewing and editing the AI-generated report.

3. Generator (AI contributes 75%)

- Generative AI is the primary creator of the draft output, with minimal human revisions before finalization.
- The user must input prompts into the AI system to receive output.
- **Example:** Using generative AI to render images for new public art, providing direction to the AI system, but making little to no edits to the AI output.

4. Automator (AI contributes 100%)

- Generative AI is the sole creator of final outputs, with little to no human revisions before release.
- The generative AI system is designed to take action without human input (automated AI input and output).
- Requires rigorous review and oversight procedures to ensure accuracy and compliance with the AI use principles. *The City does not currently utilize generative AI to automate processes.*
- **Example:** Staff created an automated translation system where generative AI converts all City web content into the top languages spoken locally. The AI system posts the translations to the webpage without review, and staff audit the AI system weekly for accuracy and adherence to AI use principles.

By understanding these integration levels, you can better evaluate the appropriate use of generative AI in your work. This ensures proper oversight and review based on the level of AI contribution. If you have any questions or need further guidance, do not hesitate to reach out to your supervisor or IT.

Detailed Use Procedure

This Detailed Use Procedure provides specific best practices and guidelines for City employees using generative AI in their daily work. It is essential to note that the Detailed Use Procedure should always

be used in conjunction with the Ethical Use Principles. The Ethical Use Principles serve as the foundation for responsible generative AI use, while the Detailed Use Procedure provides practical guidance for day-to-day generative AI use.

Decision making: fact check and review all AI-generated content

While generative AI can rapidly produce content, the information and content might be inaccurate, outdated, or simply made up. The user inputting the prompt is responsible for verifying that the information produced by the generative AI system is accurate by independently researching claims made.

What to look for:

- Inaccurate information including links and references to events or facts.
- Bias in the positions or information. We must ensure that people are not harmed by these technologies and consider how they could be portrayed or impacted by the content.

Examples by AI Level:

Assistant Level (AI contributes 25% or less)

DO:	DON'T:
A Park and Rec employee utilizes generative AI to quickly populate 10 program names for a new summer program. They review all the names on the list and choose one that clearly describes the program.	A Park and Rec employee utilizes generative AI to quickly populate 10 program names for a new summer program. In a rush, they quickly copy and paste the first generated name without close review. Later, staff realize the program name is confusing and does not describe what the program is about.

Collaborator Level (AI contributes 50%)

DO:	DON'T:
A Park and Rec employee utilizes generative AI to help draft an announcement post for a new summer program. They thoroughly review the post to correct any factual errors, like program dates and pricing before publishing.	A Park and Rec employee utilizes generative AI to help draft an announcement post for a new summer program. Staff do not closely review the AI-generated post before releasing the details. Staff start receiving calls that the program dates and pricing are wrong.

Data protection: only public and nonidentifiable data may be fed into AI

Data privacy risks must be minimized when using generative AI. Inputs such as written prompts, voice prompts, uploaded documents, and City networks synced to a generative AI system could be utilized by the companies powering these AI systems to train their models. Therefore, it is imperative that any data containing personally identifiable information (PII), private/nonpublic data and confidential data be removed before being inputted into the AI system.

City staff, contractors, and elected officials must adhere to the Minnesota Data Practices Act, which mandates the protection of government data. This ensures that all data handling complies with legal standards and maintains the confidentiality and integrity of sensitive information.

It is forbidden to give AI access to any city network or drive.

What to look for:

- Names
- Home/work addresses
- Phone numbers
- Email addresses
- Socioeconomic details
- Specific dates of birth
- Private/not public data (defined by the Data Practices Act)
- Confidential Data (defined by the Data Practices Act)

Examples by AI Level:

Collaborator Level (AI contributes 50%)

DO:	DON'T:
A public health employee wants to use an AI system to better understand community medical needs. They prompt AI only aggregated, anonymized data about general health statistics for the area. No individual patient data is included.	A public health employee wants to use an AI system to better understand community medical needs. They upload detailed electronic health records with patients' names, contact info, medication history and other protected details without consent, violating the public's trust, Data Practices Act and federal law.

Transparency: disclose that AI was used to generate content

Transparency promotes accountability and provides information for the public about what the City is doing. As generative AI develops, it could become difficult to differentiate between human and AI-generated content. This is especially true for images and videos. To aid in transparency, users must reference the use of generative-AI in the footer of the document or imbedded in the image/video. *An exception to this requirement is when generative AI is used at the Assistant level, such as for spell checking or basic grammar suggestions, as these tools are already widely used and do not significantly impact the content's creation.*

How to disclose:

- **Documents:** Include a footer stating, "This document was created with the assistance of [AI system name and version] and reviewed for accuracy by [staff name and title]."
- **Images:** Embed a small text line in the bottom corner of the image stating, "Image rendered by [AI system name] and reviewed for accuracy by [staff name and title]."
- **Videos:** Include a disclaimer at the beginning or end of the video stating, "This video was created with the assistance of [AI system name] and reviewed for accuracy by [staff name and title]."

Examples by AI Level:

Generator Level (AI contributes 75%)

DO:	DON'T:
Public Works uses Dall-E to generate an image depicting what a proposed development project could look like near Moore Lake. The engineer embeds a small text line on the bottom corner of the image stating, "Image rendered by Dall-E [version] and reviewed for accuracy by [staff name, title]." This makes it clear to residents these images are only examples, not final project renderings.	Public Works uses Dall-E to generate an image depicting what a proposed development project could look like near Moore Lake. The engineer does not indicate the images were AI-generated. This misleads residents into thinking the images are the final project renderings created without community input.

Automator Level (AI contributes 100%)

DO:	DON'T:
The City uses ChatGPT-4o to automatically translate all public facing City content into the top local languages. All the translations contain the disclosure "These translations were created using ChatGPT-4o and reviewed for accuracy by [staff name]" and a contact number on who to reach to report translation errors.	The City uses ChatGPT-4o to automatically translate all public facing City content into the top local languages. The translations do not indicate AI System ChatGPT was used to automatically translate the documents. This leaves residents feeling confused and frustrated because they were not informed an AI System was used for the translation.

Other City Policies

Staff must use generative AI and/or AI systems in accordance with all City acceptable conduct and acceptable use policies. Use of these technologies to create content that is inappropriate, discriminatory or otherwise harmful to others or the City may result in disciplinary action, up to and including termination.

Definitions

Artificial intelligence (AI): Technologies that are capable of imitating intelligent human behavior and taking actions to achieve specific goals. AI may include machine learning, natural language processing, computer vision, predictive analytics, etc.

AI system: A software that uses algorithms, data, computing infrastructure, and policies to generate content that simulates human intelligence. Examples include large language models like ChatGPT, Claude, Copilot and Gemini.

