



City Council Meeting

January 27, 2025

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.](#) Proclaiming the Week of January 27-31 as Winter Salt Awareness Week

Proposed Consent Agenda

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

Meeting Minutes

- [2.](#) Approve the Minutes from the City Council Meeting of January 6, 2025
- [3.](#) Receive the Minutes from the City Council Conference Meeting of January 6, 2025
- [4.](#) Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of December 10, 2024
- [5.](#) Receive the December 5, 2024, Housing and Redevelopment Authority Meeting Minutes
- [6.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of December 2, 2024.
- [7.](#) Receive the December 11, 2024, Public Arts Commission Meeting Minutes

New Business

- [8.](#) Resolution No. 2025-06, Awarding Sylvan Hills Park Improvements Project No. 24-706
- [9.](#) Resolution No. 2025-07, Authorizing the Use of Municipal State Aid System Funding for 2025 Local Improvement Projects

[10.](#) Resolution No. 2025-11, Approving Recommendations by the Public Arts Commission's Top Three Priorities for Placing Public Art in the City of Fridley Public Arts Plan and its Recommendation for its Preferred Location for Placement of Art in Commons Park.

[11.](#) Resolution No. 2025-12, Approving Encroachment Agreement for Fridley Terrace

[12.](#) Resolution No. 2025-13, Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Licenses

[13.](#) Resolution 2025-10, Approving Temporary Intoxicating Liquor Permit for Fridley Lions Club Winter Warm Up Event

Claims

[14.](#) Resolution No. 2025-08, Approving Claims for the Period Ending January 22, 2025

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

[15.](#) Ordinance No. 1428, Amending the Fridley City Code Chapter 209, Fees, to Update Fees Related to Rental Housing Licensure (First Reading)

[16.](#) Resolution No. 2025-05, Receiving a Petition and Ordering Preparation of a Preliminary Report for Traffic Calming Improvements Along East Danube Road

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: January 27, 2025

Meeting Type: City Council

Submitted By: James Kosluchar, Director of Public Works and Engineering
Rachel Workin, Environmental Planner

Title

Proclaiming the Week of January 27-31 as Winter Salt Awareness Week

Background

There is growing awareness of the persistent negative impacts from chloride (salt) pollution on our area's waterbodies. Excess salt can harm aquatic ecosystems and impact other cities' drinking water treatment effectiveness. Once surface or groundwater is contaminated with chlorides, there is no cost-effective removal method. In 2024, Springbrook Creek was formally listed by the Minnesota Pollution Control Agency (MPCA) as impaired for aquatic life due to excess chlorides. While data from Moore Lake and Locke Lake are not available, chloride levels in Rice Creek also regularly exceed the MPCA's chronic chloride pollution standards. Concerningly, data from Rice Creek Watershed District and Coon Creek Watershed District have shown elevated chloride levels in Fridley creeks during late summer which may indicate contamination of shallow groundwater. If unchecked, chloride levels could impact Fridley's deeper aquifers used for drinking water in the future.

While use of chlorides is the most cost-effective means to maintain safe driving and walking conditions throughout the winter, it is estimated that current chloride use can be reduced by 30-50% through the implementation of best practices without compromising safety. In 2019, the City began upgrading its salt trucks with brine systems and automatic vehicle locating technology to reduce its chloride use. This has resulted in a significant reduction in the quantity of deicer used as well as the associated cost. The City also requires all Public Works staff who apply chlorides to attend training through the MPCA's Smart Salting program. Additionally, the City updated the Winter Maintenance Chapter of the City Code during the recodification process to include language on bulk deicer storage and accumulated deicer removal. These measures not only reduce the amount of chloride present in the City's surface waters but reduce costs through the reduced use of deicers as well as damage to infrastructure.

One of the biggest drivers of oversalting is public perception that increased salt leads to increased safety, which is only true up to a certain point and during certain scenarios. Growing initiatives such as *Low Salt, No Salt Minnesota* aim to highlight chloride pollution and share strategies to safely reduce chloride application. Communities throughout Minnesota and Wisconsin as well as the State of Minnesota are also designating the week of January 27 as Winter Salt Awareness Week to provide united messaging around

Vision Statement

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

chloride pollution. At its January meeting, the Environmental Quality and Energy Commission recommended that the City participate in Winter Salt Awareness Week and that the Council issue a proclamation in recognition of the week at its January 27th meeting. During Winter Salt Awareness Week, the City will share information on salt pollution through its outreach channels to build on previous education initiatives including annual newsletter articles, displaying the MPCA's *Smart Salting Exhibit* at Springbrook Nature Center, and hosting Smart Salting Trainings for contractors. Additionally, Commission and Councilmembers are encouraged to attend the Minnesota Pollution Control Agency's virtual Smart Salting: Community Leaders Workshop on January 31 from 11 a.m.- 1 p.m. as well as other expert-led webinars throughout the week. More information and registration can be found at <https://www.pca.state.mn.us/business-with-us/smart-salting-training>.

Financial Impact

None

Recommendation

Staff recommend the City Council proclaim the week of January 27-31 as Winter Salt Awareness Week.

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 of January 27-31 as Winter Salt Awareness Week

Vision Statement

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



Proclamation

Winter Salt Awareness Week – January 27-31, 2025

Whereas, the City of Fridley relies on deicing salt as part of its winter maintenance program to maintain safe and accessible roadways, parking lots and public spaces; and

Whereas, chloride contamination from deicing salt has been found in lakes, streams and shallow groundwater in Fridley's watersheds and across the State; and

Whereas, reducing overuse of deicing salt reduces damage to infrastructure and property, protects freshwater resources and reduces harm to aquatic plants and animals; and

Whereas, it is crucial to raise awareness among residents, businesses and local government agencies about the responsible use of deicing salt to protect both public safety and the long-term health of our freshwater resources; and

Whereas, Winter Salt Awareness Week provides an opportunity to educate the community about the responsible use of deicing salt, including environmental considerations and effective application methods; and

Whereas, the City encourages all residents, businesses and city departments to take part in activities and initiatives that promote the responsible use of deicing salt and encourage the adoption of winter maintenance strategies which maintain safety while reducing environmental harm; and

Whereas, the City is committed to promoting a safe and sustainable approach to winter maintenance for the benefit of present and future generations.

Now therefore, be it resolved, that I, David Ostwald, Mayor of the City of Fridley, do hereby proclaim January 27-31, 2025 as **Winter Salt Awareness Week** in the City of Fridley.

In witness where of, I have set my hand and caused the seal of the City of Fridley to be affixed this 27th day of January, 2025.

Dave Ostwald, Mayor

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



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Approve the Minutes from the City Council Meeting of January 6, 2025

Background

Attached are the minutes from the City Council meeting of January 6, 2025.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of January 6, 2025.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Meeting of January 6, 2025

Vision Statement

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



City Council Meeting

January 6, 2025

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Former Mayor Lund called the City Council Meeting of January 6, 2025, to order at 7:00 p.m.

Present

Former Mayor Scott Lund
Mayor Dave Ostwald
Councilmember Patrick Vescio
Councilmember Ryan Evanson
Councilmember Ann Bolcom

Absent

Councilmember Tom Tillberry

Others Present

Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Jim Kosluchar, Public Works Director
Melissa Moore, City Clerk
Sarah Sonsalla, City Attorney

Pledge Of Allegiance

Proclamations/Presentations

1. Oath of Office

Mayor Lund administered the Oath of Office was administered to Mayor Ostwald. Mayor Lund then stepped down from the Council and Mayor Ostwald joined the Council as Mayor.

Melissa Moore, City Clerk, administered the Oath of Office to new Councilmember Patrick Vescio. Councilmember Vescio joined the Council.

Approval of Proposed Consent Agenda

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

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

Approval/Receipt of Minutes

2. Approve the Minutes from the City Council Meeting of December 23, 2024.
3. Receive the Minutes from the Council Conference Meeting of December 23, 2024.
4. Receive the Minutes from the Planning Commission Meeting of December 18, 2024.

New Business

5. Resolution No. 2025-01, Confirming City Council Appointments and Designations.
6. Resolution No. 2025-04, Approving a Lot Split, LC # 24-02, Petitioned by Maria Herrera, the Property Owner of 5216 Pierce Street N.E.

Claims

7. Resolution No. 2025-03, Approving Claims for the Period Ending January 2, 2025.

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

No one from the audience spoke.

Adoption of Regular Agenda

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

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

Regular Agenda**New Business**

8. Resolution No. 2025-02, Approving Change Order No. 1 for the Private Ash Tree Removal Program Project

Jim Kosluchar, Public Works Director, provided background information on the grant the City received in 2023, the contract that was awarded in 2024, and the work that has been completed thus far. He reviewed the details of the proposed change order, which would increase the contract amount and work that could be done, noting that the additional costs would be covered by the grant funds. He reviewed the next steps and provided appropriate staff contacts for interested residents.

Councilmember Bolkcom asked for a progress update and whether staff believe that another grant cycle would be made available for additional removals. Mr. Kosluchar stated that of the original 100 trees, 25 have been removed. He anticipated that the remainder would be removed by the end of February and additional trees could be queued for removal. He anticipated that 50 to 60 additional trees could be removed under the change order.

Mayor Ostwald asked if this is a one-time grant opportunity or whether the grant would be anticipated to continue as additional trees will need to be removed. Mr. Kosluchar replied that this was a new DNR program, and he was unsure if the DNR would continue to award funds through this program. He stated that if the program is available and there is still a need, staff would apply again.

Motion made by Councilmember Vescio to adopt Resolution No. 2025-02, Approving Change Order No. 1 for the Private Ash Tree Removal Program. Seconded by Councilmember Evanson.

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

Informal Status Reports

Wally Wysopal, City Manager, commented that prior to this meeting the Council had a discussion related to vision and strategic planning and advised that the conference meeting will continue after this meeting.

Councilmember Evanson provided details on the holiday lights recycling currently taking place at City Hall.

Councilmember Bolcom thanked former Mayor Lund for his work over the years and reminded the public of the celebration on February 20th that will honor his contributions.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Ostwald declared the motion carried unanimously and the meeting adjourned at 7:19 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Dave Ostwald
Mayor



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Receive the Minutes from the City Council Conference Meeting of January 6, 2025

Background

Attached are the minutes from the City Council conference meeting of January 6, 2025.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of January 6, 2025.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Conference Meeting of January 6, 2025

Vision Statement

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



City Council Conference Meeting

January 6, 2025

5:30 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

Present: Mayor Dave Ostwald
Councilmember Patrick Vescio
Councilmember Ryan Evanson
Councilmember Ann Bolkcom
Councilmember Tom Tillberry via Zoom

Others Present: Wally Wysopal, City Manager

Items for Discussion

1. Council Visioning Workshop

City Manager Wally Wysopal led the City Council through a workshop to discuss the City's Vision, Mission and Values.



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: EQE Commission

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of December 10, 2024

Background

Attached are the minutes from the EQEC meeting of December 10, 2024.

Financial Impact

None

Recommendation

Receive the minutes of the EQEC meeting of December 10, 2024.

Attachments and Other Resources

- Minutes from the EQEC Commission Meeting of December 10, 2024

Vision Statement

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



ENVIRONMENTAL QUALITY & ENERGY COMMISSION MEETING

December 10, 2024

7:00 PM

Fridley Civic Campus, 7071 University Ave N.E.

MINUTES

Call to Order

Chair Klemz called the Environmental Quality and Energy Commission to order at 7:03 p.m.

