



City Council Meeting

September 09, 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.](#) Proclamation: Domestic Violence Awareness Month – October 2024
- [2.](#) Proclamation for Constitution Week (September 17-23, 2024)

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

- [3.](#) Approve the Minutes from the City Council Meeting of August 26, 2024
- [4.](#) Receive the Minutes from the City Council Conference Meeting of August 26, 2024
- [5.](#) Receive the Minutes from the August 21, 2024 Planning Commission Meeting

New Business

- [6.](#) Resolution No. 2024-115, Approving Lot Split, LS #24-01 to Create Two Single-Family Lots from the Property at 7800 Pearson Way N.E. (Ward 3)

Claims

- [7.](#) Resolution No. 2024-117, Approving Claims for the Period Ending September 4, 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

- [8.](#) Resolution No. 2024-110, Awarding University Avenue Service Road Traffic Changes Project
- [9.](#) Resolution No. 2024-111, Authorizing Execution of Grant Agreement with MnDOT for University Avenue Service Road Traffic Changes Project
- [10.](#) Resolution No. 2024-116, Requesting Community Development Block Grant Funds for Oak Hill Park and Jubilee Park Redevelopment and Improvements

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: September 9, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Proclamation: Domestic Violence Awareness Month – October 2024

Background

Every year throughout the nation, October is recognized as Domestic Violence Awareness month. Alexandra House works with all communities in Anoka County to end domestic and sexual violence. A representative from Alexandra House will be at the meeting to accept the Domestic Violence Awareness Month proclamation. The proclamation will be posted on their social media sites along with other proclamations issued throughout Anoka County.

Financial Impact

None.

Recommendation

Staff recommend Council proclaim October 2024 as Domestic Violence Awareness Month in the City of Fridley.

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

- Proclamation for Domestic Violence Awareness Month – October 2024

Vision Statement

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



Proclamation

Domestic Violence Awareness Month October 2024

Whereas, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and

Whereas, domestic violence is a crime, the commission of which will not be tolerated in Anoka County, and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

Whereas, thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

Whereas, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time promoting social and legal change; and

Whereas, October is **Domestic Violence Awareness Month**; and

Whereas, during **Domestic Violence Awareness Month**, Anoka County organizations will inform area residents about domestic violence, its prevalence, consequences, and what we, as a concerned community, can do to eliminate its existence.

NOW THEREFORE, BE IT RESOLVED, that I, Scott J. Lund, Mayor of the City of Fridley, do hereby proclaim the month of October 2024 to be Domestic Violence Awareness Month in the City of Fridley.

In witness whereof, I have set my hand and caused the seal of the City of Fridley to be affixed this 9th day of September 2024.

Scott J. Lund - Mayor

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



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Danielle Herrick, City Manager Intern

Title

Proclamation for Constitution Week (September 17-23, 2024)

Background

September 17, 2024, marks the 237th anniversary of drafting the Constitution of the United States of America by the Constitutional Convention. Public Law 915 guarantees the issues of a proclamation each year by the president of the United State of America designating September 17 through 23 as Constitution Week.

Financial Impact

None.

Recommendation

Staff recommends Council proclaim September 17-23, 2024 as Constitution Week in the City of Fridley.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Proclamation – Constitution Week (September 17-23, 2024)

Vision Statement

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



Proclamation

Constitution Week September 17-23, 2024

Whereas, September 17, 2024, marks the 237th anniversary of the drafting on the Constitution of the United State of America by the Constitutional Convention.

Whereas, it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary and to the patriotic celebrations which will be commemorate the occasion.

Whereas, Public Law 915 guarantees the issues of a proclamation each year by the President of the United State of America designation September 17 through 23 as Constitution Week.

Now therefore, be it resolved, that I, Scott, J. Lund, Mayor of the City of Fridley, do hereby proclaim the week of September 17 through 23, 2024 as Constitution Week in the City of Fridley, Minnesota. I urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which the privilege involves.

In witness where of, I have set my hand and caused the seal of the City of Fridley to be affixed this 9th day of September, 2024.

Scott J. Lund, Mayor

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



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Approve the Minutes from the City Council Meeting of August 26, 2024

Background

Attached are the minutes from the City Council meeting of August 26, 2024.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of August 26, 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 August 26, 2024

Vision Statement

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



City Council Meeting

August 26, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of August 26, 2024, to order at 7:00 p.m.

Present

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

Absent

Councilmember Tom Tillberry

Others Present

Walter Wysopal, City Manager

Pledge Of Allegiance

Proclamations/Presentations

Approval of Proposed Consent Agenda

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

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

Approval/Receipt of Minutes

1. Approve the Minutes from the City Council Meeting of August 12, 2024.
2. Receive the Minutes from the City Council Conference Meeting of August 12, 2024.
3. Receive the Minutes from the Parks and Recreation Commission Meeting of March 4, 2024.
4. Receive the Minutes from the Parks and Recreation Commission Meeting of May 6, 2024.
5. Receive the Minutes from the Parks and Recreation Commission Meeting of June 3, 2024.

New Business

6. Ordinance No. 1424, Amending Interim Ordinance 1411, Authorizing a Study and Imposing a Moratorium on the Establishment and Operation of Cannabis Business within the City of Fridley (Second Reading).
7. Resolution No. 2024-109, Approving the Agreement for Construction Management at Risk Services for Commons Park Hub Project.
8. Resolution No. 2024-112, Approving Gifts, Donations and Sponsorships Received Between June 15, 2024 and August 16, 2024.
9. Resolution 2024-114, Approving Public Arts Commission Recommendation for Sculpture in Moore Lake Park.

Claims

10. Resolution No. 2024-113, Approving Claims for the Period Ending August 21, 2024.

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

No one from the audience spoke.

Adoption of Regular Agenda

Councilmember Bolkcom noted the request to remove Items 11 and 12 from the agenda. It was noted that the City is still awaiting information from MnDOT.

Motion made by Councilmember Bolkcom to adopt the regular agenda as amended. Seconded by Councilmember Evanson.

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

Regular Agenda**New Business**

- ~~11. Resolution No. 2024-110, Awarding University Avenue Service Road Traffic Changes Project.~~
- ~~12. Resolution No. 2024-111, Authorizing Execution of Grant Agreement with MnDOT for University Avenue Service Road Traffic Changes Project.~~

Informal Status Reports

Councilmember Bolkcom noted that several members of the Council assisted with packing backpacks with donations received from many organizations, which were then distributed to students. It was noted that over 400 backpacks were packed.

Mayor Lund noted recent community events that have been well received.

Adjourn

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

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

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Receive the Minutes from the City Council Conference Meeting of August 26, 2024

Background

Attached are the minutes from the City Council conference meeting of August 26, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of August 26, 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 August 26, 2024

Vision Statement

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



City Council Conference Meeting

August 26, 2024

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

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

Others Present: Walter Wysopal, City Manager
Joe Starks, Finance Director
Jim Kosluchar, Director of Public Works/City Engineer

Items for Discussion

1. 2025 Proposed Budget/Levy Discussion

Joe Starks, Finance Director, presented the proposed 2025 budget and preliminary levy. There were no major concerns from the City Council.



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the Minutes from the August 21, 2024 Planning Commission Meeting

Background

Attached are the Minutes from the August 21, 2024 Planning Commission Meeting.

Financial Impact

None

Recommendation

Staff recommend the City Council receive the August 21, 2024 Planning Commission Minutes.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- August 21, 2024 Planning Commission Minutes

Vision Statement

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



Planning Commission

August 21, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Commissioner Borman called the Planning Commission Meeting to order at 7:05 p.m.

Motion by Commissioner Brom to appoint Pete Borman as the Chair Pro-Tem. Seconded by Commissioner Heuchert.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously.

Present

Pete Borman

Aaron Brom

Mike Heuchert

Paul Nealy

Absent

Mark Hansen

Aaron Klemz

Ross Meisner

Others Present

Stacy Stromberg, Planning Manager

John Wheeler, Wheeler Law Office

Randy Johnson, 7800 Pearson Way

Roland Peterson, 235 Craigbrook Way

Approval of Meeting Minutes

1. Approve July 17, 2024, Planning Commission Minutes

Motion by Commissioner Heuchert to approve the minutes. Seconded by Commissioner Nealy.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously.

Public Hearing

2. Public Hearing to Consider a Lot Split, LS #24-01, to Create Two Single-Family Lots from the Property at 7800 Pearson Way N.E.

Motion by Commissioner Nealy to open the public hearing. Seconded by Commissioner Heuchert.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously and the public hearing was opened at 7:07 p.m.

Stacy Stromberg, Planning Manager, presented a request from the property owner of 7800 Pearson Way N.E. to split the lot to create a second single-family lot. She provided background information on the property and an analysis of the request, noting that both lots proposed would meet or exceed the minimum lot requirements. She stated that staff received a question from a neighboring property owner asking for clarification on what could be constructed on the new lot and explained that the property would only allow construction of a single-family home. She stated that there are not yet details on the home that would be proposed for the new lot. Staff recommends approval of the request as presented and reviewed the recommended stipulations.