AI Integration Level: Describe the degree of contribution AI has in final output:

- **Assistant** - Human is the primary contributor to the final work product, with AI systems providing support like spell check, sentence structure and brainstorming. Human must input prompts into AI system to receive output. ***AI use contributed to 25% or less of the final work product.***
- **Collaborator** - AI and human share joint responsibility in generating ideas and contributing to the final output. Human must input prompts into AI system to receive output. ***AI use contributed to 50% of the final work product.***
- **Generator** - AI is the primary creator of the draft output, with slight human revisions before finalization. Human must input prompts into AI system to receive output. ***AI use contributed to 75% of the final work product.***
- **Automator** - AI is the sole creator of final outputs, with little to no human revisions before release. AI system is designed to take action without human input. *Automated AI input and output. AI use contributed to 100% of the final work product.*

Generative AI: A class of AI systems that can generate new content such as text, images, audio, and video that simulates human intelligence using prompts.

Prompts: A specific instruction, question, input provided, or documents uploaded to an AI system, intended to guide its response or action. Prompts act as cues to the AI, helping it understand the desired context or objective of the user's request.

Public Data: All government data collected, created, received, maintained or disseminated by a government entity is public unless classified differently by statute, or temporary classification per Minnesota Statutes § 13.03, subd. 1.

Data Practices Act: In reference to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Chapter 13 classifies official records and government data and provides rights for members of the public and data subjects to access data.

Official Records Act: In reference to the Minnesota Statutes § 15.17 which requires government entities to "make and preserve all records necessary to a full and accurate knowledge of their official activities."

Questions

If you have questions about the information shared in this Policy, please contact your immediate supervisor or Employee Resources.

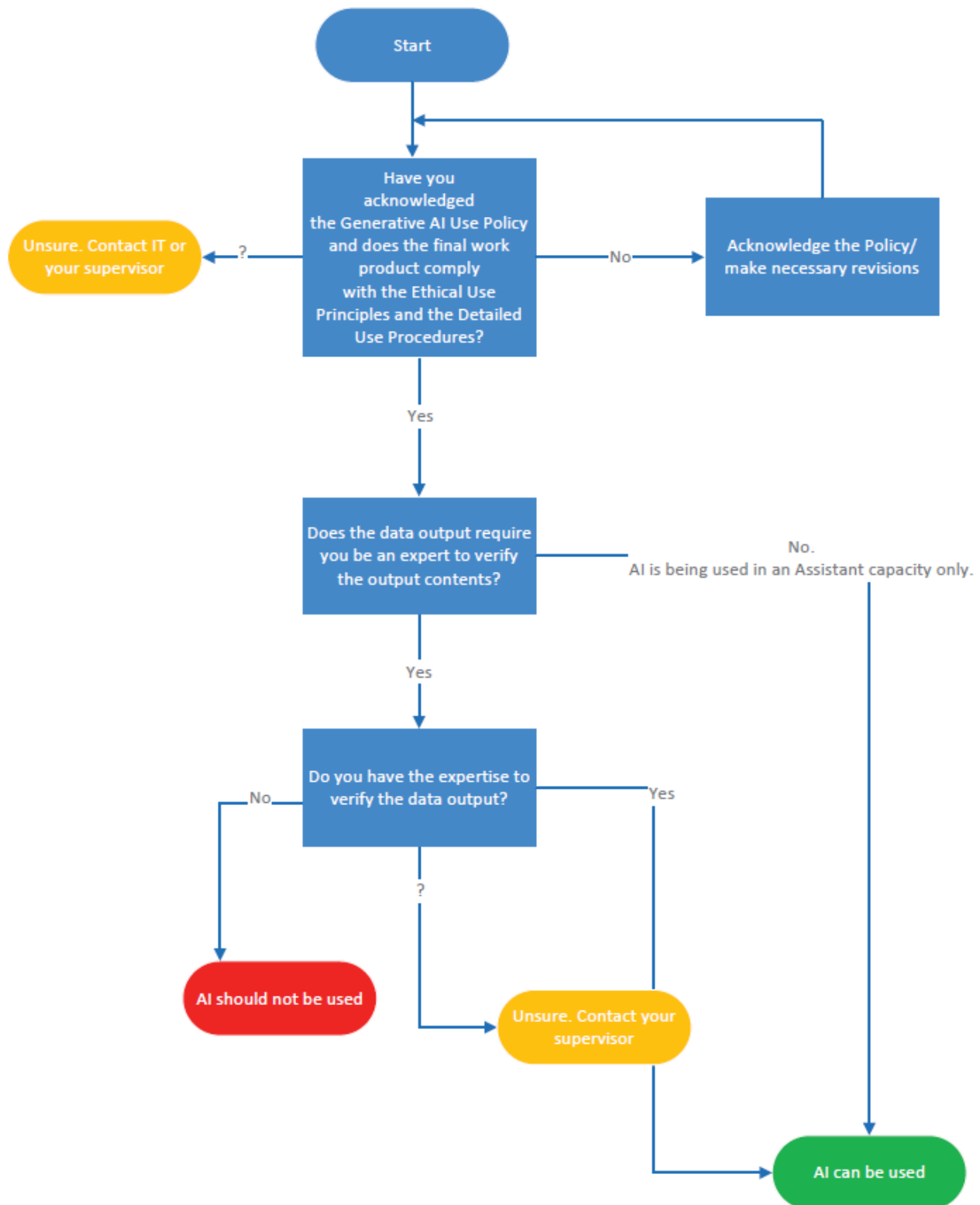
Acknowledgement

I understand, acknowledge, and agree to the terms of this Policy. Further, I understand, acknowledge, and agree that violation of this Policy in any capacity may result in disciplinary action, up to and including termination.

Date:

Signature:

Appendix – Approved Usage of Generative AI Flow Chart



Use Examples: Dos and Don'ts:

These are some suggestions on the kinds of uses that could be particularly useful for City uses. By encouraging responsible experimentation, we are hoping to expand the potential uses while minimizing risks.

Drafting documents or letters:

Generative AI provides a great opportunity to get started on a memo, letters, and job descriptions. Note that when creating a prompt for an AI system for this context, it can consider including any specific format preferences such as essay, bullet points, outline or dialogue. Additionally, you can request the use of specific keywords or phrases, or technical terms to be included or avoided in the response. This will help the AI system provide you with a more tailored and efficient response to your request.

- Example: generate guidelines for the use of ChatGPT at the City of Fridley
- Example: write a letter requesting support for funding digital equity initiatives in the next budget session.
- Example: you can ask Copilot to generate letters that express points of view specified in the prompt. This might allow you to understand an issue from different perspectives.
- Example: **You can ask generative AI to help you write a more effective version of a prompt. You can say "help me write a better prompt to [insert the initial objective of the prompt]"**.