Roll Call

Present: Aaron Klemz

Sam Stoxen

Heidi Ferris

Mark Hansen

Absent: Justin Foell

Avonna Starck

Others Present: Rachel Workin, Environmental Planner

Cara Clagget, PYP Coordinator- Hayes Elementary

Approval of Agenda

Motion by Commissioner Ferris to move Item "Update on Partnership between Growing Green Hearts and Fridley Public Schools" from Other Items to New Business Item #1. Seconded by Commissioner Hansen. The motion carried unanimously. Motion by Commissioner Stoxen to approve the agenda as amended. Seconded by Commissioner Ferris. The motion carried unanimously.

Approval of Meeting Minutes

1. Approval of November 12, 2024 Environmental Quality and Energy Commission Meeting Minutes

Motion by Commissioner Hasen to approve the November 12, 2024 meeting minutes. Seconded by Commissioner Stoxen. The motion carried unanimously.

New Business

2. Update on Partnership between Growing Green Hearts and Fridley Public Schools

Cara Clagget of Hayes Elementary School presented on the environmental work being conducted by students of Hayes Elementary and how it integrated into the schools IB curriculum.

3. Renewable Energy Ordinance Language

Ms. Workin shared proposed ordinance language related to renewable energy to be incorporated as part of the City's recodification project. The Commissioners discussed the need to incorporate a drainage plan into the conditions for a conditional use permit for a ground mounted solar array. The Commissioners discussed recommending that native plants be established underneath ground mounted solar arrays and to include that information on the website. It was also recommended that trees being removed during the installation of the ground mounted arrays be replaced with opportunities for cash in lieu if there is not available planting space.

Motion by Commissioner Ferris to approve the proposed Renewable Energy Ordinance Language with the proposed additions of a requirement for a drainage plan and tree replacement plan. Seconded by Commissioner Stoxen. The Motion passed unanimously.

Old Business

4. Energy Action Plan updates

Ms. Workin shared that the City submitted grant applications for solar on the Commons Park and Public Works building. She also shared that the City had submitted the Energy Efficient Buildings program application for Commons Park and was reviewing the report.

5. Grant Updates

Ms. Workin shared that no grants had been awarded or denied in the past month.

6. Outreach and Event updates

Ms. Workin shared that the Environmental Fun Fair had been scheduled for May 17.

Other Items

7. Informal Status Reports

Ms. Workin shared that the City was working with Bauer Brothers to salvage playground equipment in its park projects.

Ms. Workin shared that Minnesota Commercial Rail received a \$15.8 million grant to be used toward replacing its existing trains, including the one in Fridley, with a new train meeting Tier 4 standards.

Ms. Workin shared that the City will be accepting applications for the vacancy on the EQEC will extend a few more days.

Ms. Workin shared that MnDOT will be hosting a virtual meeting on TH47 on December 13 on the TH47 project.

Mr. Hansen shared that a working group of the American Public Works Association- MN was considered strategies to reduce public carbon.

Commissioner Klemz shared that he would be facilitating a webinar on climate resilience and climate hope and would share the link to interested members.

Environmental Quality & Energy Commission
Meeting 12/10/2024

Minutes Page 3

Commissioner Ferris shared that she was working with an environmental educators' group on multiple outreach initiatives.

Commissioner Klemz shared that the state would be participating in Winter Salt Week. Ms. Workin shared that she would suggest the idea of doing a proclamation for the Fridley City Council.

Adjournment

Motion by Commissioner Ferris to adjourn the meeting. Seconded by Commissioner Hansen. The Motion carried unanimously. The meeting was adjourned at 8:22 p.m.

Respectfully submitted,

Rachel Workin

Digitally signed by Rachel
Workin
Date: 2025.01.15 08:49:57 -06'00'

Rachel Workin

Environmental Planner



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the December 5, 2024, Housing and Redevelopment Authority Meeting Minutes

Background

Attached are the Minutes from the December 5, 2024 Housing and Redevelopment Authority Meeting.

Financial Impact

None

Recommendation

Staff recommend the City Council receive the December 5, 2024 HRA Commission Minutes.

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

- HRA Commission Minutes December 5, 2024

Vision Statement

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



Housing and Redevelopment Authority

December 5, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

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

Present

Elizabeth Showalter

Gordon Backlund (arrived at 7:01 p.m.)

Troy Brueggemeier

John Buyse

Rachel Schwankl

Others Present

Paul Bolin, HRA Assistant Executive Director

Joe Starks, Finance Director

Vickie Johnson, Development Consultant

Action Items

1. Approval November 7, 2024, Meeting Minutes

Motion by Commissioner Buyse to approve the meeting minutes of November 7, 2024, as presented.

Seconded by Commissioner Schwankl.

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

2. Designation of an Official Newspaper for 2025

Paul Bolin, Assistant Executive Director, explained that annually the HRA designates an official newspaper. He stated that for the past six years that paper has been the *Minneapolis Star Tribune*, which has changed its name to the *Minnesota Star Tribune*. Staff recommends approval of the resolution as presented.

Commissioner Backlund arrived.

Motion by Commissioner Brueggemeier to approve HRA Resolution No. 2024-05 Designating the Minnesota Star Tribune as the Official Newspaper of the Fridley Housing and Redevelopment Authority for the Year 2025. Seconded by Commissioner Buyse.

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

3. Resolution No. 2024-06 Designating Official Depositories for the Year 2025

Mr. Bolin stated that annually the HRA designates depositories for its funds and provided additional background information supporting the recommendation of staff to approve the resolution as presented.

Motion by Commissioner Buyse to approve HRA Resolution No. 2024-06 Designating Official Depositories for the Housing and Redevelopment Authority for the Year 2025. Seconded by Commissioner Schwankl.

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

4. Proposed 2025 Budget

Joe Starks, Finance Director, stated that this information was reviewed in more detail at the November meeting and asked the Commission to formally approve the HRA 2025 budget tonight. He provided a brief summary of the HRA budget components, highlighting any changes since the November review.

Commissioner Schwankl asked how the sales tax revenue the City will receive will be used. Mr. Bolin replied that those funds would be used towards the loan and grant programs which have income limits. Mr. Starks explained how the funds are allocated and shown in the budget, confirming that those funds can only be used as described by Mr. Bolin.

Motion by Commissioner Brueggemeier to approve of the 2025 HRA Budget as proposed. Seconded by Commissioner Buyse.

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

Informational Items

5. Update on Housing Programs

Mr. Bolin provided an update on the loan and housing program activity during the past month as well as year to date. He noted that it has been a very successful year.

Adjournment

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

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

Respectfully submitted,

Paul Bolin, Staff Liaison



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Mike Maher, Director of Parks and Recreation

Title

Receive the Minutes from the Parks and Recreation Commission Meeting of December 2, 2024

Background

Attached are the minutes from the Parks and Recreation Commission meeting of December 2, 2024.

Financial Impact

None.

Recommendation

Receive the minutes from the Parks and Recreation Commission meeting of December 2, 2024.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the Parks and Recreation Commission of December 2, 2024

Vision Statement

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



Park Commission Meeting

December 2, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

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

Present

Luke Cardona
EB Graham
Peter Borman
Melissa Luna
Tim Kirk
Ken Schultz
Don Whalen

Also Present

Mike Maher, Parks and Recreation Director
Scott Hickok, Community Development Director
Scott Lund, Mayor

Approve Parks & Recreation Commission Agenda for December 2, 2024

Motion by Commissioner Cardona to approve the December 2, 2024, meeting agenda. Seconded by Commissioner Graham. The motion passed unanimously.

Approve Parks & Recreation Commission Minutes for November 4, 2024

Motion by Commissioner Graham to approve the November 4, 2024 meeting minutes. Seconded by Commissioner Whalen. The motion passed unanimously.

Open Forum

No comments.

New Business

1. Fridley Public Art Initiative

Mike Maher, Parks and Recreation Director, introduced the guests present to speak about this item.

Mayor Scott Lund spoke about the community benefits of public art and explained that \$100,000 was anonymously donated this year as a seed for public art. He stated that the first piece of art has already been commissioned to be located at Moore Lake Park and two donations were received to fund that piece. He provided an update on recent activity of the Board of Directors for this foundation and stated that the main job of the foundation will be to raise funds for the purpose of public art. He explained that the Public Art Commission will then do the work on selecting pieces and finding appropriate locations. He hoped that the public will also support this public art initiative.

Commissioner Whalen noted the proximity to Minneapolis, which is rich in the arts. Mayor Lund noted other communities that also participate in public art.

Chair Borman noted the reconstruction planned for Mississippi which would include roundabouts and asked if those are being considered as locations for public art. Mayor Lund commented that he did not believe that roundabouts were included in the list but explained that the Public Arts Commission has begun to draft a list of priority locations for art installations.

Commissioner Cardona asked if there are grants available for this purpose. Mayor Lund confirmed that there are noting that they have had someone come to speak to them to provide information on available grant funds.

Scott Hickok, Community Development Director, provided background information on the public engagement and process that led to the ultimate creation of the Public Arts Commission and 501C3. He identified public art already found in Fridley and also explained how the East River Road corridor could be split up into different districts and themes. He explained that the anonymous donation of \$100,000 for the purpose of public art helped to move this forward, acknowledging that continued donations and fundraising will be important in continuing this initiative. He reviewed some ideas and locations that have been submitted through the public engagement process. He then provided more specific information on the water-related art for Moore Lake Park.

Commissioner Cardona asked if there would be any focus on local artists. Mr. Hickok stated that the focus is finding the best art for the location, which would include a review of both local and nonlocal artists. Mayor Lund commented on some local artists that they are aware of and have been in contact with. They also spoke about the value they are receiving on the first piece of art.

The Commission

2. Sylvan Hills Park Design Review

Mr. Maher stated that Sylvan Hills Park was originally scheduled to be a 2024 project. He stated that a large grant was received from the WMO in order to incorporate water treatment-related improvements to the project which delayed the project to 2025 in order to plan appropriately. He reviewed the project goals and highlights, explaining how the water quality improvements will compare to the existing conditions. He also provided a brief reminder of the theme for the play area. He stated that the plan would be to put the project out for bids in the next month.

Commissioner Graham asked if the lawn area would be large enough for playing. Mr. Maher replied that area would be the size of about four tennis courts and therefore would create room for playing in open space.

Motion by Commissioner Cardona to endorse the updated schematic design of Sylvan Hills Park. Seconded by Commissioner Schultz. The motion passed unanimously.

3. Fridley Parks and Recreation Commission Draft 2025 Workplan

Mr. Maher stated that he created a draft for the workplan to look ahead into 2025 to review with the Commission. He reviewed the 2025 workplan highlights and welcomed input.

Commissioner Cardona stated that he would like to focus on meeting with more youth sports associations, ensuring that they schedule ahead of time for proper planning. Mr. Maher confirmed that could be a priority and he would reach out to the different groups in attempt to connect with them in 2025.

Commissioner Cardona commented that it would be great to receive updates on the Public Arts Commission. Mr. Maher stated that perhaps he could include that in his list of monthly reports.

Chair Borman also reviewed the 2025 meeting schedule. Mr. Maher commented that the Commission already adopted the meeting calendar and he simply included it for the Commission to have on hand.

Staff Reports

4. Springbrook Nature Center Report

Mr. Maher briefly reviewed the report, highlighting upcoming programming and events. He also welcomed a new seasonal staff member and recognized a seasonal staff member that will be exiting.

5. Fridley Parks and Recreation Division Report

Mr. Maher provided an overview of the report.

6. Park Maintenance and Construction Report

Mr. Maher provided an update on the recent activity of staff and the seasonal activities.

Unfinished Business

None.

Adjournment

Commissioner Kirk made the motion to adjourn the meeting at 8:17 p.m. Seconded by Commissioner Whalen. The motion passed unanimously.