Chair Pro-Tem Borman invited the applicant to address the Commission.

John Wheeler stated that the request is for a lot split, and the goal would be for Mr. Johnson to retain ownership of the second lot and develop that within the next year or so with a single-family home that would fit in well with the neighborhood.

Chair Pro-Tem Borman asked if this was previously two lots as there are two PIDs. Ms. Stromberg confirmed that there are currently two lots, and this would modify the position of the lot line. She stated that both lots are currently buildable as is.

Commissioner Brom asked for details on the driveway placement. Mr. Wheeler replied that each lot would have its own driveway and identified those elements on the site plan.

Commissioner Nealy referenced stipulation six and asked if the driveway and shed on the new parcel would be removed within 60 days of approval, even if they do not plan to begin construction right away. Mr. Wheeler confirmed that they understand the stipulation and would do that.

Roland Peterson, 235 Craigbrook Way, stated that he does not oppose the request and has not heard any negative comments from anyone in the neighborhood about the request.

Motion by Commissioner Heuchert to close the public hearing. Seconded by Commissioner Brom.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously and the public hearing was closed at 7:17 p.m.

Motion by Commissioner Heuchert to recommend approval of the Lot Split, LS #24-01, for the property at 7800 Pearson Way N.E., with stipulations. Seconded by Commissioner Brom.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously.

Other Business

3. Approval of the 2025 Planning Commission Meeting Dates

Ms. Stromberg reviewed the proposed 2025 meeting dates.

Motion by Commissioner Nealy approving the 2025 Planning Commission Meeting Dates. Seconded by Commissioner Heuchert.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously.

Ms. Stromberg provided brief updates on planning related matters.

Adjournment

Motion by Commissioner Heuchert to adjourn the meeting. Seconded by Commissioner Nealy.

Upon a voice vote, all voting aye, Chair Pro-Tem Borman declared the motion carried unanimously and the meeting adjourned at 7:23 p.m.

Respectfully submitted,

Stacy Stromberg, Staff Liaison



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-115, Approving Lot Split, LS #24-01 to Create Two Single-Family Lots from the Property at 7800 Pearson Way N.E. (Ward 3)

Background

On behalf of the property owner of 7800 Pearson Way N.E., John Wheeler, of Wheeler Law Office is requesting to split the property, to allow a second single-family lot.

City of Fridley (City) City Code (Code) requires that single family lots in the R-1, Single Family zoning district have a minimum of 25 feet along a right-of-way, be a minimum of 75 feet in width at the front yard setback line and have a minimum lot area of 9,000 square feet.

The subject property is a large single-family lot at 51,007 square feet. The petitioner is requesting to split the lot to create two single-family lots.

Parcel A (yellow) will be 31,830 square feet in size, will have 41 feet of frontage on Pearson Way, and 75 feet of width at the front yard setback. The existing home is on Parcel

A and will continue to comply with setback and lot coverage requirements.



Vision Statement

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

Parcel B (green) will be 19,177 square feet in size and 75 feet wide at the street and front yard setback. Both proposed lots meet or exceed the minimum requirements for lot width along the right-of-way and front yard setback line and lot size.

Staff has heard from three neighboring property owners and none of them had concerns about construction of a new single-family house.

A Notice of Public Hearing before the Planning Commission was published in the August 9, 2024, edition of the Official Publication.

The Planning Commission held a public hearing for LS #24-01 at their August 21, 2024 meeting. After a brief discussion, the Planning Commission recommended approval of the Lot Split with the stipulations as presented by staff. The motion carried unanimously.

Stipulations

1. All necessary permits shall be obtained prior to construction of the new home.
2. A grading and drainage plan shall be submitted and approved by the City's engineering staff prior to issuance of any building permits, to minimize impacts to the surrounding properties.
3. The property owner at time of building permit application shall provide proof that any existing wells or individual sewage treatment systems located on the site are properly capped or removed.
4. The property owner at time of building permit application for the construction of the single-family home shall pay the \$1,500 required park dedication fee.
5. The property owner at time of building permit application for the construction of the single-family home shall pay all water and sewer connection fees for the new single-family home.
6. The existing driveway and shed on Parcel B shall be removed within 60 days of approval of the lot split application by the City Council.
7. A driveway permit application shall be approved, and the new driveway installed for Parcel A within 60 days of approval of the lot split application by the City Council.

Financial Impact

No financial impact

Recommendation

Staff recommends approval of Resolution No. 2024-115, Approving Lot Split, LS #24-01 to Create Two Single-Family Lots from the Property at 7800 Pearson Way N.E. (Ward 3).

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. 2024-115
- Exhibit A
- Exhibit B

Vision Statement

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

Resolution No. 2024-115**Approving Lot Split, LS #24-01 to Create Two Single-Family Lots from the Property at
7800 Pearson Way N.E. (Ward 3)**

Whereas, the Planning Commission held a public hearing on Lot Split, LS #24-01 on August 21, 2024 and recommended approval; and

Whereas, the City Council at their September 9, 2024 meeting approved said Lot Split to create two single family lots within the R-1, Single Family zoning district, based on the new legal descriptions below:

PARCEL A:

That part of Lot 7, Block 6, PEARSON'S CRAIGWAY ESTATES 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, lying southwest of a line described as commencing at the east corner of Lot 8, said Block 6; thence on an assumed bearing of South 34 degrees 29 minutes 30 seconds West along the southeast line of said Lots 7 and 8 a distance of 183.42 feet to the actual point of beginning of the line to be described; thence North 15 degrees 03 minutes 26 seconds West and distance of 191.70 feet to the northerly line of said Lot 7 and there terminating.

PARCEL B:

Lot 8, Block 6, PEARSON'S CRAIGWAY ESTATES 2ND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

And

That part of Lot 7, Block 6, said PEARSON'S CRAIGWAY ESTATES 2ND ADDITION, lying northeast of a line described as commencing at the east corner of said Lot 8; thence on an assumed bearing of South 34 degrees 29 minutes 30 seconds West along the southeast line of said Lots 7 and 8 a distance of 183.42 feet to the actual point of beginning of the line to be described, thence North 15 degrees 03 minutes 26 seconds West and distance of 191.70 feet to the northernly line of said Lot 7 and there terminating.

Whereas, the petitioner was presented with Exhibit A, the conditions for LS #24-01 at the Council meeting; and

Whereas, the Certificate of Survey with the new legal descriptions is attached as Exhibit B.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Lot Split, LS #24-01 and the stipulations represented in Exhibit B are hereby adopted, and said Lot Split, LS #24-01 will be recorded at the Anoka County within one-hundred eighty (180) days or said approval shall become null and void.

Passed and adopted by the City Council of the City of Fridley this 9th day of September, 2024.

Scott J. Lund – Mayor

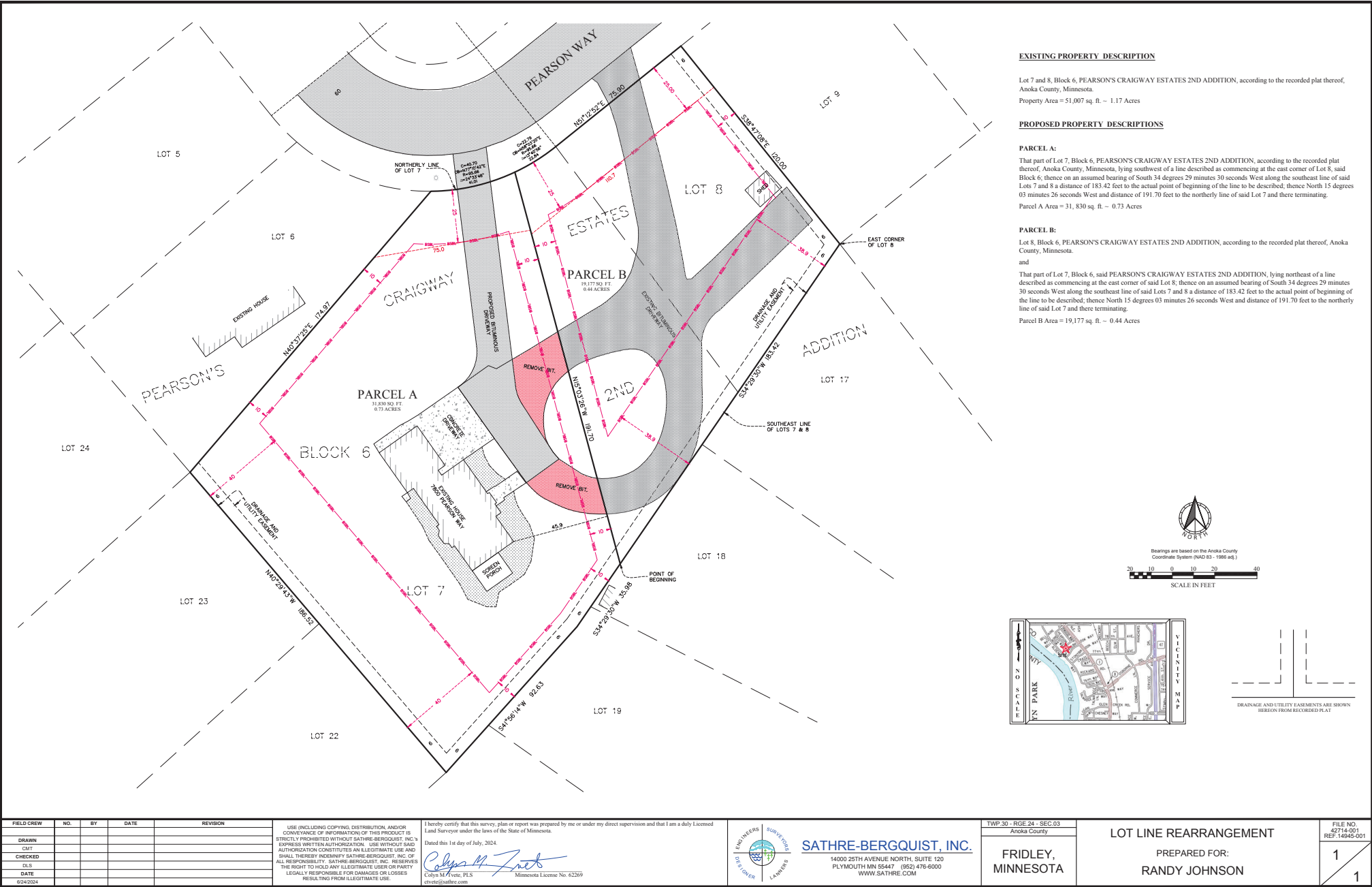
ATTEST:

Melissa Moore – City Clerk

Exhibit A**Stipulations**

1. All necessary permits shall be obtained prior to construction of the new home.
2. A grading and drainage plan shall be submitted and approved by the City's engineering staff prior to issuance of any building permits, to minimize impacts to the surrounding properties.
3. The property owner at time of building permit application shall provide proof that any existing wells or individual sewage treatment systems located on the site are properly capped or removed.
4. The property owner at time of building permit application for the construction of the single-family home shall pay the \$1,500 required park dedication fee.
5. The property owner at time of building permit application for the construction of the single-family home shall pay all water and sewer connection fees for the new single-family home.
6. The existing driveway and shed on Parcel B shall be removed within 60 days of approval of the lot split application by the City Council.
7. A driveway permit application shall be approved, and the new driveway installed for Parcel A within 60 days of approval of the lot split application by the City Council.

Exhibit B





AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Anna Smieja, Accounting Technician, Accounts Payable

Title

Resolution No. 2024-117, Approving Claims for the Period Ending September 4, 2024

Background

Attached is Resolution No. 2024-117 and the claims report for the period ending September 4, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-117, Approving Claims for the Period Ending September 4, 2024.

Focus on Fridley Strategic Alignment

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

- Resolution No. 2024-117
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-117**Approving Claims for the Period Ending September 4, 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 September 4, 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 9th day of September, 2024.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 7.

Bank Transaction Report

Transaction Detail

Issued Date Range: 08/22/2024 - 09/04/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
08/26/2024		DFT0005165	US BANK (P-CARDS)	Accounts Payable	Outstanding	Bank Draft	-34,022.12
08/30/2024		DFT0005166	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-569.98
08/30/2024		DFT0005167	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,597.46
08/30/2024		DFT0005168	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-19,979.34
08/30/2024		DFT0005169	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4,643.07
08/30/2024		DFT0005170	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Sa	Accounts Payable	Outstanding	Bank Draft	-374.40
08/30/2024		DFT0005171	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-46,506.96
08/30/2024		DFT0005172	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
08/30/2024		DFT0005173	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-63,000.84
08/30/2024		DFT0005174	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Sa	Accounts Payable	Outstanding	Bank Draft	-125.00
08/30/2024		DFT0005175	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Sa	Accounts Payable	Outstanding	Bank Draft	-2,325.00
08/30/2024		DFT0005176	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Sa	Accounts Payable	Outstanding	Bank Draft	-600.00
08/30/2024		DFT0005177	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-5,303.57
08/30/2024		DFT0005178	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-52,576.52
08/30/2024		DFT0005179	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-18,598.16
08/30/2024		DFT0005180	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-27,546.33
08/30/2024		DFT0005181	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-59,771.25
09/03/2024		DFT0005182	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Bank Draft	-22,854.00
Bank Draft Total: (18)							-360,558.46
Check							
08/28/2024			WILLIAM MCARTHUR	Utility Billing	Outstanding	Check	-229.75
08/28/2024			CARLOS BUNAY	Utility Billing	Outstanding	Check	-6.10
08/28/2024			CAROL ANN WOODWARD	Utility Billing	Outstanding	Check	-252.33
08/28/2024			LOUIS E LAFRANCE	Utility Billing	Outstanding	Check	-946.53
08/28/2024			ADVANCE AUTO PARTS / CARQUEST	Accounts Payable	Outstanding	Check	-24.04
08/28/2024			ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-950.00
08/28/2024			APPLE FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-373.18
08/28/2024			AUTOMATIC SYSTEMS CO INC	Accounts Payable	Outstanding	Check	-8,765.79
08/28/2024			BEAUDRY OIL & PROPANE	Accounts Payable	Outstanding	Check	-228.57
08/28/2024			BIRCH TREE CARE LLC	Accounts Payable	Outstanding	Check	-15,360.10
08/28/2024			BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-55,237.50
08/28/2024			BOYER TRUCKS INC	Accounts Payable	Outstanding	Check	-232.11
08/28/2024			CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-1,686.82
08/28/2024			COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-2,807.75
08/28/2024			CRYSTEEL TRUCK EQUIP/DISTRIBUTION	Accounts Payable	Outstanding	Check	-136,660.00

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
08/28/2024			CUSTOM TRUCK ONE SOURCE LP	Accounts Payable	Outstanding	Check	-9,600.00
08/28/2024			DEM-CON COMPANIES LLC	Accounts Payable	Outstanding	Check	-182.96
08/28/2024			EHLERS & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-2,250.00
08/28/2024			FINANCE AND COMMERCE INC	Accounts Payable	Outstanding	Check	-162.00
08/28/2024			FLEXIBLE PIPE TOOL CO	Accounts Payable	Outstanding	Check	-1,678.35
08/28/2024			FUECHTMANN, RALPH	Accounts Payable	Outstanding	Check	-50.00
08/28/2024			GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-412.74
08/28/2024			GERTENS GREENHOUSE INC	Accounts Payable	Outstanding	Check	-467.44
08/28/2024			GRAINGER	Accounts Payable	Outstanding	Check	-287.04
08/28/2024			HART'S AUTO SUPPLY	Accounts Payable	Outstanding	Check	-3,510.00
08/28/2024			HAWKINS INC	Accounts Payable	Outstanding	Check	-4,874.32
08/28/2024			HIPERLINE / R & H PAINTING LLC	Accounts Payable	Outstanding	Check	-21,511.20
08/28/2024			HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-17,158.75
08/28/2024			HYDRAULIC SPECIALTY CO	Accounts Payable	Outstanding	Check	-494.70
08/28/2024			INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-1,441.46
08/28/2024			ITRON INC	Accounts Payable	Outstanding	Check	-6,180.00
08/28/2024			KENNEDY & GRAVEN CHARTERED	Accounts Payable	Outstanding	Check	-2,282.16
08/28/2024			LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	-1,886.71
08/28/2024			MAITLAND, KYLE	Accounts Payable	Outstanding	Check	-200.00
08/28/2024			MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-3,760.22
08/28/2024			MENARDS - BLAINE	Accounts Payable	Outstanding	Check	-71.05
08/28/2024			MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-24.96
08/28/2024			METRO VOLLEYBALL OFFICIALS ASSOCIATION	Accounts Payable	Outstanding	Check	-1,632.00
08/28/2024			MINN DEPT OF TRANSPORTATION	Accounts Payable	Outstanding	Check	-419.60
08/28/2024			MINNESOTA ROADWAYS	Accounts Payable	Outstanding	Check	-213.60
08/28/2024			MR CUTTING EDGE	Accounts Payable	Outstanding	Check	-80.00
08/28/2024			ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-81.00
08/28/2024			PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Check	-215.13
08/28/2024			PLATINUM POWER WASHING INC	Accounts Payable	Outstanding	Check	-515.70
08/28/2024			Q3 CONTRACTING INC / PSC	Accounts Payable	Outstanding	Check	-662.63
08/28/2024			RECYCLE TECHNOLOGIES INC	Accounts Payable	Outstanding	Check	-9,446.00
08/28/2024			ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-480.00
08/28/2024			RUFFRIDGE JOHNSON EQUIP CO INC	Accounts Payable	Outstanding	Check	-262.50
08/28/2024			SHORT ELLIOTT HENDRICKSON INC	Accounts Payable	Outstanding	Check	-5,511.20
08/28/2024			SITEONE LANDSCAPE SUPPLY	Accounts Payable	Outstanding	Check	-997.44
08/28/2024			TAHO SPORTSWEAR	Accounts Payable	Outstanding	Check	-280.00
08/28/2024			THOMAS AND SONS CONSTRUCTION	Accounts Payable	Outstanding	Check	-152,420.28
08/28/2024			TRAFFIC CONTROL CORPORATION	Accounts Payable	Outstanding	Check	-540.00
08/28/2024			TROY TEMPESTA BRICK & STONE LLC	Accounts Payable	Outstanding	Check	-8,200.00
08/28/2024			VALENCIA, SAMANTHA	Accounts Payable	Outstanding	Check	-106.93
08/28/2024			VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	-18,542.34
08/28/2024			VESTIS	Accounts Payable	Outstanding	Check	-292.57
08/28/2024			WSB & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-551.50