DOS:

1. Try to be specific in the prompt. If you give more context, the answer becomes more relevant.
2. Edit and review the content. Regardless of how the content was authored, you and the City will bear responsibility over its use in the public.
3. Be mindful of potential biases in the AI system's response. Review content closely for inclusivity and respect.

DON'TS:

1. Do not include private/nonpublic, confidential nor personally identifiable information in the prompt.
2. Do not rely on generative AI to provide accurate answers.
3. Do not rely on someone else to review the AI output for accuracy. The user is responsible for ensuring and data, statements of fact, etc. produced by the AI system are verified.

Drafting Content In Plain Language

Generative AI can help you write clearer and simpler language. You can use the prompt to indicate the reading level or audience for a text.

- Example: use an AI System to write a version of the Declaration of Independence of the United States for a person in elementary school.
- Example: use tools such as Grammarly, Wordtune or others to modify a sentence. These tools often allow you to optimize for the length of the sentence, or the audience.

DOs:

1. Specify in the prompt if you have a specific audience in mind.
2. Try different prompts, or request different versions of the same sentence until you find what works best.
3. You can pass the output of the text by a readability app that can identify challenging sentences, as well as the reading level for the text.

DON'TS:

1. Do not include private/nonpublic, confidential nor personally identifiable information in the prompt.
2. Rely on the AI system using language that is inclusive and respectful.

Drafting Content In Other Languages

Generative AI can help you draft communications in another language. It is not well documented the extent to which ChatGPT and other models can use other languages, but users report over 50 languages being available for ChatGPT, including some Native American languages.

- Example: use ChatGPT to translate these guidelines into Spanish and French, just ask "translate [your text] into Spanish and French."
- Example: you can ask generative AI in what language some text is written in, just ask "what language is [original language] written in?"

DOS:

1. Try different languages. ChatGPT and other AI systems were trained using text from many languages.
2. You can also ask generative AI to perform similar tasks as the ones in this document in other languages, such as summarizing text, etc.

DON'TS:

1. Do not include private/nonpublic, confidential nor personally identifiable information in the prompt.
2. Do not use content generated in a language you do not understand before consulting LanguageLine. You still need to check for accuracy, bias, etc.

Summarizing Text/Audio

Generative AI does a great job of summarizing longer pieces of text into summaries. If you have a few pages that you want to condense into a few bullet points, or you have been struggling with converting a long set of notes into a paragraph, these tools could be very helpful.

- Example: copy notes taken from a meeting to generate a short summary of the meeting.
- Example: summarize citizen comments in response to an engagement
- Example: write a paragraph summary of a 5-page report.
- Example: use the transcript tools in OneNote to transcribe audio into text. You can then summarize the text further using generative AI. This summarization is included in some of these tools.

DON'TS:

1. Do not include private/nonpublic, confidential nor personally identifiable information in the prompt: make sure you have deleted that information from your notes or other inputs.
2. If you plan on making a decision based on the summary, you should read the entire document(s) to make sure you did not miss or miss characterized the original document.
3. Be aware that the resulting summary might have biases as it will tend to present language that is more frequent in the data used to train the model. You can use changes to the prompt to enhance the results by suggesting that the result incorporates perspectives from marginalized groups.

Coding/Programming

Generative AI can be great at producing snippets or even help you build more complex components of code.

- Example: write code in Python that extracts tables in a PDF into a Pandas data frame. This can make it possible for less technical people, including interns and student workers, to get to work on technical projects.

DOS:

1. Explore new languages and libraries - but you should understand the code and read the documentation of the relevant components before using it.
2. You might have to adjust parameters, and your environment to make the suggestions from the AI model work. Generative AI can help you get started, but often you will have to edit before the code works.

DON'TS:

1. Do not include private/nonpublic, confidential or personally identifiable information in the prompt. As in development best practices: do not include passwords, confidential keys, or other proprietary information in your code or in the prompts.
2. You should understand what the code is doing before using it in production.

3. You should understand the use of new libraries and dependencies, and become familiar with vulnerabilities and other security considerations of using a language or a library.

Images, Audio, and Videos

Generative AI can produce images, audio, and videos based on prompts. This can support the creation of appealing or insightful communication resources.

- Example: make an image in a modern style that encourages a diverse population of residents to vote.
- Example: create a training video that shows residents how to schedule a bulky item pick-up, by providing the script of the video.
- Example: write a jingle or song to remind viewers to switch to 100% renewable energy.

DOS:

1. Visual, audio and video communication can be a powerful tool to communicate with others and get across a message. Generative AI can empower you to use these tools beyond your artistic skills.
2. Use generative AI as a tool to create drafts or mockups that allow you to communicate more effectively with graphic designers, videographers, and other creative workers.
3. Contact the Communication Division about the image, audio, or video before publishing or using it. They have expertise on best practices in accessibility, branding, etc.
4. Engaging with members of community organizations that represent groups that might be referenced or impacted by this content. Getting their perspective, in a respectful way, can help you identify when content might be hurtful, discriminatory, or misinterpreted.

DON'TS:

1. Do not include private/nonpublic, confidential nor personally identifiable information in the prompt. Make sure you have deleted that information from your notes or other inputs. Some examples could include people's faces, people's voices, their identifications, license plates, etc. Particularly, those who have not provided their consent.
2. Do not assume outputs of the generative AI will not be offensive or harmful towards people.
3. Do not publish AI generated images, audio, video without indicating in the output the AI was used.
4. Do not publish visual, audio and video communication created with AI use without ensuring the content adheres to the City's Brand Guidelines.

Examples were modified using the City of Boston Interim Guidelines Policy (City of Boston, 2023)

Resources & Training

You can contact IT to learn more about generative AI. The AI taskforce has compiled third-party generative AI Use guides for training purposes. Please note the City is not responsible for content on third-party websites.

League of Minnesota Cities:

- [LMC Minnesota Cities: Jan-Feb 2024](#)
- [Cities and Artificial Intelligence \(AI\): What You Should Know](#)
- [ChatGPT: What Mayors and Managers Must Know](#)
- [Fall Forum: Artificial Intelligence](#) (must sign in using Memberlearn)

Harvard University Information Technology

- [AI Use Cases: Text](#)
- [AI Use Cases: Image generation](#)



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2024-92, Approving Claims for the Period Ending July 3, 2024

Background

Attached is Resolution No. 2024-92 and the claims report for the period ending July 3, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-92, Approving Claims for the Period Ending July 3, 2024.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2024-92, Approving Claims for the Period Ending July 3, 2024
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-92**Approving Claims for the Period Ending July 3, 2024**

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

Whereas, a list of such claims for the period ending July 3, 2024, was reviewed by the City Council.

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

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Bank Transaction Report

Transaction Detail

Item 8.