Respectfully submitted,

Mike Maher, Staff Liaison



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Julianne Beberg, Office Coordinator

Title

Receive the December 11, 2024, Public Arts Commission Meeting Minutes

Background

Attached are the Minutes from the December 11, 2024 Public Arts Commission Meeting.

Financial Impact

None

Recommendation

Staff recommend the City Council receive the December 11, 2024 Public Arts Commission Minutes.

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

- Public Arts Commission Minutes December 11, 2024

Vision Statement

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



Public Arts Commission

December 11, 2024

6:00 PM

Fridley Civic Campus, 7071 University Ave N.E.

Minutes

Call to Order

6:00 PM

Present

Josh Collins
 Ryan Fugleberg
 Kara Ruwart
 Frank Sedzielarz
 Maija Sedzielarz
 Gary Swanson

Mayor, Scott Lund
 Council Member Ann Bolkcom

Staff Liaison:
 Scott Hickok

Absent

Gary Osterbauer

Approve of Meeting Minutes of November

Minutes approved with the following modifications identified by Maija Sedzielarz. Makilyn Koep (rather than nickname Mak), is the Executive Director (rather than Director) of the Rumriver Arts Center (rather than the Rum River Center for the Arts).

Note: In the interest of continuity, the agenda's order was reversed (old business/new business), and the Commission finished their work on Definitions and Goals, before moving on to Preferred Public Art Locations. The order on the minutes has remained as it was originally.

New Business

Preferred Public Art Placement Locations

Ryan Fugleberg suggested that the Commission Members express their top 3 choices in the Public Art Placement suggestions. He suggested that his were:

Commons Park
 Mississippi Street Underpass
 Civic Campus

Gary Swanson concurred with Ryan's choices.

Scott Hickok asked for clarification of order. Mr. Swanson responded Commons park and then the second and third could be interchangeable.

A general discussion ensued and concluded with all members agreeing on the top three. Mr. Fugleberg asked if representatives of the Park could be present to discuss details of plan at the January Commission Meeting.

Motion by Ryan Fugleberg, Seconded by Johua Collins to approve the top three priority Public Art locations as follows: Commons Park, Mississippi Street Underpass, Civic Campus. Motion Passed unanimously.

Old Business

Definition of Public Art and Goals

Definition of Public Art

A work of art designed and or created by an artist or artist-led team located indoor or outdoors and visually and/or physically accessible to the public. It may include permanent visual art, performances, installations, evets and temporary works.

New Goal 1, Community: Foster community identity and spirit, promote cultural enrichment and economic development through creative arts, encourage public art involvement, and inspire innovation to build a vibrant arts community.

New Goal 2, Historic/Cultural focus: Develop distinctive destinations that highlight the area's evolving history and foster collaboration among artists and Fridley's diverse community, celebrating heritage, ethnicity, and civic pride to transform it into an arts destination.

New Goal #3. Arts Commission focus: The Arts Commission aims to connect with city departments for public art programs, engage with other jurisdictions for support, communicate goals citywide, ensure maintenance of art collections, and partner with the Fridley Arts Foundation for long-term funding and program viability.

A general Discussion ensued regarding Goals.

Motion by Maija Sedzielarz, seconded by Gary Swanson to approve the definition of Public Art and Goals as submitted. Motion passed unanimously.

Other Items

Mayor Lund updated the Commission on his Public Art Foundation work and discussed application deadline for next round of grants and indicated that a paid staff will be required as part of the application process for qualifications.

Adjournment

Motion by Maija Sedzielarz, seconded by Frank Sedzielarz at 8:15 PM

Respectfully submitted,

Scott Hickok
Recording Secretary



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Jim Kosluchar, Public Works Director
 Brandon Brodhag, Assistant City Engineer
 Nic Schmidt, Civil Engineer

Title

Resolution No. 2025-06, Awarding Sylvan Hills Park Improvements Project No. 24-706

Background

On January 16 at 2 p.m., bids were publicly opened online via the virtual platform available on QuestCDN and Microsoft Teams for the Sylvan Hills Park Improvements Project. Nine responsive bids were received.

This project is part of the City of Fridley's Park System Improvement Plan (PSIP). Sylvan Hills Park is located in the west central section of the city (see Exhibit A). The purpose of the project is to provide park improvements that include improved accessibility, playground equipment, and added amenities such as a new picnic shelter. The playground equipment will be installed by specialized contractors and the remaining sitework and installations will be completed by the site work contractor.

In addition to the recreational improvements, the Mississippi Watershed Management Organization (MWMO) identified Sylvan Hills as a strategic location for regional stormwater treatment and flood mitigation. A stormwater treatment area, underground storage area, and enhanced pollinator habitat were included in the project. In March 2024, MWMO awarded the City a grant in the amount of \$1,493,000 to design and construct the stormwater improvements.

As noted, nine responsive bids were received. The low bid was received from Peterson Companies, Inc. of Chisago City, MN in the amount of \$1,239,791.59, which is 14% below the final engineer's estimate of \$1,448,985.10 (see Exhibit B). The next lowest bid was within \$109,144.86 (9%) of Peterson's bid. Note that the six lowest bids were all within \$218,572 of one another. Of the nine bids, the high bid received was \$1,768,381. Staff believes the amount of bids received and Peterson Companies' competitive bid is attributed to having availability in their schedule at the beginning of the 2025 construction season.

Construction of this project is anticipated for next spring with final completion by November. Note all work under the project must meet federal prevailing wage requirements.

Peterson Companies has successfully completed four projects for the City in the past four years as well as others within the past several years. The most recent were the Craig Park Improvements, East Moore Lake Biochar & Iron-Enhanced Sand Filter, Farr Lake/Danube Ponds Dredging, and 2024 Neighborhood

Vision Statement

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

Parks Improvements Projects. Staff believes they are a responsive and reputable contractor and will deliver the project with the requisite quality specified in the bid documents.

The resolution requests the bid amount of \$1,239,791.59 with a 5% contingency. The contingency would be available for any unforeseen minor exclusions in the plans, or additional improvements that may be identified by staff during construction of the project. If the 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.

Financial Impact

Funding is provided through the stormwater improvements grant received from the Mississippi Watershed Management Organization, and by bond proceeds through the Capital Investment Program.

Recommendation

Staff recommends the approval of Resolution No. 2025-06, Awarding Sylvan Hills Park Improvements Project No. 24-706.

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. 2025-06
- Exhibit A – Project Location
- Exhibit B – Bid Tabulation

Vision Statement

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

Resolution No. 2025-06

Awarding Sylvan Hills Park Improvements Project No. 24-706

Whereas, the City of Fridley (City) began a process of understanding the needs and desires of residents for City parks improvements in 2019 called "Finding Your Fun in Fridley" by conducting public workshops with residents; and

Whereas, Fridley residents expressed an interest in improving City parks by upgrading playgrounds and amenities; and

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

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

Whereas, the City has received Mississippi Watershed Management Organization (MWMO) grant funding in the amount of \$1,493,000 to design and construct the stormwater improvements for the Project.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby receives the bids for the Sylvan Hills Park Improvements Project No. 24-706 per the attached bid tabulation and awards the project to the lowest responsive bidder, Peterson Companies, Inc. of Chisago City, MN in the amount of \$1,301,781.17 which includes a 5% contingency.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk

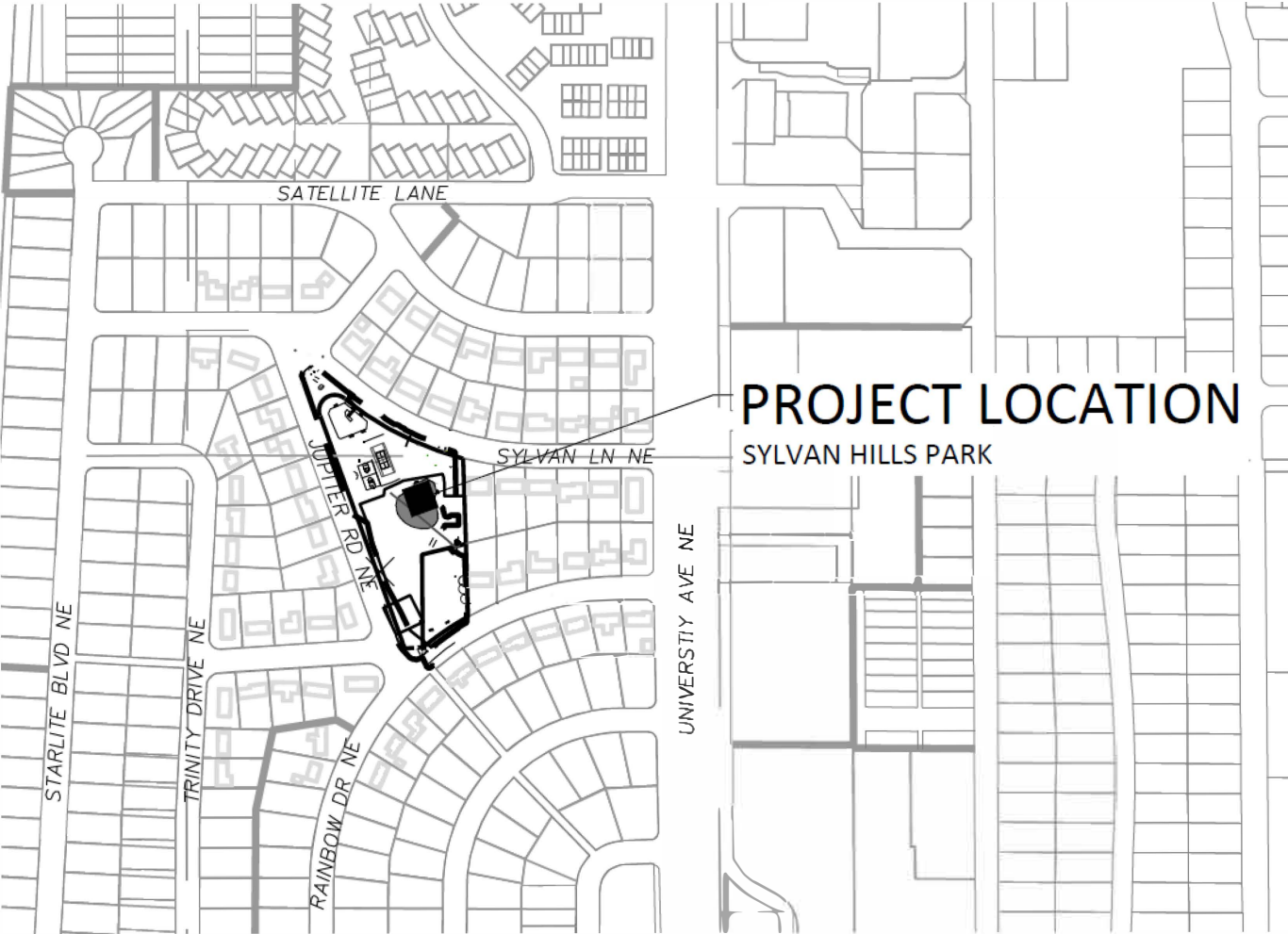


EXHIBIT B

BID TABULATION

SYLVAN HILLS PARK IMPROVEMENTS PROJECT NO. 24-706

BID OPENING: JANUARY 16, 2025 / 2:00 P.M. (QUEST CDN #9470873)