Bank Transaction Report

Issued Date Range:

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
08/28/2024			XCEL ENERGY	Accounts Payable	Outstanding	Check	-5,972.25
08/28/2024			ZIEGLER INC	Accounts Payable	Outstanding	Check	-70.84
08/30/2024			CHARLES SCHWAB TRUST BANK	Accounts Payable	Outstanding	Check	-30.00
09/03/2024			HSR MSP LLC	Utility Billing	Outstanding	Check	-60.58
09/03/2024			MARCIA ETLICHER	Utility Billing	Outstanding	Check	-245.79
09/03/2024			CTW GROUP INC	Utility Billing	Outstanding	Check	-29.94
09/04/2024			AM LEONARD INC	Accounts Payable	Outstanding	Check	-921.09
09/04/2024			ANCOM COMMUNICATIONS INC	Accounts Payable	Outstanding	Check	-45.00
09/04/2024			APPLE FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-248.65
09/04/2024			ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-2,494.35
09/04/2024			AUTOMATIC SYSTEMS CO INC	Accounts Payable	Outstanding	Check	-2,057.50
09/04/2024			BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-685.00
09/04/2024			BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	-100.06
09/04/2024			BLAINE BROTHERS	Accounts Payable	Outstanding	Check	-1,619.08
09/04/2024			BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-16,701.00
09/04/2024			CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-135.00
09/04/2024			CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-408.32
09/04/2024			CORE & MAIN LP	Accounts Payable	Outstanding	Check	-449.26
09/04/2024			FASTENAL COMPANY	Accounts Payable	Outstanding	Check	-35.00
09/04/2024			FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	-665.00
09/04/2024			FERGUSON WATERWORKS #2518	Accounts Payable	Outstanding	Check	-5,309.45
09/04/2024			FLAGSHIP RECREATION LLC	Accounts Payable	Outstanding	Check	-3,869.64
09/04/2024			FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-282.17
09/04/2024			GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-88.24
09/04/2024			GRAINGER	Accounts Payable	Outstanding	Check	-135.34
09/04/2024			HOME DEPOT CREDIT SERVICES	Accounts Payable	Outstanding	Check	-499.25
09/04/2024			HOUSTON ENGINEERING INC	Accounts Payable	Outstanding	Check	-1,490.50
09/04/2024			LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-15.00
09/04/2024			LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-1,108.56
09/04/2024			LEPAGE & SONS	Accounts Payable	Outstanding	Check	-156.58
09/04/2024			MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-929.18
09/04/2024			MCCARTHY, KAITLYN	Accounts Payable	Outstanding	Check	-37.52
09/04/2024			MINN HWY SAFETY/RESEARCH-MHSRC	Accounts Payable	Outstanding	Check	-2,100.00
09/04/2024			MINN OCCUPATIONAL HEALTH	Accounts Payable	Outstanding	Check	-70.00
09/04/2024			MINNESOTA ROADWAYS	Accounts Payable	Outstanding	Check	-178.00
09/04/2024			NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	-656.25
09/04/2024			NORTH VALLEY INC	Accounts Payable	Outstanding	Check	-337,067.98
09/04/2024			OVERHEAD DOOR COMPANY	Accounts Payable	Outstanding	Check	-221.95
09/04/2024			Q3 CONTRACTING INC / PSC	Accounts Payable	Outstanding	Check	-936.00
09/04/2024			ROCK SOLID LANDSCAPE & IRRIGATION	Accounts Payable	Outstanding	Check	-960.00
09/04/2024			ROSSETTI, CODY	Accounts Payable	Outstanding	Check	-148.61
09/04/2024			SUBURBAN RATE AUTHORITY	Accounts Payable	Outstanding	Check	-1,464.00

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
09/04/2024			SUN BADGE CO	Accounts Payable	Outstanding	Check	-147.75
09/04/2024			TRI-STATE BOBCAT INC	Accounts Payable	Outstanding	Check	-1,092.19
09/04/2024			VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	-21,202.60
09/04/2024			VESTIS	Accounts Payable	Outstanding	Check	-546.42
09/04/2024			WHITE CAP	Accounts Payable	Outstanding	Check	-1,399.60
09/04/2024			WW GOETSCH ASSOC INC	Accounts Payable	Outstanding	Check	-23,340.19
09/04/2024			XCEL ENERGY	Accounts Payable	Outstanding	Check	-50,508.56
09/04/2024			YALE MECHANICAL INC	Accounts Payable	Outstanding	Check	-422.00
Check Total: (109)							-993,054.29
Check Reversal							
08/28/2024			MINN CHIEFS OF POLICE ASSOC Reversal	Accounts Payable	Outstanding	Check Reversal	795.00
Check Reversal Total: (1)							795.00
EFT							
08/30/2024		955	FRIDLEY POLICE ASSOCIATION-PY only	Accounts Payable	Outstanding	EFT	-200.00
08/30/2024		956	FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-100.00
08/30/2024		EFT0000223	Payroll EFT	Payroll	Outstanding	EFT	-449,698.36
08/30/2024		EFT0000224	Payroll EFT	Payroll	Outstanding	EFT	-540.37
EFT Total: (4)							-450,538.73
EFT Reversal							
08/30/2024		R-51180	R-51180	Payroll	Outstanding	EFT Reversal	540.37
EFT Reversal Total: (1)							540.37
Report Total: (133)							-1,802,816.11

Summary

Bank Account	Count	Amount
0000100479 City of Fridley	133	-1,802,816.11
Report Total:	133	-1,802,816.11

Cash Account	Count	Amount
No Cash Account	1	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	132	-1,802,816.11
Report Total:	133	-1,802,816.11

Transaction Type	Count	Amount
Bank Draft	18	-360,558.46
Check	109	-993,054.29
Check Reversal	1	795.00
EFT	4	-450,538.73
EFT Reversal	1	540.37
Report Total:	133	-1,802,816.11



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-110, Awarding University Avenue Service Road Traffic Changes Project

Background

On Wednesday, September 4 at 3:00 p.m., bids were publicly opened via the virtual bidding platform QuestCDN and Microsoft Teams for the University Avenue Service Road Traffic Changes Project. A total of six responsive bids were received.

The University Avenue Service Road Traffic Changes Project is identified within the City of Fridley's (City) 2024-2028 Capital Investment Program (CIP) and includes adding a multi-use trail on the west side of Trunk Highway 47 from 61st Avenue to 69th Avenue, conversion to a one-way on the Service Drive, converting the horseshoe on the East Service Drive to a cul-de-sac and turnaround on 66th and 67th Avenue, and constructing a trail on the East Service Drive between Fourmies Avenue and Mississippi Street. This project was submitted for eligible Minnesota Department of Transportation (MnDOT) Active Transportation (AT) Infrastructure Program funding for the trail and adjacent improvements in 2022 and received \$500,000 in State funding.

As noted, six bids were received (Exhibit A). The low bid was received from Douglas-Kerr Underground, LLC. of Mora, Minnesota in the amount of \$1,366,904.70. This is 1.8% above the final engineer's estimate of \$1,342,002.50. The three lowest bids were competitive and within \$54,427.54 of one another. Of the six bids, the high bid received was \$1,765,594.

The City has not worked with Douglas-Kerr Underground, LLC. in the past, but staff believe they are a knowledgeable and reputable contractor and will deliver the project within the requisite quality specified in the bid documents.

If the City Council approves the attached resolution, staff will notify the contractor of the award and issue a notice to proceed to the contractor upon receipt of acceptable submittals. Construction for this project is expected to begin this fall with substantial completion in June of next year.

Vision Statement

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

Financial Impact

Funding for this project is derived from several sources including the Active Transportation Grant Program, Municipal State Aid street funding and Utility CIP funds (water, sanitary sewer, and storm sewer).