Issued Date Range: 06/21/2024 - 07/03/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
5/27/2024	05/31/2024	DFT0005055	US BANK (P-CARDS)	Accounts Payable	Cleared	Bank Draft	-48033.86
06/21/2024		DFT0005031	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-569.98
06/21/2024		DFT0005032	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1465.28
06/21/2024		DFT0005033	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-20169.73
06/21/2024		DFT0005034	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4617.74
06/21/2024		DFT0005036	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-374.4
06/21/2024		DFT0005038	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4125.05
06/21/2024		DFT0005039	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-2660.66
06/21/2024		DFT0005040	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-46876.13
06/21/2024		DFT0005041	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
06/21/2024		DFT0005042	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-65097.93
06/21/2024		DFT0005043	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-125
06/21/2024		DFT0005044	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-2325
06/21/2024		DFT0005045	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	-600
06/21/2024		DFT0005046	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-5303.57
06/21/2024		DFT0005047	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-900
06/21/2024		DFT0005048	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-52107.5
06/21/2024		DFT0005049	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-18419.16
06/21/2024		DFT0005050	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-26884.23
06/21/2024		DFT0005051	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-57192.9
06/25/2024		DFT0005056	US BANK (P-CARDS)	Accounts Payable	Outstanding	Bank Draft	-34081.72
06/26/2024		DFT0005085	INTERNAL REVENUE SERVICE / US TREASURY	Accounts Payable	Outstanding	Bank Draft	-196.42
07/01/2024		DFT0005063	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Bank Draft	-22854
07/01/2024		DFT0005068	HEALTH PARTNERS	Accounts Payable	Outstanding	Bank Draft	-6953.76
Bank Draft Total: (23)							-422,098.48
Bank Draft Reversal							
06/24/2024		DFT0005059	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft Reversal	273.82
Bank Draft Reversal Total: (1)							273.82
Check							
06/21/2024	06/18/2024		39	Payroll	Cleared	Check	0
06/26/2024			ADVANCE AUTO PARTS / CARQUEST	Accounts Payable	Outstanding	Check	-53.34
06/26/2024			ALL AUTO GLASS INC	Accounts Payable	Outstanding	Check	-557.04
06/26/2024			ALLIED BLACKTOP CO	Accounts Payable	Outstanding	Check	-12438
06/26/2024			AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-50.66
06/26/2024			ANOKA COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-250.2

06/26/2024

ASPEN MILLS INC

Accounts Payable

Outstanding

Check

-126.6

Item 8.

7/3/2024 10:39:19 AM

Page 1 of 5

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
06/26/2024			AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-545.4
06/26/2024			BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-34.89
06/26/2024			BOB'S HEATING & AIR CONDITIONING	Accounts Payable	Outstanding	Check	-9200
06/26/2024			BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-26400.5
06/26/2024			CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-391.73
06/26/2024			CLOUD CONTENTS INC	Accounts Payable	Outstanding	Check	-9121.14
06/26/2024			COON CREEK WATERSHED DISTRICT	Accounts Payable	Outstanding	Check	-2375
06/26/2024			FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	-1330
06/26/2024			FINANCE AND COMMERCE INC	Accounts Payable	Outstanding	Check	-170
06/26/2024			FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-2074.95
06/26/2024			FLAGSHIP RECREATION LLC	Accounts Payable	Outstanding	Check	-5641.1
06/26/2024			FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-187.75
06/26/2024			FLEXIBLE PIPE TOOL CO	Accounts Payable	Outstanding	Check	-701.2
06/26/2024			GRAINGER	Accounts Payable	Outstanding	Check	-416.24
06/26/2024			GUNDERSON, PETER	Accounts Payable	Outstanding	Check	-23
06/26/2024			HAWKINS INC	Accounts Payable	Outstanding	Check	-2892.76
06/26/2024			HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-3627.5
06/26/2024			KATH FUEL OIL SERVICE	Accounts Payable	Outstanding	Check	-510
06/26/2024			KENNEDY & GRAVEN CHARTERED	Accounts Payable	Outstanding	Check	-3089.16
06/26/2024			LAKE RESTORATION INC	Accounts Payable	Outstanding	Check	-5360
06/26/2024			LANO EQUIPMENT INC	Accounts Payable	Outstanding	Check	-63.84
06/26/2024			LENNES, DEVIN	Accounts Payable	Outstanding	Check	-19.02
06/26/2024			MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-1411.91
06/26/2024			METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	-2100
06/26/2024			MINN IT	Accounts Payable	Outstanding	Check	-573.3
06/26/2024			MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-519.97
06/26/2024			NEW BRIGHTON, CITY OF	Accounts Payable	Outstanding	Check	-1895.74
06/26/2024			NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-18.99
06/26/2024			ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-109.25
06/26/2024			PIONEER RIM & WHEEL COMPANY	Accounts Payable	Outstanding	Check	-221.97
06/26/2024			READY WATT ELECTRIC	Accounts Payable	Outstanding	Check	-1178
06/26/2024			RED RIVER FLAGS	Accounts Payable	Outstanding	Check	-110.5
06/26/2024			ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-1845
06/26/2024			STANDARD SIDEWALK INC	Accounts Payable	Outstanding	Check	-6160.5
06/26/2024			STANTEC CONSULTING SERVICES INC	Accounts Payable	Outstanding	Check	-1316
06/26/2024			SUN BADGE CO	Accounts Payable	Outstanding	Check	-159
06/26/2024			UHL COMPANY	Accounts Payable	Outstanding	Check	-638
06/26/2024			VESTIS	Accounts Payable	Outstanding	Check	-250.41
06/26/2024			XCEL ENERGY	Accounts Payable	Outstanding	Check	-18316.77
06/26/2024			PAUL VOLKER	Utility Billing	Outstanding	Check	-300
06/28/2024			MINN STATE BOARD OF ASSESSORS	Accounts Payable	Outstanding	Check	-350
07/03/2024			ANOKA COUNTY ATTORNEY	Accounts Payable	Outstanding	Check	-600

07/03/2024

ANOKA COUNTY PROP RECORDS/TAXATION

Accounts Payable

Outstanding

Check

-46

Item 8.