				PETERSON COMPANIES, INC.				GUSTAFSON EXCAVATING, INC.				SWAN COMPANIES				SHORELINE LANDSCAPING				NEW LOOK CONTRACTING, INC.				KAMISH EXCAVATING, INC.				PEMBER COMPANIES, INC.				FOREST LAKE CONTRACTING, INC.				URBAN COMPANIES, LLC			
				CHICAGO CITY, MN				NORTH BRANCH, MN				COLUMBIA HEIGHTS, MN				CHICAGO CITY, MN				ROGERS, MN				SOUTH ST. PAUL, MN				MENOMONIE, WI				FOREST LAKE, MN				ST. PAUL, MN			
SEQ.	DESCRIPTION	UNITS	QTY.	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE								
1	MOBILIZATION	LS	1	70,000.00	70,000.00	113,250.00	113,250.00	79,892.50	79,892.50	34,550.00	34,550.00	48,300.00	48,300.00	40,000.00	40,000.00	40,000.00	70,741.00	50,540.00	50,540.00	68,000.00	68,000.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00	191,500.00								
2	CLEARING AND GRUBBING (TREE GREATER THAN 6")	EA	2	400.00	800.00	221.50	443.00	1,375.00	2,750.00	915.00	1,830.00	2,800.00	5,600.00	750.00	1,500.00	1,500.00	800.00	1,616.00	1,000.00	2,000.00	900.00	1,800.00	2,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00								
3	SALVAGE STOP SIGN	EA	1	200.00	200.00	51.20	51.20	82.50	82.50	85.00	85.00	75.00	75.00	100.00	100.00	35.00	35.00	55.00	55.00	55.00	50.00	50.00	57.50	57.50	57.50	57.50	57.50	57.50	57.50	57.50	57.50								
4	REMOVE CRUSHED LESTONITE	SV	9,410	2.00	18,820.00	0.01	94.10	0.50	4,705.00	0.22	2,070.20	2.30	21,640.00	2.00	18,820.00	0.25	2,352.50	1.15	10,821.50	0.01	94.10	1.00	9,410.00	1.00	9,410.00	1.00	9,410.00	1.00	9,410.00	1.00	9,410.00	1.00	9,410.00						
5	REMOVE STORMSEWER STRUCTURE	EA	5	7,000.00	35,000.00	5,848.00	29,240.00	5,268.00	26,340.00	1,000.00	5,000.00	2,800.00	14,000.00	1,000.00	5,000.00	500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00								
6	REMOVE STORM SEWER (ALL SIZES)	LF	150	15.00	2,250.00	8.25	1,237.50	16.87	2,530.50	34.00	5,100.00	48.00	7,200.00	20.00	3,000.00	15.00	2,250.00	19.40	2,910.00	17.00	2,550.00	4.00	6,000.00	4.00	6,000.00	4.00	6,000.00	4.00	6,000.00	4.00	6,000.00								
7	SAWCUT BITUMINOUS PAVEMENT	LF	134	6.00	804.00	4.60	616.40	6.16	820.44	3.00	402.00	6.50	877.00	7.50	1,050.00	6.11	818.74	3.75	502.50	6.00	804.00	1.00	1,340.00	1.00	1,340.00	1.00	1,340.00	1.00	1,340.00	1.00	1,340.00	1.00	1,340.00						
8	REMOVE BITUMINOUS SURFACE	SV	59	7.00	413.00	4.20	247.80	11.19	660.21	24.92	1,470.28	8.21	484.39	15.00	885.00	5.47	322.73	11.75	693.25	14.00	826.00	22.00	1,288.00	22.00	1,288.00	22.00	1,288.00	22.00	1,288.00	22.00	1,288.00	22.00	1,288.00						
9	REMOVE SIDEWALK PAVEMENT	SV	42	25.00	1,050.00	14.70	617.40	31.43	1,320.06	30.00	1,260.00	12.00	504.00	15.00	630.00	5.72	240.24	25.00	1,050.00	14.00	588.00	20.00	840.00	20.00	840.00	20.00	840.00	20.00	840.00	20.00	840.00	20.00	840.00						
10	REMOVE CONCRETE CURB AND GUTTER	LF	220	6.00	1,320.00	3.75	825.00	6.00	1,320.00	18.77	4,129.40	12.00	2,640.00	10.00	2,200.00	7.10	1,562.00	9.30	2,046.00	14.00	3,080.00	12.00	2,640.00	12.00	2,640.00	12.00	2,640.00	12.00	2,640.00	12.00	2,640.00	12.00	2,640.00						
11	REMOVE CHAIN LINK FENCE	LF	239	20.00	4,780.00	12.40	2,963.60	7.82	1,868.98	7.43	1,775.77	5.00	1,195.00	15.00	3,585.00	4.22	1,006.28	13.50	3,226.50	15.00	3,585.00	10.00	2,900.00	10.00	2,900.00	10.00	2,900.00	10.00	2,900.00	10.00	2,900.00	10.00	2,900.00						
12	REMOVE RETAINING WALL (WOOD AND BLOCK)	LF	316	4.00	1,264.00	3.65	1,153.40	7.31	2,309.96	10.28	3,248.48	30.00	9,480.00	5.00	1,580.00	7.50	2,276.36	6.00	1,896.00	15.00	4,740.00	25.00	7,900.00	25.00	7,900.00	25.00	7,900.00	25.00	7,900.00	25.00	7,900.00	25.00	7,900.00						
13	REMOVE RUBBER SURFACING	SF	203	4.00	812.00	0.35	71.05	3.25	659.75	12.56	2,549.68	5.00	1,015.00	7.50	1,522.50	1.48	300.44	3.20	640.60	12.00	2,436.00	10.00	2,030.00	10.00	2,030.00	10.00	2,030.00	10.00	2,030.00	10.00	2,030.00	10.00	2,030.00						
14	REMOVE PARK BENCH	EA	8	200.00	1,600.00	41.10	488.80	165.00	1,320.00	265.43	2,123.04	20.00	1,600.00	150.00	1,200.00	35.00	700.00	185.00	1,480.00	550.00	4,400.00	500.00	4,000.00	500.00	4,000.00	500.00	4,000.00	500.00	4,000.00	500.00	4,000.00	500.00	4,000.00						
15	REMOVE BASKETBALL GOAL	EA	2	200.00	400.00	472.50	945.00	165.00	330.00	443.75	887.50	860.00	1,720.00	350.00	1,050.00	70.00	140.00	325.00	650.00	550.00	1,100.00	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00							
16	REMOVE TRASH RECEPTACLE	EA	2	200.00	400.00	61.10	122.20	82.50	165.00	162.50	325.00	85.00	170.00	250.00	500.00	50.00	100.00	35.00	70.00	150.00	300.00	600.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00							
17	REMOVE TENNIS NET AND COMPONENTS	LS	1	200.00	200.00	217.00	217.00	181.50	181.50	600.00	600.00	1,320.00	1,320.00	500.00	500.00	138.60	138.60	430.00	430.00	2,000.00	2,000.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00							
18	REMOVE PARK SIGN	EA	1	200.00	200.00	23.40	23.40	148.50	148.50	425.00	425.00	1,300.00	1,300.00	180.00	180.00	200.00	200.00	303.53	303.53	290.00	290.00	500.00	500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00							
19	REMOVE LIGHT POLE AND FIXTURES	EA	1	800.00	800.00	240.00	240.00	181.50	181.50	1,200.00	1,200.00	1,300.00	1,300.00	1,300.00	1,300.00	1,550.00	1,550.00	615.60	615.60	1,000.00	1,000.00	3,500.00	3,500.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00							
20	REMOVE UNDERGROUND ELECTRIC	LF	216	5.00	1,080.00	3.10	669.60	3.82	825.12	9.49	2,049.84	8.21	1,773.36	8.00	1,728.00	8.73	1,885.68	8.50	1,836.00	3.00	900.00	9.50	2,052.00	9.50	2,052.00	9.50	2,052.00	9.50	2,052.00	9.50	2,052.00	9.50	2,052.00						
21	COMMON EXCAVATION (EV) (P)	CY	1,555	6.00	9,330.00	24.40	37,920.00	26.88	41,798.40	25.16	39,123.80	18.22	28,132.00	32.00	49,760.00	28.95	44,617.25	40.00	62,000.00	22.00	34,210.00	32.00	49,760.00	32.00	49,760.00	32.00	49,760.00	32.00	49,760.00	32.00	49,760.00	32.00	49,760.00						
22	SURFACING CORRECTION (CV)	CY	726	16.00	11,616.00	6.65	4,827.90	11.36	8,247.36	9.00	6,534.00	15.00	10,890.00	32.00	23,232.00	12.15	8,820.90	30.00	21,420.00	32.00	23,232.00	50.00	16,500.00	50.00	16,500.00	50.00	16,500.00	50.00	16,500.00	50.00	16,500.00	50.00	16,500.00						
23	HAIL AND DISPOSE OF MATERIAL (CV)	CY	4,813	20.00	96,260.00	40.70	196,867.10	26.71	128,500.17	94.96	456,750.08	22.50	107,895.00	25.00	120,325.00	20.00	96,260.00	24.80	119,491.20	33.00	158,661.00	33.00	158,661.00	33.00	158,661.00	33.00	158,661.00	33.00	158,661.00	33.00	158,661.00	33.00	158,661.00						
24	SELECT TOPSOIL BORROW (CV)	CY	400	45.00	18,000.00	18.30	7,320.00	48.13	19,252.00	79.80	31,920.00	20.00	8,000.00	45.00	18,000.00	52.43	20,972.00	49.50	19,800.00	1.00	45.00	50.00	20,000.00	50.00	20,000.00	50.00	20,000.00	50.00	20,000.00	50.00	20,000.00	50.00	20,000.00						
25	ROOTING TOPSOIL BORROW (CV) (P)	CY	76	50.00	3,800.00	80.10	6,087.60	72.37	5,492.16	98.19	7,462.44	48.00	3,600.00	60.00	4,500.00	59.40	4,509.60	100.00	7,600.00	84.00	6,384.00	60.00	4,800.00	60.00	4,800.00	60.00	4,800.00	60.00	4,800.00	60.00	4,800.00	60.00	4,800.00						
26	BIORETENTION MEDIA (CV) (P)	CY	570	40.00	22,800.00	64.40	36,768.00	48.38	27,519.60	63.02	35,921.40	58.00	33,660.00	45.00	25,650.00	48.02	27,371.40	72.35	41,239.50	76.00	43,320.00	60.00	36,000.00	60.00	36,000.00	60.00	36,000.00	60.00	36,000.00	60.00	36,000.00	60.00	36,000.00						
27	12" RCP PIPE STORM SEWER	LF	134	85.00	11,390.00	52.50	7,035.00	58.83	7,864.62	44.12	5,910.14	65.00	8,770.00	85.00	11,390.00	65.00	8,770.00	85.00	11,390.00	52.50	7,035.00																		



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

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

Title

Resolution No. 2025-07, Authorizing the Use of Municipal State Aid System Funding for 2025 Local Improvement Projects

Background

The City of Fridley (City) is proud to be one of a handful of cities in the State of Minnesota (State) with a certified complete Municipal State Aid System (MSAS) street system. Complete MSAS cities can use MSAS funds on local (non-MSAS) streets. To be eligible to use our MSAS funds on the City's non-MSAS neighborhood streets or for other uses off our MSAS system, Minnesota Statutes § 8820.1800 requires the Fridley City Council (Council) request the approval of these uses by resolution.

The attached resolution allows disbursement of funds from the City's population portion of the MSAS revenues for the local or off-system portions for the proposed projects as follows:

- ADA Improvements Project
- 2025 Street Rehabilitation Project
- University Avenue Service Road Traffic Changes Project
- 2026-01 Street Project
- 85th Avenue (CR 132) Roundabout at Springbrook Nature Center (Anoka County)
- Traffic Signal Installation/Replacements
- Traffic Safety Upgrades (Improvements)
- Trail and Sidewalk Upgrades

The resolution does not authorize construction of any project, or commit the City to completing any project, rather enables the most flexible use of the City's MSAS funds in the event a project moves forward to construction by a future Council action.