Recommendation

Staff recommend the approval of Resolution No. 2024-110, Awarding University Avenue Service Road Traffic Changes Project.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2024-110
- Exhibit A- Bid Tabulation

Vision Statement

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

Resolution No. 2024-110

Awarding University Avenue Service Road Traffic Changes Project

Whereas, the University Avenue Service Road Traffic Changes Project (Project) has been incorporated into the City of Fridley's (City) Capital Investment Program; and

Whereas, the Project includes modification to 4 segments of the University Avenue Service Drives, along with construction of a multi-use trail, and other ancillary items; and

Whereas, the City has developed an Active Transportation Plan that identifies improvements to promote multi-modal travel along University Avenue (Trunk Highway 47) from 61st Avenue to 69th Avenue; and

Whereas, the City has successfully obtained state funding to construct a multi-use trail along the west side of University Avenue (Trunk Highway 47) from 61st Avenue to 69th Avenue; and

Whereas, on September 4, 2024, electronic bids for the Project were received and read aloud, a bid tabulation was prepared and a lowest responsive bidder was identified.

Now therefore be it resolved, that the City Council of the City of Fridley hereby receives bids per the attached bid tabulation and awards the University Avenue Service Road Traffic Changes Project to the lowest responsive bidder, Douglas-Kerr Underground, LLC. of Mora, MN in the amount of \$1,366,904.70.

Passed and adopted by the City Council of the City of Fridley this 9th day of September, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

University Avenue Service Road Traffic Changes Project
 Owner: City of Fridley
 Bid Opening: 9/4/2024 3:00 PM