7/3/2024 10:39:19 AM

Page 2 of 5

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
07/03/2024			ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-950
07/03/2024			ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-1008.6
07/03/2024			AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-50.59
07/03/2024			BATTERIES PLUS	Accounts Payable	Outstanding	Check	-25.15
07/03/2024			BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-106.54
07/03/2024			BERGERSON-CASWELL INC	Accounts Payable	Outstanding	Check	-104310
07/03/2024			CE CONTRACT	Accounts Payable	Outstanding	Check	-911.5
07/03/2024			CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-127.17
07/03/2024			COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-2804.36
07/03/2024			COMMERCIAL STEAM TEAM INC	Accounts Payable	Outstanding	Check	-1920.02
07/03/2024			CUSTOMIZED FIRE RESCUE TRAINING	Accounts Payable	Outstanding	Check	-750
07/03/2024			DALCO/IMPERIAL DADE	Accounts Payable	Outstanding	Check	-1741.25
07/03/2024			EBERT COMPANIES	Accounts Payable	Outstanding	Check	-19539.04
07/03/2024			FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-5406.55
07/03/2024			FLAGSHIP RECREATION LLC	Accounts Payable	Outstanding	Check	-39452.82
07/03/2024			FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-70.43
07/03/2024			GERTENS GREENHOUSE INC	Accounts Payable	Outstanding	Check	-537.24
07/03/2024			GREENHAVEN PRINTING	Accounts Payable	Outstanding	Check	-4931.41
07/03/2024			GROTH SEWER & WATER LLC	Accounts Payable	Outstanding	Check	-5000
07/03/2024			HEALTHSOURCE SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-2625
07/03/2024			HOME DEPOT CREDIT SERVICES	Accounts Payable	Outstanding	Check	-62.28
07/03/2024			JONES, RICHARD	Accounts Payable	Outstanding	Check	-90.32
07/03/2024			LEPAGE & SONS	Accounts Payable	Outstanding	Check	-282.17
07/03/2024			LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	-497.6
07/03/2024			LONG RUN LEADERSHIP CONSULTING	Accounts Payable	Outstanding	Check	-6739.23
07/03/2024			MATZICK, MEGAN	Accounts Payable	Outstanding	Check	-1226.2
07/03/2024			MIDWEST MACHINERY/MINNESOTA AG POWER INC	Accounts Payable	Outstanding	Check	-759.04
07/03/2024			MINN DEPT OF FINANCE	Accounts Payable	Outstanding	Check	-300
07/03/2024			MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	-136.5
07/03/2024			MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-86.85
07/03/2024			MINNESOTA METRO NORTH TOURISM BUREAU	Accounts Payable	Outstanding	Check	-21766.34
07/03/2024			MINNESOTA ROADWAYS	Accounts Payable	Outstanding	Check	-178
07/03/2024			MODERN PIPING INC	Accounts Payable	Outstanding	Check	-7062.3
07/03/2024			NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	-660
07/03/2024			NORTHLAND CONCRETE & MASONRY COMPANY	Accounts Payable	Outstanding	Check	-725.8
07/03/2024			NORTHWEST SAFETY CLEAN	Accounts Payable	Outstanding	Check	-584.62
07/03/2024			PARK CONSTRUCTION COMPANY	Accounts Payable	Outstanding	Check	-8118.75
07/03/2024			Q3 CONTRACTING INC / PSC	Accounts Payable	Outstanding	Check	-662.63
07/03/2024			QUADIENT FINANCE USA INC	Accounts Payable	Outstanding	Check	-1200
07/03/2024			RED RIVER FLAGS	Accounts Payable	Outstanding	Check	-103.2
07/03/2024			ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-480
07/03/2024			SPRING LAKE PARK FIRE DEPT - SBM	Accounts Payable	Outstanding	Check	-225

07/03/2024

STREICHER'S

Accounts Payable

Outstanding

Check

-270

Item 8.

7/3/2024 10:39:19 AM

Page 3 of 5

Bank Transaction Report

Issued Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
07/03/2024			TAHO SPORTSWEAR	Accounts Payable	Outstanding	Check	-66.75
07/03/2024			TOUCHSTONE MENTAL HEALTH	Accounts Payable	Outstanding	Check	-25
07/03/2024			TRI-STATE BOBCAT INC	Accounts Payable	Outstanding	Check	-658.36
07/03/2024			VALENCIA, SAMANTHA	Accounts Payable	Outstanding	Check	-73.06
07/03/2024			VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	-26017.02
07/03/2024			VESTIS	Accounts Payable	Outstanding	Check	-527.59
07/03/2024			WARGO NATURE CENTER	Accounts Payable	Outstanding	Check	-200
07/03/2024			WSB & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-155.25
07/03/2024			BOLIN, PAUL	Accounts Payable	Outstanding	Check	-150
07/03/2024			FABER, PATRICK	Accounts Payable	Outstanding	Check	-150
07/03/2024			FISCHER, KAREN	Accounts Payable	Outstanding	Check	-150
07/03/2024			GNADKE, OLIVIA	Accounts Payable	Outstanding	Check	-150
07/03/2024			HELLEGERS, BECCA	Accounts Payable	Outstanding	Check	-150
07/03/2024			JOHNSON, KORRIE	Accounts Payable	Outstanding	Check	-150
07/03/2024			KNAEBLE, NICHOLAS	Accounts Payable	Outstanding	Check	-150
07/03/2024			KONDRICK, BETH	Accounts Payable	Outstanding	Check	-150
07/03/2024			LANGE, JAMES	Accounts Payable	Outstanding	Check	-150
07/03/2024			MONSRUD, STEVEN	Accounts Payable	Outstanding	Check	-150
07/03/2024			MOORE, MELISSA	Accounts Payable	Outstanding	Check	-150
07/03/2024			STARKS, JOE	Accounts Payable	Outstanding	Check	-150
07/03/2024			STROMBERG, STACY	Accounts Payable	Outstanding	Check	-150
07/03/2024			TIREVOLD, GREG	Accounts Payable	Outstanding	Check	-150
07/03/2024			TODD, ANDREW	Accounts Payable	Outstanding	Check	-150
07/03/2024			WORKIN, RACHEL	Accounts Payable	Outstanding	Check	-150
07/03/2024			ZIKMUND, MADDISON	Accounts Payable	Outstanding	Check	-150
Check Total: (118)							-400529.86

Check Reversal

06/24/2024			Reverse Refund Check MOORE LKE OFFPRK C#42	Utility Billing	Outstanding	Check Reversal	83.96
Check Reversal Total: (1)							83.96

EFT

06/21/2024		945	FRIDLEY POLICE ASSOCIATION-PY only	Accounts Payable	Outstanding	EFT	-200
06/21/2024		946	FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-100
06/21/2024		EFT0000217	Payroll EFT	Payroll	Outstanding	EFT	-432498.09
EFT Total: (3)							-432798.09
Report Total: (146)							-1207034.79

Bank Transaction Report

Issued Date Range: -
Summary

Bank Account	Count	Amount
0000100479 City of Fridley	146	-1207034.79
Report Total:	146	-1207034.79
Cash Account	Count	Amount
No Cash Account	1	0
999 999-101100 Cash in Bank - CITY Pooled Cash	145	-1207034.79
Report Total:	146	-1207034.79
Transaction Type	Count	Amount
Bank Draft	23	-374064.62
Bank Draft Reversal	1	273.82
Check	118	-400529.86
Check Reversal	1	83.96
EFT	3	-432798.09
Report Total:	146	-1207034.79



AGENDA REPORT

Meeting Date: July 8, 2024

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director

Title

Resolution No. 2024-96, Approving Public Art Agreement City of Fridley, Rice Creek Watershed District, and Jessica Turtle

Background

The City of Fridley (City) has had the good fortune of a contribution of \$6,000 from the Rice Creek Watershed District (RCWD), which will be combined with an additional private contribution of \$10,000 from Mary Tjosvold., Owner of Crooners to allow Jessica Turtle (Artist) to create a water themed piece of art to be installed in the newly renovated Moore Lake Park.