Financial Impact

There is no financial impact in approving this resolution. The resolution allows use of funding sources as intended in the City's Capital Investment Plan for these projects.

Vision Statement

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

Recommendation

Staff recommend the approval of Resolution No. 2025-07, Authorizing the Use of Municipal State Aid System Funding for 2025 Local Improvement Projects.

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. 2025-07

Vision Statement

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

Resolution No. 2025-07**Authorizing the Use of Municipal State Aid System Funding for 2025 Local Improvement Projects**

Whereas, the City of Fridley (City) receives Municipal State Aid System (MSAS) funds for construction and maintaining 20% of its City streets: and

Whereas 22.9 MSAS miles are currently authorized and have been improved to State Aid standards and most are in an adequate condition that they do not have needs other than additional surfacing: and

Whereas, the City currently has 88.7 miles of local streets including some mileage that requires maintenance and upgrade; and

Whereas, it is authorized by MN Rules 8820.1800 to use part of the MSAS construction appropriation of our City's State Aid allocation on local streets not on the approved State Aid system: and

Whereas, it is proposed to systematically resurface these streets and enhance multimodal access, upgrade the storm sewer system for improved drainage and water quality, and provide additional strength to the streets for traffic survivability: and

Whereas, it is proposed to use a portion of the City's population allocation funds to upgrade local streets: and

Whereas, the City has identified the MSAS and local (non-MSAS) uses for inclusion as listed in this resolution: and

Whereas the MSAS and local streets associated with the following projects require repair and reconstruction of surface and drainage elements:

- ADA Improvements Project
- 2025 Street Rehabilitation Project
- University Avenue Service Road Traffic Changes Project
- 2026-01 Street Project
- 85th Avenue (CR 132) Roundabout at Springbrook Nature Center (Anoka County)
- Traffic Signal Installation/Replacements
- Traffic Safety Upgrades (Improvements)
- Trail and Sidewalk Upgrades; and

Whereas, the City indemnifies saves and holds harmless the State of Minnesota and its agents and employees from claims, demands, actions, or causes of action arising out of

or by reason or matter related to constructing the local streets as designed; and

Whereas, the City further agrees to defend at its sole cost any claims arising as a result of constructing the local streets: and

Whereas, the final approval of the State Aid for Local Transportation Division is therefore required.

Now, therefore it be resolved, that the City of Fridley, Anoka County, Minnesota, requests the release of MSAS funds for the upgrade and reconstruction of City municipal streets.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director

Title

Resolution No. 2025-11, Approving Recommendations by the Public Arts Commission's Top Three Priorities for Placing Public Art in the City of Fridley Public Arts Plan and its Recommendation for its Preferred Location for Placement of Art in Commons Park.

Background

At the December 11, 2024, Public Arts Commission Meeting, Ryan Fugleberg suggested that the Commission Members express their top three choices in the Public Art Placement suggestions. These top three priorities would give the Fridley Creative Arts Foundation a vision of location at least for their fund-raising efforts. He suggested that his priority locations were:

- Commons Park
- Mississippi Street Underpass
- Civic Campus

After a brief discussion, these locations were universally endorsed by the Public Arts Commission and passed in a vote of 7-0.

Mike Maher, Director of Parks and Recreation attended the January 8, 2025, Public Arts Commission meeting as a guest to present the plans for the Commons Park Redevelopment Plan. Mr. Maher indicated that the group that he has been working with, the Parks Master Plan group includes architects, landscape architects, engineers, and other City of Fridley staff. Mr. Maher indicated that group has taken on the term "Hub" for the area defined by the circular sidewalks. Much like a wheel this area acts as the center from which everything else radiates outward.

As he discussed the building, he discussed the attractive materials chosen for the building's exterior. He stated that the building is meant to blend in and have a presence. On the interior, Mr. Maher described the various spaces, the event/classrooms that expand or can be used as separate spaces, the warming house area that can be utilized to warm up or for rest rooms and vending in that area. The art discussed is intended to create a fun colorful expression. The group purposely did not have a sports theme to the art to keep it as inclusive as possible and to not become dated over time.

Vision Statement

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

Focusing on the Art placement and potential areas, Mr. Maher pointed out the area on the east side of the building, indicating that the sail shade structure, performance area has been illustrated, but the area between the sail shade area of the building and the building itself has been less defined. Mr. Maher pointed out the planter was where people could sit and suggested that that may be an area that the group would like to consider for art.

The Commission members began a general discussion of the potential for art in that area. A Commissioner asked if Mr. Maher knew the dimensions (diameter) of the space. He indicated that he could get back to them and make that available. However, while he did not know right off, his best estimate would be approximately 15 feet. Commissioner Ruwart envisioned a piece of art with movement, suggesting a mobile would be interesting. Chair Collins indicated he too thought a piece of kinetic (moving) art would be appropriate in that location. Chair Collins was involved with the St. Paul Union Depot installation of a Kinetic Art Piece and thought that if that is the direction the Commission was headed they should begin to talk to artists about what kind of sculpture would fit in that space and how much to budget in that instance. Mr. Collins continued by stating that kinetic art can get expensive quickly and that the art at Union Depot was well over \$100k. The exact art that would be appropriate would be recommended in a future Resolution before the City Council.

A motion was made and unanimously approved by the Public Arts Commission to approve the Public recommendation that there be a public art installation within the planted area, with a seating wall around it, east of the new planned park building. Exhibit A has been attached to illustrate the location selected. Commissioner Ruwart asked to make sure it has electrical capabilities, or at least conduit is run in case the art needs it.

Financial Impact

Cost of the art and its installation in this location will be raised by the Fridley Creative Arts Foundation, with hopes that a sculpture could be installed prior to the ribbon cutting of the redeveloped park or soon thereafter.

Recommendation

Staff recommend the approval of Resolution No. 2025-11, Approving Recommendations by the Public Arts Commission's Top Three Priorities for Placing Public Art in the City of Fridley Public Arts Plan and its Recommendation for its Preferred Location for Placement of Art in Commons Park.

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. 2025-11
- Exhibit A – Art Installation Location Recommended for Commons Park

Vision Statement

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

Resolution No. 2025-11**Approving Recommendations by the Public Arts Commission's Top Three Priorities for Placing Public Art in the City of Fridley Public Arts Plan and its Recommendation for its Preferred Location for Placement of Art in Commons Park**

Whereas, the City of Fridley (City) has placed emphasis on the importance of art in the community, both through a Center for the Arts and Formation of both a Public Arts Commission and Public Arts Foundations; and

Whereas, the City believes art is an important part in the enrichment of individuals and human spirit through creativity; and

Whereas, the City depends on its Public Arts Commission to advise the City Council on matters of public art, its placement, specific locations for art installation, and art itself; and

Whereas, the Commission convened in December and determined its top three priority locations for placement of the next public art installations were: Commons Park, The Mississippi Street Underpass Walls for murals, and the Civic Campus plaza walking trail area; and

Whereas, additional locations will be recommended in time by the Commission in an overall plan, however identifying the early priority sites allows the Fridley Creative Arts Foundation a vision of what art-type and location they are fundraising for; and

Whereas, in their recommendation the Public Arts Commission desired to further specify a location within the Commons Park Plan where they envision a sculpture; and

Whereas, the Commission is seeking the expertise of experts in the art community to evaluate pricing to create a budget for a kinetic sculpture (sculpture designed to have movement while being solidly anchored in one location), properly scaled to fill the space identified in the parks plan; and

Whereas, once an approximate price range is known; that information will be shared with the Fridley Creative Arts Foundation for fund raising purposes.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves this resolution defining the three top priorities for the next public art placement as recommended by the Public Arts Commission and approves the location selected by the Commission for public art placement in the Commons Park redevelopment plan and authorizes the Public Arts Commission to advance to the artist selection process for the Commons Park Project once cost and budget solutions for the sculpture are known.

Passed and adopted by the City Council of the City of Fridley this 27th day of January 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk

Exhibit A





AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

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

Title

Resolution No. 2025-12, Approving Encroachment Agreement for Fridley Terrace

Background

City of Fridley (City) staff have been working with the property management at the Fridley Terrace property, and it was discovered that several of their infrastructures were built in the City's right-of-way along Baker Street N.E. In total, six manufactured homes and two personal sheds all encroach into the right-of-way. The encroachments vary in range into the right of way from less than a half foot to a little over three feet. The owner has requested that the encroachments be allowed to remain in place with an encroachment agreement until the manufactured homes and sheds are removed or replaced. The City has prepared the attached Encroachment Agreement which acknowledges the locations of the encroachments and puts the owner on notice that if the City needs to access, repair, maintain or replace any of the City's property, all costs, including removing the encroachments, will be at the property owner's expense.

The encroachment agreement protects and reinforces the City's rights under its easement. The agreement will be recorded and run with the property. Future owners therefore would be made aware of this encroachment.

Financial Impact

None

Recommendation

Staff recommend the approval of Resolution No. 2025-12, Approving Encroachment Agreement for Fridley Terrace.

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. 2025-12
- Encroachment Agreement

Vision Statement

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

Resolution No. 2025-12

Approving Encroachment Agreement for Fridley Terrace

Whereas, Brand-Broadway Associates owns the property at Lots 9 through 22, Block 1, Nagel's Woodlands; and

Whereas, certain infrastructure associated with the manufactured homes and sheds at Lots 9 through 22, Block 1, Nagel's Woodland encroach onto the Baker Street NE right-of-way; and

Whereas, the encroachment agreement does not prohibit the City of Fridley (City) from performing necessary maintenance and repair to utilities and other right of way improvements; and

Whereas, Brand-Broadway Associates has requested the City's permission to continue to allow for certain encroachments to remain in the Baker Street N.E. right-of-way until the event of any of the existing encroaching structures are removed or relocated, and replacement structures will not encroach in the City right-of-way.

Now therefore be it resolved, that the City Council of the City of Fridley hereby approves an encroachment agreement relating to landowner encroachments on Lots 9 through 22, Block 1, Nagel's Woodlands.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk

**AGREEMENT RELATING TO
LANDOWNER ENCROACHMENTS
WITHIN CITY RIGHT-OF-WAY ON
LOTS 9 THROUGH 22, BLOCK 1, NAGEL'S WOODLANDS
7500 HIGHWAY 65 NE
IN THE CITY OF FRIDLEY,
ANOKA COUNTY, MINNESOTA**

**AGREEMENT RELATING TO LANDOWNER
ENCROACHMENTS WITHIN CITY RIGHT-OF-WAY ON
LOTS 9 THROUGH 22, BLOCK 1, NAGEL'S WOODLANDS,
IN THE CITY OF FRIDLEY,
ANOKA COUNTY, MINNESOTA**

THIS AGREEMENT, made this ____ day of _____, 2025, by and among the City of Fridley (hereafter referred to as "City"), a Minnesota municipal corporation, and Brand-Broadway Associates, a California Limited Partnership company. Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 Terms. Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

1.2 City. "City" means the City of Fridley, a Minnesota municipal corporation.

1.3 Subject Lot. "Subject Lot" means Lots 9 through 22, Block 1, NAGEL'S WOODLANDS, according to the plat thereof on file and of record in the office of the Anoka County Recorder, Anoka County, Minnesota. The Subject Lot is located in the City of Fridley, Anoka County, Minnesota.

1.4 City Right-of-Way. "City Right-of-Way" means, individually and collectively, the following Right-of-Way on the Subject Lot:

The permanent Right-of-Way adjacent to the Subject Lot on the recorded plat of NAGEL'S WOODLANDS, Anoka County, Minnesota

1.5 Landowner. "Landowner" means Brand-Broadway Associates, a California Limited Partnership company and its assigns and successors in interest with respect to the Subject Lot.