				Engineer's Estimate		Douglas-Kerr Underground, LLC		Park Construction Company		JL Theis, Inc.		New Look Contracting, Inc.		Urban Companies		Forest Lake Contracting, Inc.	
Line Item	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION	LUMP SUM	1	\$ 75,000.00		\$ 65,650.00		\$ 83,650.00		\$ 121,500.00		\$ 90,323.00		\$ 115,000.00		\$ 150,000.00	
2	CLEARING & GRUBBING	LUMP SUM	1	\$ 10,000.00		\$ 16,000.00		\$ 16,200.00		\$ 20,000.00		\$ 4,359.00		\$ 21,750.00		\$ 20,000.00	
3	SALVAGE SIGN	EACH	5	\$ 150.00	\$ 750.00	\$ 40.00	\$ 200.00	\$ 41.80	\$ 209.00	\$ 75.00	\$ 375.00	\$ 50.00	\$ 250.00	\$ 60.00	\$ 300.00	\$ 40.00	\$ 200.00
4	REMOVE DRAINAGE STRUCTURE	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 1,579.00	\$ 3,158.00	\$ 794.00	\$ 1,588.00	\$ 680.00	\$ 1,360.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 1,250.00	\$ 2,500.00
5	REMOVE SIGN	EACH	18	\$ 200.00	\$ 3,600.00	\$ 40.00	\$ 720.00	\$ 41.80	\$ 752.40	\$ 75.00	\$ 1,350.00	\$ 50.00	\$ 900.00	\$ 60.00	\$ 1,080.00	\$ 40.00	\$ 720.00
6	REMOVE CASTING	EACH	7	\$ 500.00	\$ 3,500.00	\$ 313.00	\$ 2,191.00	\$ 245.00	\$ 1,715.00	\$ 200.00	\$ 1,400.00	\$ 350.00	\$ 2,450.00	\$ 600.00	\$ 4,200.00	\$ 350.00	\$ 2,450.00
7	SAWING BIT PAVEMENT (FULL DEPTH)	LN FT	1910	\$ 2.00	\$ 3,820.00	\$ 3.30	\$ 6,303.00	\$ 1.90	\$ 3,629.00	\$ 2.72	\$ 5,195.20	\$ 3.25	\$ 6,207.50	\$ 7.00	\$ 13,370.00	\$ 2.50	\$ 4,775.00
8	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LN FT	230	\$ 5.00	\$ 1,150.00	\$ 4.00	\$ 920.00	\$ 4.95	\$ 1,138.50	\$ 5.67	\$ 1,304.10	\$ 6.00	\$ 1,380.00	\$ 10.00	\$ 2,300.00	\$ 6.00	\$ 1,380.00
9	REMOVE CURB AND GUTTER	LN FT	3465	\$ 5.00	\$ 17,325.00	\$ 6.90	\$ 23,908.50	\$ 5.45	\$ 18,884.25	\$ 12.00	\$ 41,580.00	\$ 5.50	\$ 19,057.50	\$ 15.00	\$ 51,975.00	\$ 7.00	\$ 24,255.00
10	REMOVE PIPE SEWERS	LN FT	35	\$ 50.00	\$ 1,750.00	\$ 48.75	\$ 1,706.25	\$ 41.20	\$ 1,442.00	\$ 35.00	\$ 1,225.00	\$ 27.00	\$ 945.00	\$ 50.00	\$ 1,750.00	\$ 30.00	\$ 1,050.00
11	REMOVE BITUMINOUS PAVEMENT	SQ YD	1430	\$ 10.00	\$ 14,300.00	\$ 5.70	\$ 8,151.00	\$ 17.40	\$ 24,882.00	\$ 12.00	\$ 17,160.00	\$ 12.50	\$ 17,875.00	\$ 15.00	\$ 21,450.00	\$ 5.00	\$ 7,150.00
12	REMOVE CONCRETE WALK	SQ YD	150	\$ 15.00	\$ 2,250.00	\$ 10.30	\$ 1,545.00	\$ 14.50	\$ 2,175.00	\$ 18.00	\$ 2,700.00	\$ 12.50	\$ 1,875.00	\$ 27.00	\$ 4,050.00	\$ 10.00	\$ 1,500.00
13	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	60	\$ 15.00	\$ 900.00	\$ 31.70	\$ 1,902.00	\$ 17.10	\$ 1,026.00	\$ 18.00	\$ 1,080.00	\$ 20.00	\$ 1,200.00	\$ 20.00	\$ 1,200.00	\$ 10.00	\$ 600.00
14	EXCAVATION - COMMON (EV)	CU YD	1995	\$ 25.00	\$ 49,875.00	\$ 34.75	\$ 69,326.25	\$ 22.60	\$ 45,087.00	\$ 31.00	\$ 61,845.00	\$ 41.00	\$ 81,795.00	\$ 34.00	\$ 67,830.00	\$ 60.00	\$ 119,700.00
15	COMMON EMBANKMENT (CV)	CU YD	915	\$ 15.00	\$ 13,725.00	\$ 22.25	\$ 20,358.75	\$ 19.50	\$ 17,842.50	\$ 27.34	\$ 25,016.10	\$ 26.00	\$ 23,790.00	\$ 28.00	\$ 25,620.00	\$ 40.00	\$ 36,600.00
16	EXCAVATION - SUBGRADE (EV)	CU YD	100	\$ 25.00	\$ 2,500.00	\$ 30.55	\$ 3,055.00	\$ 35.60	\$ 3,560.00	\$ 37.00	\$ 3,700.00	\$ 0.01	\$ 1.00	\$ 34.00	\$ 3,400.00	\$ 30.00	\$ 3,000.00
17	STABILIZING AGGREGATE (CV)	CU YD	100	\$ 20.00	\$ 2,000.00	\$ 41.00	\$ 4,100.00	\$ 61.30	\$ 6,130.00	\$ 68.00	\$ 6,800.00	\$ 0.01	\$ 1.00	\$ 100.00	\$ 10,000.00	\$ 36.00	\$ 3,600.00
18	GOEMEMBRANE SYSTEM	SQ YD	172	\$ 80.00	\$ 13,760.00	\$ 33.00	\$ 5,676.00	\$ 35.20	\$ 6,054.40	\$ 12.43	\$ 2,137.96	\$ 48.00	\$ 8,256.00	\$ 36.00	\$ 6,192.00	\$ 33.00	\$ 5,676.00
19	GEOFOAM	CU YD	80	\$ 275.00	\$ 22,000.00	\$ 140.00	\$ 11,200.00	\$ 149.00	\$ 11,920.00	\$ 181.00	\$ 14,480.00	\$ 200.00	\$ 16,000.00	\$ 175.00	\$ 14,000.00	\$ 190.00	\$ 15,200.00
20	STREET SWEEPER (WITH PICKUP BROOM)	HR	18	\$ 250.00	\$ 4,500.00	\$ 210.60	\$ 3,790.80	\$ 188.00	\$ 3,384.00	\$ 122.00	\$ 2,196.00	\$ 1.00	\$ 18.00	\$ 200.00	\$ 3,600.00	\$ 100.00	\$ 1,800.00
21	AGGREGATE BASE CLASS 5	TON	2965	\$ 30.00	\$ 88,950.00	\$ 32.40	\$ 96,066.00	\$ 0.01	\$ 29.65	\$ 36.33	\$ 107,718.45	\$ 1.00	\$ 2,965.00	\$ 42.00	\$ 124,530.00	\$ 53.00	\$ 157,145.00
22	FULL DEPTH RECLAMATION (12")	SQ YD	4510	\$ 2.75	\$ 12,402.50	\$ 3.90	\$ 17,589.00	\$ 18.90	\$ 85,239.00	\$ 1.60	\$ 7,216.00	\$ 3.50	\$ 15,785.00	\$ 5.00	\$ 22,550.00	\$ 3.50	\$ 15,785.00
23	BITUMINOUS ROADWAY PATCH	SQ YD	485	\$ 85.00	\$ 41,225.00	\$ 58.95	\$ 28,590.75	\$ 112.00	\$ 54,320.00	\$ 54.62	\$ 26,490.70	\$ 59.75	\$ 28,978.75	\$ 115.00	\$ 55,775.00	\$ 75.00	\$ 36,375.00
24	TYPE SP 9.5 WEARING COURSE MIX (3,C) (ROADWAY)	TON	260	\$ 110.00	\$ 28,600.00	\$ 125.65	\$ 32,668.00	\$ 123.00	\$ 31,980.00	\$ 142.48	\$ 37,044.80	\$ 168.75	\$ 43,875.00	\$ 135.00	\$ 35,100.00	\$ 133.00	\$ 34,880.00
25	TYPE SP 9.5 WEARING COURSE MIX (3,C) (TRAIL)	TON	1220	\$ 125.00	\$ 152,500.00	\$ 121.35	\$ 148,047.00	\$ 127.00	\$ 154,940.00	\$ 116.90	\$ 142,618.00	\$ 152.75	\$ 186,355.00	\$ 135.00	\$ 164,700.00	\$ 107.00	\$ 130,540.00
26	STRUCTURAL CONCRETE (R552)	CU YD	2	\$ 1,600.00	\$ 3,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,070.00	\$ 2,140.00	\$ 802.44	\$ 1,604.88	\$ 1,450.00	\$ 2,900.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00
27	MODULAR BLOCK RETAINING WALL A	SQ FT	1500	\$ 50.00	\$ 75,000.00	\$ 36.15	\$ 54,225.00	\$ 31.50	\$ 47,250.00	\$ 40.00	\$ 60,000.00	\$ 49.25	\$ 73,875.00	\$ 45.00	\$ 67,500.00	\$ 55.00	\$ 82,500.00
28	MODULAR BLOCK RETAINING WALL B	SQ FT	1770	\$ 75.00	\$ 132,750.00	\$ 88.45	\$ 156,556.50	\$ 76.20	\$ 134,874.00	\$ 84.00	\$ 148,680.00	\$ 118.00	\$ 208,860.00	\$ 100.00	\$ 177,000.00	\$ 265.00	\$ 469,050.00
29	STRUCTURAL EXCAVATION CLASS U	CU YD	377	\$ 40.00	\$ 15,080.00	\$ 47.90	\$ 18,058.30	\$ 21.70	\$ 8,180.90	\$ 13.50	\$ 5,089.50	\$ 35.00	\$ 13,195.00	\$ 50.00	\$ 18,850.00	\$ 40.00	\$ 15,080.00
30	STRUCTURAL BACKFILL	CU YD	585	\$ 60.00	\$ 35,100.00	\$ 71.40	\$ 41,769.00	\$ 48.40	\$ 28,314.00	\$ 33.21	\$ 19,427.85	\$ 60.00	\$ 35,100.00	\$ 50.00	\$ 29,250.00	\$ 40.00	\$ 23,400.00
31	12" RC PIPE SEWER DESIGN 3006 CLASS V	LN FT	18	\$ 100.00	\$ 1,800.00	\$ 270.95	\$ 4,877.10	\$ 83.00	\$ 1,494.00	\$ 90.00	\$ 1,620.00	\$ 142.00	\$ 2,556.00	\$ 120.00	\$ 2,160.00	\$ 200.00	\$ 3,600.00
32	15" RC PIPE SEWER DESIGN 3006 CLASS V	LN FT	16	\$ 120.00	\$ 1,920.00	\$ 297.85	\$ 4,765.60	\$ 83.50	\$ 1,336.00	\$ 102.00	\$ 1,632.00	\$ 142.00	\$ 2,272.00	\$ 150.00	\$ 2,400.00	\$ 200.00	\$ 3,200.00
33	16" RC PIPE SEWER DESIGN 3006 CLASS III	LN FT	16	\$ 250.00	\$ 4,000.00	\$ 396.10	\$ 6,337.60	\$ 202.00	\$ 3,232.00	\$ 254.00	\$ 4,064.00	\$ 242.00	\$ 3,872.00	\$ 275.00	\$ 4,400.00	\$ 500.00	\$ 8,000.00
34	CONNECT TO EXISTING STORM SEWER	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 2,903.00	\$ 11,612.00	\$ 1,240.00	\$ 4,960.00	\$ 1,845.00	\$ 7,380.00	\$ 1,250.00	\$ 5,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,150.00	\$ 4,600.00
35	CASTING ASSEMBLY (CATCH BASIN)	EACH	6	\$ 800.00	\$ 4,800.00	\$ 1,222.00	\$ 7,332.00	\$ 914.00	\$ 5,484.00	\$ 866.00	\$ 5,196.00	\$ 1,000.00	\$ 6,000.00	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00
36	CASTING ASSEMBLY (MANHOLE)	EACH	2	\$ 700.00	\$ 1,400.00	\$ 562.30	\$ 1,124.60	\$ 1,280.00	\$ 2,560.00	\$ 1,212.00	\$ 2,424.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 1,150.00	\$ 2,300.00
37	ADJUST FRAME & RING CASTING (CATCH BASIN)	EACH	7	\$ 500.00	\$ 3,500.00	\$ 240.95	\$ 1,686.65	\$ 377.00	\$ 2,639.00	\$ 440.00	\$ 3,080.00	\$ 1,500.00	\$ 10,500.00	\$ 1,000.00	\$ 7,000.00	\$ 350.00	\$ 2,450.00
38	ADJUST FRAME & RING CASTING (MANHOLE)	EACH	2	\$ 500.00	\$ 1,000.00	\$ 105.95	\$ 211.90	\$ 1,140.00	\$ 2,280.00	\$ 440.00	\$ 880.00	\$ 1,625.00	\$ 3,250.00	\$ 1,800.00	\$ 3,600.00	\$ 700.00	\$ 1,400.00
39	CONSTRUCT DRAINAGE STRUCTURE DES H	LN FT	5	\$ 800.00	\$ 4,000.00	\$ 770.75	\$ 3,853.75	\$ 446.00	\$ 2,230.00	\$ 600.00	\$ 3,000.00	\$ 985.00	\$ 4,925.00	\$ 750.00	\$ 3,750.00	\$ 950.00	\$ 4,750.00
40	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	LN FT	14	\$ 800.00	\$ 11,200.00	\$ 719.15	\$ 10,068.10	\$ 637.00	\$ 8,918.00	\$ 833.00	\$ 11,662.00	\$ 725.00	\$ 10,150.00	\$ 1,200.00	\$ 16,800.00	\$ 1,050.00	\$ 14,700.00
41	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	LN FT	5	\$ 1,000.00	\$ 5,000.00	\$ 1,700.00	\$ 8,500.00	\$ 1,180.00	\$ 5,900.00	\$ 1,549.00	\$ 7,745.00	\$ 1,860.00	\$ 9,300.00	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00
42	RANDOM RIP RAP CL II	CU YD	4	\$ 150.00	\$ 600.00	\$ 189.10	\$ 756.40	\$ 361.00	\$ 1,444.00	\$ 120.00	\$ 480.00	\$ 200.00	\$ 800.00	\$ 150.00	\$ 600.00	\$ 300.00	\$ 1,200.00
43	RANDOM RIP RAP CL III	CU YD	53	\$ 150.00	\$ 7,950.00	\$ 205.15	\$ 10,872.95	\$ 244.00	\$ 12,932.00	\$ 123.00	\$ 6,519.00	\$ 125.00	\$ 6,625.00	\$ 150.00	\$ 7,950.00	\$ 250.00	\$ 13,250.00
44	6" CONCRETE WALK	SQ FT	850	\$ 12.00	\$ 10,200.00	\$ 16.15	\$ 13,727.50	\$ 10.10	\$ 8,585.00	\$ 12.43	\$ 10,565.50	\$ 16.25	\$ 13,812.50	\$ 12.00	\$ 10,200.00	\$ 20.00	\$ 17,000.00
45	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	88	\$ 15.00	\$ 1,320.00	\$ 10.00	\$ 880.00	\$ 20.90	\$ 1,839.20	\$ 12.00	\$ 1,056.00	\$ 23.50	\$ 2,068.00	\$ 23.00	\$ 2,024.00	\$ 20.00	\$ 1,760.00
46	CURB RAMP WALK	SQ FT	2440	\$ 15.00	\$ 36,600.00	\$ 15.75	\$ 38,430.00	\$ 14.40	\$ 35,136.00	\$ 19.32	\$ 47,140.80	\$ 19.25	\$ 46,970.00	\$ 17.00	\$ 41,480.00	\$ 20.00	\$ 48,800.00
47	CONCRETE CURB AND GUTTER DESIGN 8618	LN FT	2710	\$ 22.00	\$ 59,620.00	\$ 24.60	\$ 66,666.00	\$ 30.90	\$ 83,739.00	\$ 39.00	\$ 105,690.00	\$ 37.25	\$ 100,947.50	\$ 37.00	\$ 100,270.00	\$ 28.00	\$ 75,880.00
48	CONCRETE CURB AND GUTTER DESIGN 5512	LN FT	40	\$ 50.00	\$ 2,000.00	\$ 40.80	\$ 1,632.00	\$ 35.90	\$ 1,436.00	\$ 41.00	\$ 1,640.00	\$ 49.25	\$ 1,970.00	\$ 43.00	\$ 1,770.00	\$ 33.00	\$ 1,320.00
49	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	100	\$ 95.00	\$ 9,500.00	\$ 88.25	\$ 8,825.00	\$ 87.50	\$ 8,750.00	\$ 120.00	\$ 12,000.00	\$ 130.00	\$ 13,000.00				