An agreement between the RCWD, the Artist, and the City has been prepared by all parties and has been included in your packet for review.

Once approved, the Artist will prepare concepts to be reviewed by the Public Arts Commission, who will then make a recommendation to the City Council for the final art piece to be placed. This is an exciting time for the RCWD, the City, the Artist, and our newly formed Public Arts Commission.

Financial Impact

Absorbed.

Recommendation

Staff recommend the approval of Resolution No. 2024-96, Approving Public Art Agreement City of Fridley, Rice Creek Watershed District, and Jessica Turtle.

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2024-96
- Public Art Agreement City of Fridley, Rice Creek Watershed District, and Jessica Turtle

Vision Statement

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

Resolution No. 2024-96**Approving an Agreement Between the City of Fridley, Rice Creek Watershed District, and Jessica Turtle**

Whereas, the City of Fridley has begun its work on its Public Art Initiative; and

Whereas, the Rice Creek Watershed District has agreed to Fund a portion (\$6,000) of an art installation in the newly renovated Moore Lake Park; and

Whereas, the Rice Creek Watershed District, the City of Fridley, and Artist Jessica Turtle has set the terms of an agreement for service to prepare and install the art; and

Whereas, the agreement has been reviewed by legal counsel for the parties; and

Whereas, the City Council approves the agreement attached this evening accompanying this resolution of approval; and

Whereas, the terms have been reviewed and approved by the City Council as written.

Now, Therefore Be It Resolved, that the City Council of the City of Fridley approves the attached Resolution No. 2024-96, approving an agreement between the City of Fridley, the Rice Creek Watershed District, and Jessica Turtle for the creation and installation of art in Moore Lake Park.

Passed and adopted by the City Council of the City of Fridley this 8th day of July, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**PUBLIC ART AGREEMENT
CITY of FRIDLEY, RICE CREEK WATERSHED DISTRICT and
JESSICA TURTLE**

Moore Lake Artwork Installation

This agreement is entered into by the City of Fridley, a home-rule charter city of the State of Minnesota ("CITY"); the Rice Creek Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D ("DISTRICT"); and Jessica Turtle, an individual ("ARTIST"). The purpose of the agreement is to provide for ARTIST's creation of a water-themed Artwork for long-term outdoor display at Moore Lake Park, a public park owned and maintained by CITY. In consideration of the terms and conditions set forth herein and the mutual exchange of consideration, the sufficiency of which hereby is acknowledged, City, District and Artist agree as follows:

1. Scope of Work

ARTIST will determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by CITY and DISTRICT, as set forth in this Agreement. ARTIST will prepare three conceptual designs with concept-level budgets. On selection by CITY and DISTRICT, ARTIST will prepare a design and budget for CITY and DISTRICT concurrence. ARTIST will create the artwork and will coordinate with CITY on installation.

The more specific terms for selection and creation of the artwork are as follows:

a. **Site and Concept Review.** ARTIST, CITY and DISTRICT will meet at the installation site to review options for location and orientation of Artwork. CITY and DISTRICT will communicate their interests in the form of the Artwork and the purposes that they wish to achieve in its creation and display. CITY will supply ARTIST with the specific location of the artwork, and information that bears on ensuring Artwork is compatible with the site with respect to public access and safety, security of Artwork, installation and maintenance, and other relevant considerations. The Artwork must be durable for its outdoor location and its presence in an unsecured public space exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. ARTIST will ensure that maintenance requirements are reasonable in time and expense.

b. **Conceptual Design.** Within 60 days from the date of this agreement, ARTIST will submit to CITY and DISTRICT up to three conceptual designs with concept-level budgets of about \$16,000. Each design will include:

- (i) A sketch (in plan and elevation); proposed materials and samples, colors, finishes, textures and patinas; the orientation of the Artwork relative to the site and a written description of the Artwork in sufficient detail that Artist's design intent is clearly expressed.
- (ii) A budget for the cost of design, materials, fabrication, insurance, transportation and installation of the Artwork, and for all other elements of payment including ARTIST's

profit. The budget will represent the entire amount to be paid to ARTIST by CITY and DISTRICT.

CITY and DISTRICT will consult internally, with each other and, as needed, with ARTIST to select a conceptual design. If CITY and DISTRICT are unable to select a conceptual design, they may by written notice terminate the agreement.. In this case, CITY will compensate ARTIST in the amount of \$1000, and DISTRICT will reimburse CITY for \$500.

c. **Design.** Within 60 days of conceptual design selection, ARTIST will prepare the design and budget. The design will include presentation-quality materials, such as colored drawings or computer-generated color images (in plan and elevation) and/or three-dimensional models that accurately reflect the Artwork and how it will be installed at the site; mock-ups; final color and materials samples; and proposed fabrication methods. The design will fix and describe the size and character of the Artwork and its relationship to the site, including architectural, structural, mechanical and electrical systems, materials and other components as may be appropriate, and will distinguish between the Artwork and associated elements that ARTIST will produce, and any structural or other element of the installation site that CITY is responsible to prepare. The design must be of detail sufficient for CITY to conform that site and Artwork maintenance requirements are met.

The design-level budget will conform to the requirements of paragraph 1.b(ii), above, but at a design level of precision.

The design and budget will be approved by concurrence of CITY and DISTRICT. CITY and DISTRICT will consult internally, with each other and, as needed, with ARTIST to determine concurrence. CITY and DISTRICT each have discretion to approve, approve with revision, or reject the design, but will coordinate so that a single response is provided to ARTIST. The response will specify any requested revision to the design, with the reason for the request. If the response is to request a revision or to reject the design, the parties will consult promptly to determine whether there is a design in which the parties concur. CITY and DISTRICT will communicate in writing to ARTIST the decision reached by the parties as to the design. ARTIST will supply to CITY and DISTRICT the documents constituting the approved design.

ARTIST will design the Artwork so that it may be removed and relocated without damage, destruction or other change of the Artwork.