1.6 Formal Notice. "Formal Notice" means notice given by one party to the other if in writing and if and when delivered or tendered either in person or via delivery by a nationally recognized courier service providing overnight delivery, or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY: City of Fridley
 Attention: Director of Public Works
 7071 University Avenue, N.E.
 Fridley, MN 55432

IF TO LANDOWNER Brand-Broadway Associates
 16255 Ventura Blvd #1200
 Encino, CA 91436

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Encroachments. “Landowner Encroachments” means the six existing manufactured homes and two existing sheds depicted on Exhibit A of the Subject Lot within the City Right-of-Way.

1.8 City Right-of-Way Improvements. “City Right-of-Way Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Right-of-Way now or in the future.

1.9 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City Improvements located in the City Right of Way. City Utility Costs include, without limitation: excavation costs, labor costs, costs of removing fill, costs of reburying the City Improvements, re-compacting the soils over the City Improvements, restoring the City Right of Way area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Encroachments, if necessary to conduct the work associated with the City Utility Costs, and subsequently replacing the Landowner Encroachments in the City Right of Way, if such costs have not already been paid by the Landowner.

1.10 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Encroachments did not exist.

1.11 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Encroachments. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowners are Brand-Broadway Associates of the Subject Lot located in Fridley, Anoka County, Minnesota.

Recital No. 2 The City Right-of-Way Improvements are within the City Right-of-Way and future City Right-of-Way Improvements may be located within the City Right-of-Way.

Recital No. 3. Landowners have requested permission from the City to keep and maintain Landowner Encroachments installed within the City Right-of-Way.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Encroachments to remain within the City Right-of-Way if the following conditions are met:

- a.) The Landowners maintain the Landowner Encroachments at their sole expense;
- b.) The Landowners agree that the Landowner Encroachments in the City Right-of-Way may be removed by the City if necessary to permit the City to gain access to the City Right-of-Way or City Right-of-Way Improvements and for the purposes of inspecting, repairing, maintaining, or replacing the City Right-of-Way Improvements or installing future City Right-of-Way Improvements; and
- c.) The Landowners agree that in the event of any of the existing encroaching structures are removed or relocated, replacement structures will not encroach in the City Right-of-Way.

NOW, THEREFORE, THE CITY OF FRIDLEY AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES, AND THEIR SUCCESSORS, HEIRS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3 **AGREEMENTS**

3.1 Existence And Maintenance Of Landowner Encroachments. Under the terms and conditions stated herein, the Landowners, at their own cost, are hereby authorized by the City to maintain the Landowner Improvements within the City Right-of-Way. The existing Landowner Encroachments are only permitted at the location specified in Exhibit A.

The Landowners shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Right-of-Way, except for the Landowner Encroachments. The Landowners, at their own expense, shall maintain and repair the Landowner Encroachments.

3.2 City Not Responsible For Landowner Encroachments. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Encroachments.

3.3 Continuing Right To City Right-of-Way. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Right-of-Way.

3.4 Subordinate Position Of Landowner Encroachments. The Landowner Encroachments are subordinate to the rights of the City in the City Right-of-Way and in the City Right-of-Way Improvements.

3.5 Risk Of Loss. The Landowners understand and agree that the Landowner Encroachments within the City Right-of-Way may be adversely affected by use of the City Right-of-Way and City Right-of-Way Improvements, including but not limited to destruction or removal. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowners for such events. The Landowners assume the risk keeping the Landowner Encroachments in the City Right-of-Way area.

3.6 City Authority to Remove Landowner Encroachments. The City is responsible for the repair and maintenance of the City Right-of-Way Improvements in the City Right-of-Way.

The City may require the Landowners to remove the Landowner Encroachments in the City Right-of-Way in the event and in order for the City to gain access to the City Right-of-Way Improvements for the purposes of inspecting, repairing, maintaining, or replacing, the City Improvements or adding future City Right-of-Way Improvements or if, in the City Public Works Director's or City Public Works Director's designee's sole discretion the Landowner Encroachments are in a state of disrepair such that their removal is necessary due to safety concerns.

If the Landowners do not perform such tasks, the City may perform such tasks and in such case the Landowners shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowners and allow the Landowners twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowners have not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work.—Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

Any City restoration of the Subject Lot and appurtenances shall be limited to the restoration required for completion of the City's work in the City Right-of-Way

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowners to perform its obligations under Sections 3.6, the

City shall not be required to give such Formal Notice if the City's Public Works Director or the Public Works Director's designee determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowners may perform the work and in such case the Landowners shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged to the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

Any City restoration of the Subject Lot and appurtenances shall be limited to the restoration required for completion of the City's work in the City Right-of-Way.

3.8 Cost Deferential. If a Cost Deferential occurs relating to the access to or inspection, maintenance repair, or replacement of the City Improvements or relating to construction of new City Improvements in the future, then the Landowner shall pay the Cost Deferential to the City. The Landowner must make payment for the Cost Deferential within thirty (30) days after the City has sent a written invoice for the Cost Deferential to the Landowner. Invoice not paid by Landowner within the time period set forth herein shall incur the standard penalty and interest established by the City for utility bills within the City.

3.9 Modifications To Landowner Encroachments. If in the future the Landowners desire to alter or modify the Landowner Encroachments, Landowners must submit such alteration or modification plans to the City for its review and approval. Landowner may not alter or modify the Landowner Encroachments without first obtaining the written approval of the City's Public Works Director or the Public Works Director's designee.

3.10 Remedies. If the Landowners fail to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowners fail to make payments under Section 3.6, 3.7 or 3.8, then the City may certify to Anoka County the amounts due as payable with the real estate taxes for the Subject Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Lot.

Further, as an alternate means of collection, if the written billing is not paid by the Landowners, the City, without notice and without hearing, may specially assess the Subject Lot for the costs and expenses incurred by the City. The Landowners hereby waive any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing

requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowners acknowledge that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowners shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Encroachments;
- b.) Existence and maintenance of the Landowners Encroachments;
- c.) Failure by the Landowners to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Right-of-Way for Landowner Encroachments.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowners' obligations contained in Article 3 if the Landowners do not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. Upon execution by the parties, City shall record this Agreement with the Anoka County Recorder and Landowners shall bear the cost of recording fees associated with this Agreement.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Lot and shall be binding upon the heirs, successors, administrators and assigns of the parties.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in

this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

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

3.19 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF FRIDLEY

LANDOWNERS

By:

Dave Ostwald, Mayor

Brand-Broadway Associates

Walter Wysopal, City Manager

STATE OF MINNESOTA)
) ss:
COUNTY OF ANOKA)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared **Dave Ostwald** and **Walter Wysopal** to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Manager of the City of Fridley, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Manager acknowledged said instrument to be the free act and deed of said municipality.

 Notary Public

STATE OF MINNESOTA)
)ss.
 COUNTY OF ANOKA)

On this ____ day of _____, 2025, before me a Notary Public within and for said County, personally appeared **Brand-Broadway Associates**, a California Limited Partnership company, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

 Notary Public

THIS INSTRUMENT DRAFTED BY:
 City of Fridley
 7071 University Avenue NE
 Fridley, MN 55432

**AFTER RECORDING, PLEASE
 RETURN THIS INSTRUMENT TO:**
 City of Fridley
 7071 University Avenue NE
 Fridley, MN 55432

EXHIBIT A

BOUNDARY SURVEY DEPICTING LANDOWNER ENCROACHMENTS

721 OLD HIGHWAY 8 N.W.
NEW BRIGHTON, MINNESOTA 55112
651-631-0351
FAX 651-631-8805
email: kemper@pro-ns.net
www.kemper-surveys.com

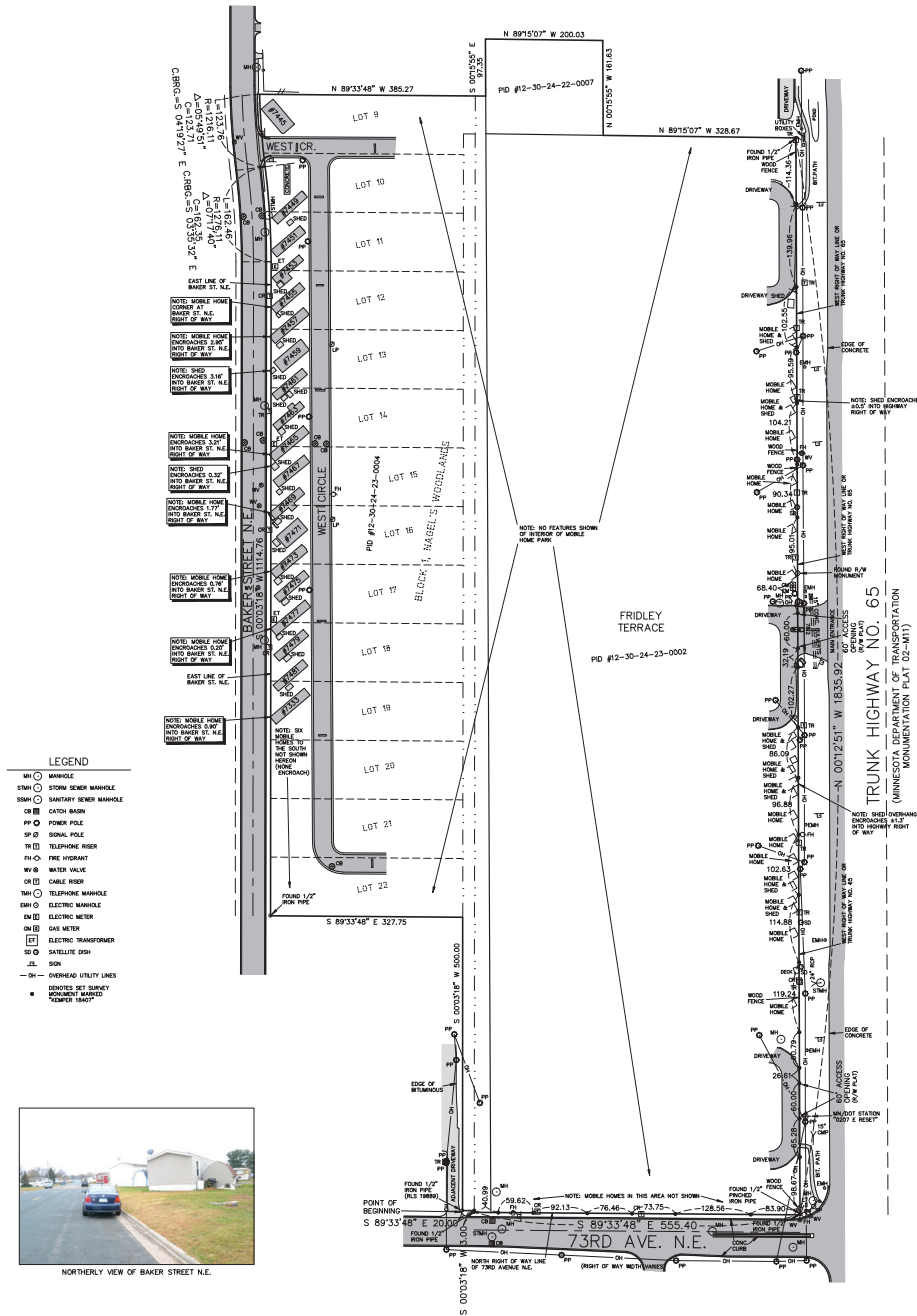
FRIDLEY TERRACE

7400 TAYLOR STREET N.E.
CITY OF FRIDLEY, ANOKA COUNTY, MINNESOTA
(ENCROACHMENT DETAIL OF STRUCTURES AT
EAST RIGHT OF WAY LINE OF BAKER STREET N.E.)