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-111, Authorizing Execution of Grant Agreement with MnDOT for University Avenue Service Road Traffic Changes Project

Background

The City of Fridley's (City) Capital Investment Program (CIP) includes adding a multi-use trail on the west side of Trunk Highway 47 from 61st Avenue to 69th Avenue, conversion to a one-way on the University Avenue West Service Drive, converting the horseshoe on the University Avenue East Service Drive to a cul-de-sac and turnaround on 66th and 67th Avenue, and constructing a trail on the University Avenue East Service Drive between Fourmies Avenue and Mississippi Street. The total project length is approximately 0.88 miles. This project was submitted for eligible Minnesota Department of Transportation (MnDOT) Active Transportation (AT) Infrastructure Program funding for the trail and adjacent improvements in 2022 and received \$500,000 in State funding.

Staff have worked through the approval process with State Aid and had the bidding take place on September 4 for this project. At the September 9, 2024, City Council (Council) meeting, staff will bring a Resolution for Council to approve the awarding of the project to Douglas-Kerr Underground, LLC. for the contract amount of \$1,366,904.70. Staff has sent to MnDOT the bid abstract and project cost participation breakdown for MnDOT's review to receive the final amounts in an encumbrance letter. Attached is the LRIP Grant Agreement template that will be finalized and executed prior to construction beginning.

Financial Impact

The Active Transportation grant will reimburse \$500,000 of the construction costs for the project. The remaining costs of the project will be funded by Minnesota State Aid, Rice Creek Watershed District grant, HRA funding and local funds.

Recommendation

Staff recommend the approval of Resolution No. 2024-111, Authorizing Execution of Grant Agreement with MnDOT for University Avenue Service Road Traffic Changes Project.

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. 2024-111
- Active Transportation Program Grant Agreement Template

Vision Statement

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

Resolution No. 2024-111**Authorizing Execution of Grant Agreement with MnDOT for University Avenue Service
Road Traffic Changes Project Active Transportation Program Grant Agreement
Grant Terms and Condition SAP 127-590-001**

Whereas, the City of Fridley has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

Whereas, the Commissioner of Transportation has given notice that funding for this project is available; and

Whereas, the amount of the grant has been determined to be \$500,000 by reason of the lowest responsible bid.

Now, therefore be it resolved, that the City Council of the City of Fridley does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted by the City Council of the City of Fridley this 9th day of September, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Fridley
7071 University Avenue NE
Fridley, MN 55432

Contact: Brandon Brodhag

RECITALS

1. Minnesota Statute § 174.38 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **August 15, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$500,000.00**.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Brandon Brodhag,
Assistant City Engineer,
7071 University Avenue NE,
Fridley, MN 55432, 763-572-3553,
Brandon.Brodhag@fridleymn.gov.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 State Audits

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

10 Government Data Practices and Intellectual Property Rights

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

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

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

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

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

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

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

15 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment

material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and

the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

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MnDOT Agreement No.

SAP No. 127-590-001

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION*Approval and Certifying Encumbrance*By: _____
(with delegated authority)

Title: State Aid Programs Manager

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MnDOT Agreement No.

SAP No. 127-590-001

EXHIBIT A**SOURCES AND USES OF FUNDS SCHEDULE****SOURCES OF FUNDS**

Entity Supplying Funds	Amount
State Funds:	
AT General Fund Grant	\$500,000.00
SAAS Acct #	\$434,560.00
Other:	
	\$
Subtotal	\$
Public Entity Funds:	
Matching Funds	
Local Match	\$407,442.50
Other:	
	\$
	\$
Subtotal	\$407,442.50
TOTAL FUNDS	\$1,342,002.50

USES OF FUNDS

Expenses	Amount
Items Paid for with AT General Fund Grant Funds:	
Construct trail, ADA curb ramps, concrete curb & gutter, retaining wall	\$500,000.00
	\$
	\$
Subtotal	\$500,000.00
Items paid for with Non-AT General Fund Grant Funds:	
Construct trail, ADA curb ramps, concrete curb & gutter	\$434,560.00
Reconstruct University Avenue East Service Drives, trail, concrete walk, plantings, turf establishment	\$407,442.50
	\$
Subtotal	\$842,002.50
TOTAL PROJECT COSTS	\$1,342,002.50

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MnDOT Agreement No.

SAP No. 127-590-001

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

MnDOT Agreement No.

SAP No. 127-590-001

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

MnDOT Agreement No.

SAP No. 127-590-001

Resolution No. 2024-XX

**Authorizing Execution of Grant Agreement with MnDOT
for University Avenue Service Road Traffic Changes Project
Active Transportation Program Grant Agreement
Grant Terms and Condition
SAP 127-590-001**

Whereas, the City of Fridley has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

Whereas, the Commissioner of Transportation has given notice that funding for this project is available; and

Whereas, the amount of the grant has been determined to be \$500,000.00 by reason of the lowest responsible bid.

Now, therefore be it resolved, that the City Council of the City of Fridley does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Fund any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted by the City Council of the City of Fridley this 26th day of August, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: September 9, 2024

Meeting Type: City Council

Submitted By: Mike Maher, Parks and Recreation Director

Title

Resolution No. 2024-116, Requesting Community Development Block Grant Funds for Oak Hill Park and Jubilee Park Redevelopment and Improvements

Background

Anoka County (County) administers the federal Community Development Block Grant (CDBG) program locally. For the 2024 program year, the County is seeking eligible projects that can be completed within a six-month timeframe. The City of Fridley (City) is eligible for CDBG funds for public facilities due to the proportion of City residents who are considered low to moderate income under the program's guidelines. City staff have identified the reconstruction of Oak Hill and Jubilee Parks as potentially eligible for CDBG funding and are preparing a grant application for the project. Both projects are scheduled for improvements in the Park System Improvement Plan implementation in 2025.

Financial Impact

The application requests \$500,000 of CDBG funds and indicates that the City may accept a partial award. Because CDBG is a federal program, the contracts on the project must follow federal contracting guidelines including payment of prevailing wages and consideration of federally debarred contractors. Because the City frequently uses federal sources for transportation projects, staff is comfortable following these requirements.

Recommendation

Staff recommend the approval of Resolution No. 2024-116, Requesting Community Development Block Grant Funds for Oak Hill Park and Jubilee Park Redevelopment and Improvements.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

Vision Statement

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

-
- Resolution No. 2024-116
 - Oak Hill Park Development Concept from Park System Improvement Plan
 - Jubilee Park Development Concept from Park System Improvement Plan
 - Jubilee Park Playground Design Options Board
 - Oak Hill Park Playground Design Options Board

Vision Statement

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

Resolution No. 2024-116

Requesting Community Development Block Grant Funds for Oak Hill Park and Jubilee Park Reconstruction and Improvements

Whereas, the City of Fridley's (City) approved Park System Improvement Plan identifies Oak Hill Park and Jubilee Park as priority projects for implementation; and

Whereas, staff has developed conceptual designs for the redevelopment of both parks; and

Whereas, in 2024, staff met with residents to gather input on park improvements and playground designs in Oak Hill Park and Jubilee Park and accepted additional feedback from online surveys to inform final designs of each park; and

Whereas, the City has identified these parks as being complimentary to one another due to their proximity and service area; and

Whereas, both parks directly serve a low-moderate income community; and

Whereas, the City believes that the project needs can be met through the Community Development Block Grant (CDBG) program that is administered by Anoka County.

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

1. Supports and approves the implementation of park redevelopment outlined in the Park System Improvement Plan for Oak Hill Park and Jubilee Park, and
2. Requests \$500,000 of Community Development Block Grant funds for the project; and
3. Authorizes City Staff to execute all documents necessary to secure said CDBG funds.

Passed and adopted by the City Council of the City of Fridley this 9th day of September, 2024

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk





Jubilee Park

5334 - 5TH STREET NE

PARK TYPE: MINI PARK
SIZE: 0.4-ACRES
RESIDENTS SERVED: 486+253
SPECIAL USES: NONE

DESCRIPTION:

This park services neighborhoods #36 and #37 in conjunction with Oak Hill Park, which has redundant types of recreation. It has more of an alley on one side with a chain link fence that detracts from the overall character and contains a playground with a bench, a walk connection and a picnic table.