If CITY and DISTRICT are not able to approve the design and budget, they may by written notice terminate the agreement. In this case, CITY will compensate ARTIST in the amount of \$1200, and DISTRICT will reimburse CITY \$600.

d. **Creation and Installation.** After the parties' concurrence in an approved design, ARTIST will construct the Artwork in accordance with the approved design and the Artwork will be ready for installation by December 1, 2024. CITY will prepare the site in accordance with the specifications detailed in the design. ARTIST will provide for the transportation of the Artwork to the site. ARTIST and CITY will coordinate on the timing of installation, the equipment required for installation, traffic or other site controls during installation, and the installation itself. Before installation, ARTIST will inspect the site to ensure that it is ready to receive the Artwork and compliant with

any specifications in the design. If it is not, ARTIST will notify CITY and CITY promptly will take necessary steps to address the concern. If ARTIST does not install the Artwork, ARTIST will supervise and approve the installation. All work, whether performed by ARTIST or CITY, will be performed by qualified professionals and licensed contractors as required by law. CITY will notify DISTRICT of installation plans so that DISTRICT may be present. A party may film, photograph or otherwise document installation and may use such documentation as the party chooses. CITY will provide and install a durable plaque on or near the Artwork containing a credit to ARTIST and a copyright notice substantially in the following form: Copyright © [Artist's name, date]. If the plaque is to be placed on the Artwork or on a structural element on which the Artwork rests, it will be done in consultation with ARTIST.

e. **Acceptance.** Upon installation, CITY and DISTRICT will determine that the Artwork conforms to and has been installed in accordance with the approved design. On the concurrence of CITY and DISTRICT therein, CITY will transmit to ARTIST, in writing, an acceptance of the Artwork.

f. **Maintenance Manual.** ARTIST will provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures for any necessary conservation.

g. **Outreach.** After the Artwork is installed, Artist will be available with reasonable advance notice for at least one event in 2025 related to presenting the Artwork for community outreach purposes. The parties will consult to coordinate such event(s). DISTRICT will compensate ARTIST \$35 to \$75 per hour depending on level of involvement for outreach-related activities.

2. Payment

On receipt of approved design documents under paragraph 1.c, above, CITY will transmit to ARTIST payment equal to the materials budget stated therein and 20 percent of the remaining budget amount. Within 30 days of CITY acceptance of the Artwork and receipt of the maintenance manual, CITY will transmit to ARTIST the remaining payment as stated in the approved design and DISTRICT will transmit to CITY a payment in the amount of \$6,000.

3. Warranties

a. **Warranties of Title.** ARTIST represents and warrants:

- (i) the artistic effort of the Artwork is solely that of ARTIST;
- (ii) the Artwork is unique and original and does not infringe on any copyright or the right of another;
- (iii) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- (iv) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or used the Artwork or any element thereof or any copyright related thereto so as to impair any right granted by this Agreement;
- (v) the Artwork is free and clear of any lien;

(vi) the Artist has the full power to enter into and perform each term of this agreement.

b. **Warranties of Quality.** ARTIST represents and warrants:

(i) ARTIST will perform all work in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice” that cause or accelerate deterioration of the Artwork);

(ii) the materials that the Artwork contains are not currently known to be harmful to public health and safety in the manner in which they are incorporated into the Artwork;

(iii) maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance manual that the ARTIST has prepared;

(iv) the Artwork will maintain its physical integrity and remain materially in its installed condition for three years from the date of CITY acceptance under paragraph 1.e, above, provided that CITY maintains the Artwork in accordance with the maintenance manual.

Pursuant to ARTIST’s warranty of workmanship, ARTIST will design the Artwork and its installation as suitable for outdoor display in the range of expected conditions. ARTIST’s warranty under paragraph 3.b(iv) does not extend to damage to the Artwork resulting from extraordinary weather conditions, treefall, or vandalism.

In the event of a failure of the paragraph 3.b(iv) warranty, CITY will give prompt notice to ARTIST and ARTIST will cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to CITY.

If after three years the Artwork ceases to maintain its physical integrity and remain materially in its installed condition, and CITY wishes to repair or restore the Artwork, CITY will make reasonable efforts to contact ARTIST, and ARTIST will have the right of first refusal to make or supervise repair or restoration for reasonable compensation.

4. **Ownership and Intellectual Property Rights**

a. **Ownership.** On CITY acceptance of the Artwork under subsection 1.e, above, CITY will take possession and exclusive ownership of the Artwork. ARTIST retains all other rights to the Artwork provided through the Copyright Act of 1976, 17 U.S.C., 101 et. seq. As the Artwork is unique, ARTIST will not make a duplicate of the Artwork, nor will ARTIST grant a third party the right to duplicate the Artwork without the written permission of CITY. For the purpose of this section 4 and of paragraph 3(a), above, a “duplicate” is an object of the same design and dimension as the Artwork, or so nearly the same that a viewer reasonably would confuse the duplicate and the Artwork. A “reproduction” is any two- or three-dimensional rendering of the Artwork that is not a duplicate.

b. **License.** ARTIST grants CITY and DISTRICT, and their successors and assigns, an irrevocable royalty-free, non-exclusive license to make two-dimensional reproductions of the Artwork for use

on their websites, and in brochures, media, publicity, catalogs, and similar non-commercial publications. All such reproductions will contain a credit to ARTIST and a copyright notice in substantially the following form: © [Artist's name, date of publication]. ARTIST will use best effort in any use of a reproduction to acknowledge CITY in substantially the following form: "An original artwork owned and commissioned by the City of Fridley, Minnesota."

c. **Removal.** CITY may remove the Artwork from public display for maintenance or for any other reason and is not obligated to replace the Artwork to the site. The following terms apply to removal:

(i) CITY will attempt to remove the Artwork in a way that does not damage, alter, modify, distort or destroy the Artwork, however ARTIST recognizes removal may have such an effect. ARTIST acknowledges that this provision qualifies under 17 U.S.C. Section 113(d) so as to waive rights under 17 U.S.C. Section 106A.

(ii) If, at the time of removal, it is determined that the Artwork may be removed without damage, alteration, modification, destruction, distortion or other change, CITY will give notice as required by 17 U.S.C. Section 113(d)(2) and (3). On completion of the Artwork, ARTIST agrees to file records, including ARTIST's identity and address, with the Register of Copyrights as provided under 17 U.S.C. Section 113(d)(3). ARTIST further agrees to update information with the Register of Copyrights so as to permit notification of intent to remove the Artwork.

d. **Alteration of Artwork.** CITY will not intentionally alter, modify, change, destroy or damage the Artwork without permission from ARTIST. CITY will make reasonable efforts to avoid causing such a result through an act of gross negligence, pursuant to the federal Visual Artists' Rights Act. If CITY fails to maintain the Artwork in accordance with the maintenance manual, ARTIST may disown the Artwork as ARTIST's creation and, on ARTIST's request, CITY will remove credits to ARTIST from the Artwork and reproductions thereof until the Artwork is repaired or restored to ARTIST's satisfaction.