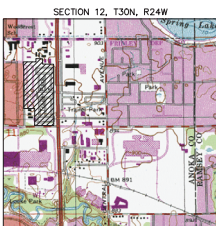
0 50 100
1 INCH EQUALS 100 FEET

BASIS FOR BEARINGS:
ANKA COUNTY
COORDINATE SYSTEM
(NAD83, 1996)

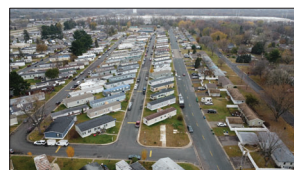
(VIA REAL TIME GPS
MEASUREMENTS UTILIZING
MINNESOTA DEPARTMENT
OF TRANSPORTATION
VRS NETWORK)



NORTHERLY VIEW OF BAKER STREET N.E.

VICINITY MAP
(NO SCALE)

WESTERLY VIEW OF FRIDLEY TERRACE



NORTHERLY VIEW OF FRIDLEY TERRACE



WEST CIRCLE ENTRANCE OFF BAKER ST. N.E.



WEST CIRCLE ENTRANCE OFF BAKER ST. N.E.



SOUTHERLY VIEW OF WEST CIRCLE



SOUTHERLY VIEW OF BAKER STREET N.E.

LEGAL DESCRIPTION

[illegible]

PREPARED FOR:
JEREMY BOUSMAN & JULIE SANDERS
CAL AM CONSTRUCTION SERVICES
4750 E. MAIN STREET
MESA, ARIZONA 85205
480-861-8184
jeremyb@cal-am.com
julies@cal-am.com



CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY, PLAN,
OR REPORT WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL LAND
SURVEYOR UNDER THE LAWS OF THE STATE
OF MINNESOTA.

Mark D. Kemper

MARK D. KEMPER, PLS 18407

DATED THIS 11TH DAY OF DECEMBER, 2024



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council Meeting

Submitted By: Rebecca Hellegers, Director of Employee Resources

Title

Resolution No. 2025-13, Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Background

A two-year tentative agreement has been reached between the City of Fridley (City) and the Fire Union Officers (IAFF Local #1986) for the contract years 2025 and 2026.

The City and Fire Union representation entered into negotiations in late Fall and the parties reached what we believe is a positive and fair settlement. As with other Public Safety positions, the labor market for Fire personnel has noted increased pressure in settlements to attract and retain skilled professionals to serve in the various firefighting roles in the organization. Additionally, changes to the current service model structure, to include 56-hour career firefighters, during the previous contract cycle required adjustments to create improved alignment with the market with similar fire service models.

The Fire Officers tentative agreement is summarized below.

Summary of Changes

1. **Duration:** Two contract years (2025-2026).
2. **Insurance:** Employees in this bargaining unit will receive the same insurance benefit package as all other city employees, which includes the health, dental, life, and disability insurance and alternatives (cash option or benefit leave). Having the same benefit package for all city employees has been a long-standing pattern and valued practice at the City and remains an important strategy in maintaining fairness between all groups.
3. **Holiday:** The State of Minnesota established Juneteenth as an official holiday, so both parties agreed to increase the number of holidays from 12 to 13, accounting for the 13th holiday.
4. **Wages:** Both parties agreed to a market adjustment for the Firefighter position, which serves as the base role for determining wages for Fire Inspector and Battalion Chief. In addition to the market adjustment, both parties also agreed to add a step four to the defined wage grid, which better aligns with other wage grids in comparison to similar fire service models and addresses the need for a market correction for the top wage for longer serving fire fighters. In addition to the market adjustment, both parties agree to a general increase of 3% for 2025 and a general increase of 4% for 2026. Movement across the four steps in the defined wage grid will occur on an annual basis.

Vision Statement

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

5. **Uniform Allowance:** Both parties agree to increase the uniform allowance from \$560 to \$600 annually, to account for rising costs associated with uniforms.

Financial Impact

The financial impact for the market wage adjustment related to the Fire Officers is approximately \$22,547 and will be funded using Public Safety Aid. The 3% general increase for 2025 has been accounted for in the approved budget. In 2026, amounts will be adjusted according to the provisions of the contract. The additional \$240 in uniform allowance will be offset by budgetary savings in other areas.

Recommendation

Staff recommend the approval of Resolution No. 2025-13, Approving and Authorizing signing an agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department.

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. 2025-13
- Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department.

Vision Statement

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

Resolution No. 2025-13

Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Whereas, bargaining representatives of the Fire Officers, Local #1986, of the City of Fridley (Union), has presented to the City of Fridley (City) various requests relating to the wages and working conditions of Fire Officers of the Public Safety Department of the City; and

Whereas, the City presented various requests to the Union and to the employees relating to wages and working conditions of Fire Officers of the Public Safety Department of the City; and

Whereas, representatives of the Union and the City have met and negotiated in good faith regarding the requests of the Union and the City; and

Whereas, representatives of the Union and the City were able to reach an agreement to settle the 2025 and 2026 contract; and

Whereas, the 2025 and 2026 contract is the result of that collective bargaining process.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves said agreements and the Mayor and the City Manager are hereby authorized to execute the Agreements relating to wages and working conditions of Fire Officers of the City of Fridley.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk

"EXHIBIT A"

LABOR AGREEMENT
BETWEEN THE
CITY OF FRIDLEY
AND THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL NO. 1986
2025 & 2026

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LABOR AGREEMENT

BETWEEN

CITY OF FRIDLEY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1986

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF FRIDLEY, hereinafter called the EMPLOYER, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1986, hereinafter called the UNION.

It is the intent and purpose of the AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT; and
- 1.3 Establish hours, wages, and other conditions of employment.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, for all personnel in the following job classifications:

Firefighter
Firefighter/Inspector
Firefighter/Community Health Worker
Battalion Chief

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or

exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

3.1 Union

The International Association of Firefighters Local No. 1986.

3.2 Union Member

A member of the International Association of Firefighters Local No. 1986.

3.3 Employee

A member of the exclusively recognized bargaining unit.

3.4 Department

The City of Fridley Fire Department

3.5 Employer

The City of Fridley.

3.6 Deputy Public Safety Director – Fire Division

The Deputy Public Safety Director – Fire Division for the City of Fridley.

3.7 Union Officer

Officer elected or appointed by the International Association of Firefighters Local No. 1986.

3.8 Overtime

Work performed at the express authorization of the EMPLOYER in excess of the number of hours in a work period specified by the Federal Fair Labor Standards Act.

3.9 Scheduled Shift

A consecutive work period including two rest breaks and one or more meal breaks.

3.10 Rest Breaks

Two twenty (20) minute periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.11 Meal Break

A one (1) hour period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.12 Strike

Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges of obligations of employment.

3.13 Base Rate of Pay

The Employee's hourly rate of pay exclusive of longevity or any other special allowance.

3.14 Compensatory Time

Time off during the employee's regularly scheduled work scheduled equal in time to 1.5 times overtime worked.

3.15 Severance Pay

Payment made to an employee upon honorable separation of employment.

3.16 Salary

A fixed payment at regular intervals for services as set forth and agreed to in this contract.

3.17 Compensation

Salary reduced by those amounts as required by law and/or authorized by the employee.

3.18 Agreement

Labor agreement between the City of Fridley and International Association of Firefighters Local No. 1986

3.20 City Manager

The City Manager for the City of Fridley

3.21 Call Back

An event where an Employee not working a regularly scheduled shift is called back to work.

3.22 Director of Public Safety

The Director of Public Safety for the City of Fridley

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interferences with the normal functions of the EMPLOYER.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting UNION notice(s) and announcement(s).
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 7. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 Union Representatives

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by Section 6.2 of the AGREEMENT.

7.3 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The

aggrieved EMPLOYEE and a UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.4 Procedure

Step 1.

An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER designated representative. The DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2.

If appealed, the written grievance shall be presented by the UNION and discussed with the DIRECTOR OF PUBLIC SAFETY or other EMPLOYER-designated Step 2 representative. The DIRECTOR OF PUBLIC SAFETY or other EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the DIRECTOR OF PUBLIC SAFETY or other EMPLOYER-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3.

If appealed, the written grievance shall be presented by the UNION and discussed with the CITY MANAGER or other EMPLOYER-designated Step 3 representative. The CITY MANAGER or other EMPLOYER-designated Step 3 representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the CITY MANAGER or other EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4.

A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing and the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, and to, or subtract from the terms and conditions of the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- c. The fees and expenses for the arbitrator's services and proceedings shall be born equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party

desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized (Step 4 of Article VII or another appeal procedure) and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article VII.

ARTICLE 8. SAVINGS CLAUSE

- 8.1 The AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Fridley. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. SENORITY

- 9.1 Seniority shall be determined by the EMPLOYEE'S length of continuous employment with the Fire Division and posted in an appropriate location. Seniority rosters may be maintained by the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned EMPLOYEE may be replaced in the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within two years of the time of that layoff before any new EMPLOYEE is hired.
- 9.4 One continuous scheduled annual leave period (not to exceed two weeks) shall be selected on the basis of seniority until March 1st of each calendar year. After March 1st, scheduled annual leave shall be on a first-come, first-served basis.
- 9.5 EMPLOYEES will be given preference with regard to transfer, job classification and assignments when the job –relevant qualifications of EMPLOYEES are equal based on seniority.
- 9.6 Employees shall lose their seniority for the following reasons:
- a. Discharge, if not reversed;
 - b. Resignation;
 - c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence. Events beyond the control of the EMPLOYEE, which prevent the EMPLOYEE from returning to work will not cause loss of seniority;
 - d. Retirement.

ARTICLE 10. DISCIPLINE

- 10.1 The EMPLOYER will discipline EMPLOYEES for just cause and disciplinary action may be in one or more of the following forms:
- a. oral reprimand,
 - b. written reprimand,
 - c. suspension,
 - d. demotion, or
 - e. discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES will receive a copy of such reprimands and/or notices.
- 10.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE 11. WORK SCHEDULES

- 11.1 The normal work schedule for EMPLOYEES recognized as Firefighter in Article 2 shall consist of a fifty-six (56)-hour work week and includes hours worked on assigned shifts, holidays, and authorized leave time.
- 11.2 The normal work schedule for EMPLOYEES recognized as Firefighter/Inspector, Firefighter/Community Health Worker and Battalion Chief in Article 2 shall consist of an average of forty (40) hours in a work week and includes hours worked on assigned shifts, holidays and authorized leave time.
- 11.3 The DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or EMPLOYER-designated representative is responsible for scheduling and assigning the weekly work schedule.
- 11.4 The authority to schedule rests with the EMPLOYER.
- 11.5 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

- 11.6 It is recognized by the parties that service to the public may require the establishment of regular shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis, other than the regularly scheduled hours. The EMPLOYER will give advance notice to the EMPLOYEES affected by the establishment of workdays different than the normal EMPLOYEE'S workday.
- 11.7 It is also recognized by the parties that service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays. EMPLOYEES who are regularly scheduled to be on duty Saturday and/or Sunday will be granted two consecutive days off in lieu of Saturday and/or Sunday.
- 11.8 An EMPLOYEE temporarily assigned from a 56-hour work week to a forty (40) hour work week schedule (for the duration of up to one (1) three (3)-week shift cycle) shall be paid at the same bi-weekly rate and shall accrue annual leave at the same bi-weekly rate, just as if they were working a 56-hour work week.