EXISTING PARK FEATURES:



RECOMMENDATIONS & ESTIMATE OF PROBABLE COSTS:

General recommendations include redevelopment of the site with a focus on providing complementary types of recreation from Oak Hill for expanded recreation opportunities within these neighborhoods to meet broader needs and demographics.

Recommendations include:

- Landscape enhancements
- Basketball half court with striping overlay for hopscotch and 4-square (consider keeping height at 8 feet to deter adult use)
- Unique shelter or shade structure with seating beneath it
- Unique or challenge equipment that feels more artistic
- Public art / gateway features
- Trail / walk connections
- Security light

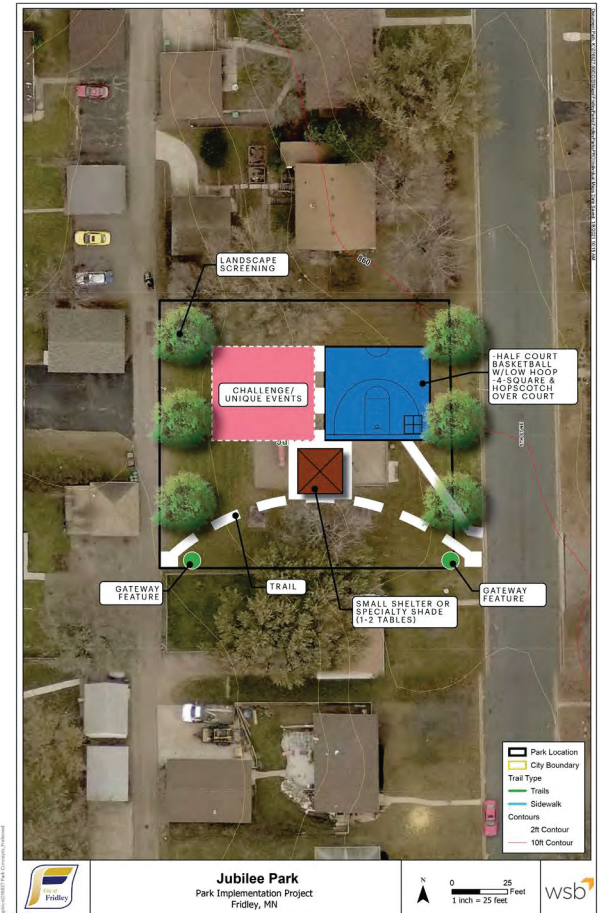
The estimate of probable costs for completing the recommendations shown range from approximately \$207,000 to \$260,000.

Specific assumptions and exclusions:

- Does not account for unknown site factors (poor soils, drainage concerns, etc.)
- Does not include utilities

PRIORITY LEVEL: LOW MEDIUM HIGH

This park, in conjunction with Oak Hill, helps to serve multiple neighborhoods that contain underserved populations, and is ranked high.



Oak Hill Park

5391 - 7TH STREET NE

PARK TYPE: MINI PARK

SIZE: 0.5-ACRES

RESIDENTS SERVED: 253 + 486

SPECIAL USES: NONE

DESCRIPTION:

Mini park with a playground and picnic areas set on a hill of mature oak trees and servicing neighborhoods #37 and #36 in conjunction with Jubilee Park, which currently has redundant amenities. Due to the traffic on 7th Street, there is a chainlink fence along the park boundary.



EXISTING PARK FEATURES:



RECOMMENDATIONS & ESTIMATE OF PROBABLE COSTS:

General recommendations include redevelopment with some minor layout modifications for an improved recreational experience to be complementary to Jubilee Park.

Recommendations include:

- Landscape enhancements, potentially naturalize groundcover among the oaks
- New playground equipment potentially with a natural theme to blend with surroundings
- ADA compliant playground surfacing (engineered wood fiber)
- Concrete playground border
- New realigned concrete walks to potentially remove retaining wall and to meet ADA guidelines (match up to proposed crosswalk locations)
- New seating and picnic areas
- Site furnishings with common characteristic (benches, tables, receptacles, bike racks, drinking fountain, etc.)
- New ornamental or black vinyl clad chain link fencing
- Wayfinding signs
- Security light

The estimate of probable costs for completing the recommendations shown range from approximately \$130,000 to \$165,000.

Specific assumptions and exclusions:

- Does not account for unknown site factors (poor soils, drainage concerns, etc.)
- Does not include utilities

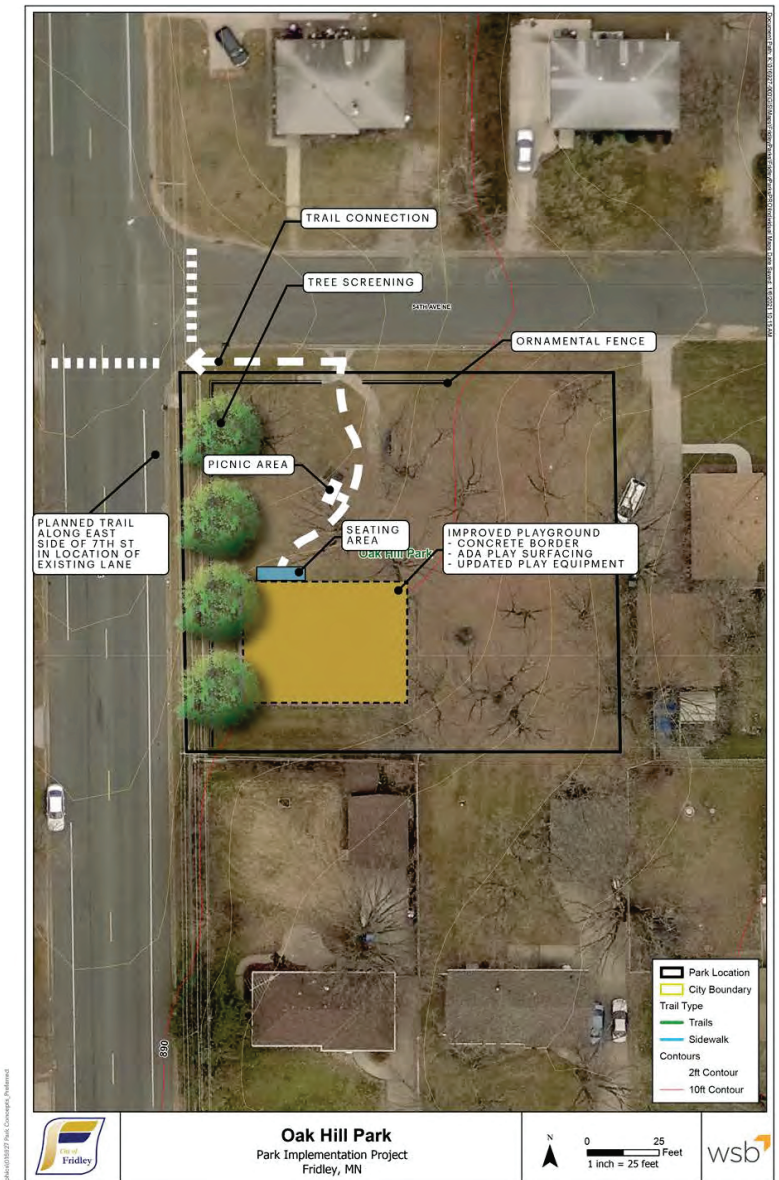
PRIORITY LEVEL:

LOW

MEDIUM

HIGH

This park, in conjunction with Jubilee, helps to serve multiple neighborhoods that contain underserved populations and is ranked medium with Jubilee being a higher priority in order to provide new recreation for broader user groups.



Jubilee Park

5334 - 5TH STREET NE

PARK TYPE: MINI PARK
SIZE: 0.4-ACRES
RESIDENTS SERVED: 486+253
SPECIAL USES: NONE

DESCRIPTION:

This park services neighborhoods #36 and #37 in conjunction with Oak Hill Park, which has redundant types of recreation. It has more of an alley on one side with a chain link fence that detracts from the overall character and contains a playground with a bench, a walk connection and a picnic table.



EXISTING PARK FEATURES:



RECOMMENDATIONS & ESTIMATE OF PROBABLE COSTS:

General recommendations include redevelopment of the site with a focus on providing complementary types of recreation from Oak Hill for expanded recreation opportunities within these neighborhoods to meet broader needs and demographics.

Recommendations include:

- Landscape enhancements
- Basketball half court with striping overlay for hopscotch and 4-square (consider keeping height at 8 feet to deter adult use)
- Unique shelter or shade structure with seating beneath it
- Unique or challenge equipment that feels more artistic
- Public art / gateway features
- Trail / walk connections
- Security light

The estimate of probable costs for completing the recommendations shown range from approximately \$207,000 to \$260,000.

Specific assumptions and exclusions:

- Does not account for unknown site factors (poor soils, drainage concerns, etc.)
- Does not include utilities

PRIORITY LEVEL: LOW MEDIUM HIGH

This park, in conjunction with Oak Hill, helps to serve multiple neighborhoods that contain underserved populations, and is ranked high.