e. **Alteration of Installation Site.** CITY will notify ARTIST of any proposed significant alteration of the immediate site that would affect the intended character and appearance of the Artwork. On ARTIST's timely request, CITY will consult with ARTIST in planning and executing any such alteration. CITY will make a reasonable effort to maintain the integrity of the Artwork.

f. **Relocation.** CITY will not arbitrarily relocate the Artwork without ARTIST's written permission. ARTIST will not unreasonably withhold approval of relocation. If ARTIST approves relocation, ARTIST will provide CITY with written handling instructions. If ARTIST is deceased or otherwise unable to give consent, the owner of the Artwork copyright will not unreasonably withhold permission, keeping in mind the intent of ARTIST at the time of commission and fabrication.

g. **Disposal of the Artwork.** Prior to disposing of the Artwork (i.e. selling it or giving it to a third party or throwing it away), CITY will make a reasonable attempt to notify ARTIST

of its intentions and will provide ARTIST with 30 days' notice of its intentions. ARTIST shall have the right of first refusal to take back or repurchase the Artwork from CITY. Should CITY be selling the Artwork to a third party, ARTIST shall compensate CITY for the amount that CITY was to receive from the third party for the Artwork.

5. **Independent Contractor**

ARTIST is an independent contractor under this agreement. ARTIST will select the means, method and manner of designing and creating the Artwork. Nothing herein contained is intended or is to be construed to constitute ARTIST as the agent, representative or employee of CITY or DISTRICT in any manner.

6. **Duty of Care; Indemnification**

The parties will perform all obligations under this agreement in good faith, with reasonable promptness, and with a shared intent to achieve the purpose of the agreement in collaboration. In applying the standard of reasonable promptness, ARTIST recognizes that decisions of CITY and DISTRICT may be subject to internal procedures.

Each party will perform any acts under this agreement with due care. Each party will hold the other parties, their council or board members and their employees harmless, and indemnify them, as to all third-party claims or actions, and all costs (including reasonable attorney fees), damages and liabilities of any nature attendant thereto, to the extent due to that party's negligent or otherwise wrongful act or omission, or breach of a specific duty under this agreement. The indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for a party under workers' compensation acts, disability acts or other employee benefit acts.

7. **Covenants Between City and District**

CITY covenants, for the benefit of DISTRICT, that once accepted, the Artwork will be maintained materially in its installed condition and in its installed location for at least three years from the date of acceptance. CITY and DISTRICT covenant that they will cooperate in use of the Artwork for education and outreach efforts conducted together or by one party.

8. **Records Pertaining to Fees or Costs**

ARTIST will provide all records pertaining to fees or costs incurred in connection with the performance of this agreement to CITY. CITY must hold and maintain records for six years from the date of Artwork acceptance. An authorized representative of CITY, DISTRICT or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

9. **No Waiver**

The failure of a party to insist on the strict performance by another party of any provision or obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish the party's rights in the future to insist on strict performance of any provision,

condition or obligation, all of which will remain in full force and affect. The waiver of a party on one or more occasion of any provision or obligation of this agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by a party to or of any act by another requiring consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by another party.

Notwithstanding any other term of this agreement, CITY and DISTRICT waive no immunity in tort. This agreement creates no right in a third party and, as to CITY and DISTRICT, waives no immunity, defense or liability limit with respect to any third party.

10. **Allocation of Risk; Insurance**

ARTIST bears the risk of loss of, or damage to, design materials, the Artwork and its constituent materials until installation of the Artwork is completed, except that CITY will be responsible: (a) during such time the partly or wholly completed Artwork is in CITY's custody or control for storage; and (b) for the acts and omissions of CITY's employees and contractors participating in moving or installing the Artwork. Before CITY takes custody of the Artwork and before installation begins, CITY and ARTIST will concur in a written description of custody arrangements, and of installation steps and specifications, and the role of each party in these. The description will seek for roles to be distinct so that in the event of damage, responsibility is clear.

At all times until the Artwork is accepted, ARTIST will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million, each occurrence and aggregate, covering ARTIST's ongoing and completed operations on an occurrence basis.
- B. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- C. Workers' compensation: in accordance with legal requirements applicable to ARTIST. ARTIST may fulfill this requirement by advising CITY and DISTRICT in writing that ARTIST is performing as an individual under this agreement and has no employees.

An umbrella or excess policy may be used for a general or automobile liability limit above \$1 million. ARTIST will not commence work until it has filed with CITY a certificate of insurance evidencing the required coverages and naming CITY and DISTRICT as additional insureds for general liability and, if applicable, umbrella or excess liability, along with a copy of the additional insured endorsement establishing coverage for ARTIST's ongoing and completed operations as primary coverage on a noncontributory basis. The certificate will name CITY as a holder and will state that CITY will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as ARTIST.

11. **Notices**

Any written communication required under this agreement to be provided in writing will be directed to the party representative as follows:

To CITY:

Scott Hickok, Community Development Director
City of Fridley
7071 University Ave NE
Fridley, MN 55432
scott.hickok@fridleymn.gov

To DISTRICT:

Kendra Sommerfeld, Communications and Outreach Manager
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE
Blaine, MN 55449
ksommerfeld@ricecreek.org

To ARTIST:

Jessica Turtle, Public Artist
Treehaus Studio
2878 50th Avenue
Osceola, WI 54020
jessica@treehausstudio.art

Each of the above individuals may in writing designate another individual to receive communications under this agreement.

Where this agreement specifies that CITY or DISTRICT will make a written determination, the determination of the CITY or DISTRICT representative named above is made with authority delegated by the represented entity.

12. **Termination**

Except as specified in paragraphs 1.b and 1.c, CITY or DISTRICT may terminate this agreement only for a material breach by ARTIST. ARTIST may terminate this agreement only for a material breach by CITY or DISTRICT. The terminating party will provide written notice specifying the basis for termination, and allow at least 30 days for cure. At the request of a party, the parties will meet during the cure period to review the basis for termination and consider resolution.

If the agreement is terminated due to ARTIST's failure to perform pursuant to the terms of this agreement, ARTIST will reimburse CITY for payment made under section 2, above. If the agreement is terminated due to failure of CITY or DISTRICT pursuant to the terms of this agreement, ARTIST's remedy is limited to payment for work performed and costs incurred, and does not include compensation for lost opportunity or publicity.

Absent termination for material breach, the agreement will terminate six months after payment has been made under section 2, above.

Duties of care; obligations to hold harmless and indemnify; warranty terms; terms governing ownership and intellectual property; and document-retention requirements will survive termination of the agreement.

13. **Choice of Law; Venue**

This agreement will be construed under and governed by the laws of the State of Minnesota. Venue for any action will lie in Anoka County.

14. **Whole Agreement**

The entire agreement between the parties is contained herein and this agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this agreement is valid only when reduced to writing as an amendment to the agreement and signed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this agreement.

[signatures]