ARTICLE 12. ANNUAL LEAVE

- 12.1 Each EMPLOYEE shall be entitled to annual leave away from employment with pay. Annual leave pay shall be computed at the regular rate of pay to which such an employee is entitled. Each EMPLOYEE who works a normal 56-hour work week schedule shall accumulate and use annual leave based on eleven and two-tenths (11.2) hour days.
- 12.2 Beginning 1/1/2008, each EMPLOYEE who works a normal 40-hour work week schedule shall accumulate and use annual leave based on an eight (8) hour day.
- 12.3 A beginning EMPLOYEE shall accrue annual leave at the rate of eighteen (18) days per year for the first seven (7) years (84 successive months).

An EMPLOYEE who has worked seven (7) years (84 successive months) shall accrue annual leave at the rate of twenty-four (24) days per year, beginning with the eighty-fifth (85th) month of successive employment. An EMPLOYEE who has worked fifteen (15) years (180 consecutive months) shall accrue annual leave at the rate of twenty-six (26) days per year, beginning with the one hundred eighty-first (181st) month of consecutive employment. An EMPLOYEE who has worked 20 years (240 consecutive months) shall accrue annual leave at the rate of twenty-eight (28) days per year, beginning with the two-hundred forty first (241st) month of consecutive employment.

Annual Leave Accrual Chart	
Years (Successive Months)	Accrual Level (Days)
1-7 (1-84)	18 days
8-15 (85-180)	24 days
15-20 (181-240)	26 days
21+ (241+)	28 days

- 12.4 The maximum total accumulation of annual leave at the end of any given year shall be forty (40) eight (8) hour days or 320 hours, based on a 40-hour work week, OR forty (40) eleven and two tenths (11.2) hour days or 448 hours, based on a 56-hour work week. The maximum total accumulation will be determined based on the pre-determined work schedule.
- 12.5 Upon separation from employment with the City of Fridley, an EMPLOYEE will be paid one (1) day's salary for each day of accrued annual leave remaining in the EMPLOYEE'S balance, based on an eight (8) hour day.

ARTICLE 13. SHORT TERM DISABILITY

- 13.1 Upon the effective date of the short-term disability plan, the EMPLOYER will provide short-term disability insurance coverage for EMPLOYEES who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).
- 13.2 The EMPLOYER will pay the premium (taxable) for short-term disability coverage.
- 13.3 During the short-term disability period, the EMPLOYER will continue to contribute toward the EMPLOYER'S portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the EMPLOYEE is actively employed or until the disabled EMPLOYEE returns to work.
- 13.4 The short-term disability coverage will begin following the insurer's definition of waiting period and shall not exceed 90 calendar days for any single illness or injury, regardless of the number and spacing of episodes.
- 13.5 The annual leave balance of an EMPLOYEE receiving short-term disability benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.
- 13.6 Before any short-term disability payments are made or authorized, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent

physician or other medical attendant certifying to the fact that the entire absence was, in fact, due to the illness or injury and not otherwise.

The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the short-term disability benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.

ARTICLE 14. LONG TERM DISABILITY

- 14.1 Upon the effective date of the long-term disability plan, the EMPLOYER will provide long-term disability insurance coverage for EMPLOYEES who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).
- 14.2 The EMPLOYER will pay the premium (taxable) for long-term disability coverage.
- 14.3 During the long-term disability period, the EMPLOYER will continue to contribute toward the EMPLOYER'S portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the EMPLOYEE is actively employed or until the disabled EMPLOYEE returns to work.
- 14.4 The long-term disability coverage will begin following the insurer's definition of waiting period (currently 90 calendars days) and shall continue until the coverage terminates as determined under the terms of the insured product.
- 14.5 The annual leave balance of an EMPLOYEE receiving long-term disability benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.
- 14.6 Before any long-term disability payments are made or authorized, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the long-term disability benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.

ARTICLE 15. INJURY ON DUTY (IOD) BENEFIT

- 15.1 EMPLOYEES injured during the performance of their duties for the EMPLOYER and are thereby rendered unable to work for the EMPLOYER will be compensated for the difference between the EMPLOYEE'S regular take-home pay and any Workers' Compensation insurance payments from the time of injury for a period not to exceed ninety (90) working days per injury.
- 15.2 The annual leave balance of an EMPLOYEE receiving the injury on duty benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.
- 15.3 While an EMPLOYEE is receiving the IOD benefit, the EMPLOYER will continue to make the EMPLOYER contributions toward insurance benefit package (e.g. health, dental, life insurance contributions, etc.).
- 15.4 Before any injury on duty or workers' compensation payments are made or authorized by the EMPLOYER to an EMPLOYEE, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.
- 15.5 The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the IOD benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.
- 15.6 If the injury is deemed not work related or not approved by the workers' compensation insurer, the EMPLOYEE must reimburse the EMPLOYER for lost time, benefits, etc. through annual leave, other forms of leave and/or direct reimbursement within a reasonable amount of time or upon terms agreed upon by the EMPLOYER and EMPLOYEE.

ARTICLE 16. PAID PARENTAL LEAVE

- 16.1 The EMPLOYER will provide up to four (4) weeks (based on an average 40-hour work week) or 160 hours of paid parental leave or the amount provided to non-union employees.

- 16.2 The leave will be allowed following the birth of an EMPLOYEE'S child or the placement of a child with an EMPLOYEE in connection with adoption or foster care and may be taken at any time during the three (3) month period immediately following the birth, adoption or placement of a child with the EMPLOYEE.
- 16.3 The compensation will occur at the EMPLOYEE'S regular rate of pay and all other terms and administration will follow the EMPLOYER'S Parental Leave policy.

ARTICLE 17. OVERTIME

- 17.1 EMPLOYEES will receive compensation at the OVERTIME rate of one and one-half (1½) times their normal rate for all OVERTIME as prescribed by the Fair Labor Standards Act.

Shift trades by EMPLOYEES do not qualify an EMPLOYEE for OVERTIME under this Article.

- 17.2 In the event an employee not working a regularly scheduled shift is called back to work, the employee shall be paid a minimum of two (2) hours at the overtime rate. Any time worked in excess of two (2) hours will be calculated in fifteen (15) minute increments. To calculate the time worked on call back, time shall be considered to have started at the time of the alarm or call. In the event there is a delayed response to work by the employee of fifteen (15) or more minutes, time shall be considered to have started when the employee arrives at work.

For the purposes of this article, call-back is defined as any time an EMPLOYEE is not scheduled to work and is called back to work for emergency response. It does not apply toward training, meetings, or general assignments.

- 17.3 The EMPLOYER agrees to offer COMPENSATORY TIME off in lieu of OVERTIME as defined in Article 17.1 and in compliance with Fair Labor Standards Act Requirements. COMPENSATORY TIME shall not be accumulated in excess of seventy-two (72) hours and must be used within the calendar year in which it was accumulated as determined by the EMPLOYER.
- 17.4 Overtime will be distributed as equally as practicable.
- 17.5 Overtime refused by EMPLOYEES will for record purposes under Article 17.2 be considered as unpaid overtime worked.

- 17.6 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 17.7 EMPLOYEES have an obligation to work overtime if requested, by the EMPLOYER unless circumstances prevent the EMPLOYEE from doing so.

ARTICLE 18. EMPLOYEE EDUCATION PROGRAMS

- 18.1 The City will pay certain expenses for certain education courses based on the following criteria.

The training course must have relevance to the Employee's present or anticipated career responsibilities. Attendance shall be at a City-approved institution. The course must be pre-approved by the Department Manager.

Financial assistance will be extended only to courses offered by an accredited institution. This includes vocational and technical schools, Minnesota School of Business, etc.

- 18.2 Employee Education Programs Financial Policy

Financial assistance not to exceed the amount of two thousand nine hundred twenty-five dollars (\$2,925.00) per EMPLOYEE per calendar year will be extended to cover the cost of tuition, required books or educational materials, and required fees related to the course (i.e. lab fees, etc.). Charges for student union membership, student health coverage, mileage, parking, and other charges for which the student receives some item or services other than actual instruction will not be paid. Upon successful completion of the course an EMPLOYEE will be required to present to his/her Department Manager a certification of satisfactory work. Satisfactory work is defined as follows:

- a. In courses issuing a letter grade, a C or above is required.
 - b. In courses issuing a numerical grade, seventy percent (70%) or above is required.
 - c. In courses not issuing a grade, a certification from the institution that the student satisfactorily participated in the activities of the courses is required.
- 18.3 If the employee satisfactorily completes the course and provides the required documentation, the EMPLOYEE will be reimbursed 100% of the eligible costs (i.e.

tuition, books, course fees, etc.). If the EMPLOYEE fails to satisfactorily complete the course, the City will not reimburse the EMPLOYEE for these costs.

- 18.4 The program will not reimburse the EMPLOYEE for hours spent in class, only for the tuition.
- 18.5 Expenses for which the EMPLOYEE is compensated under some other educational or assistance program, scholarships, or programs such as the GI bill, will not be covered.
- 18.6 The City will not pay tuition or other costs for those, courses which are used to make the employee eligible for additional salary.
- 18.7 The City will not reimburse the EMPLOYEE for any course which is not completed and/or any course which may be a duplicate or retaken.

ARTICLE 19. HOLIDAYS

- 19.1 EMPLOYEES assigned to a fifty-six (56) hour workweek shall accrue eleven and two-tenths (11.2) hours at their regular rate of pay for each of the thirteen (13) holidays in a calendar year.

EMPLOYEES assigned to a forty (40) hour work week shall accrue eight (8) hours of holiday leave for each of the thirteen (13) holidays in a calendar year.

- 19.2. In addition to the thirteen (13) holidays, EMPLOYEES shall be paid at one and one-half (1-1/2) times their base rate of pay for all hours worked on the actual holiday between the hours of midnight and midnight. For any overtime hours worked on a holiday, EMPLOYEES will be paid two (2) times their base rate of pay.
- 19.3 EMPLOYEES, with approval, may use accumulated holiday leave time in any hourly increment the Employee chooses.
- 19.4 If an additional holiday is awarded to other non-union employees, it would be provided to the Union as well.
- 19.5 Once a year, EMPLOYEES will be paid for any unused holiday hours remaining after December 31st of each year. Payment will be made at the EMPLOYEE'S hourly rate in effect on December 31st of the affected year.

- 19.6 The City will be responsible for designating the HOLIDAYS and communicating to EMPLOYEES in advance of the effected year.

ARTICLE 20. PROBATIONARY PERIODS

- 20.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.

ARTICLE 21. BEREAVEMENT LEAVE

- 21.1 Bereavement leave will be granted to full-time EMPLOYEES up to a maximum of forty-eight (48) scheduled hours over a consecutive three (3) day period. Bereavement Leave is granted in case of deaths occurring in the immediate family. For this purpose, immediate family is considered to include those individuals (either by blood or by law) such as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parent's in-laws, brother's in-law, and sister's in-law.
- 21.2 The EMPLOYER will allow EMPLOYEES to follow current practices for non-union employees, which gives EMPLOYEES an option to appeal directly to the CITY MANAGER for additional time off if extenuating circumstances prevail.

ARTICLE 22. JURY PAY

- 22.1 It shall be understood and agreed that the City shall pay all regular full-time EMPLOYEES serving on any jury the difference in salary between jury pay and the EMPLOYEE'S regular salary or pay while in such service.

ARTICLE 23. UNIFORM ALLOWANCE

- 23.1 The EMPLOYER shall provide a uniform clothing allowance for EMPLOYEE in the amount of \$600 for the calendar years of 2025 and 2026.
- 23.2 Beginning in 2011, the EMPLOYER shall provide the uniform allowance by January 31st for that calendar year.

ARTICLE 24. INSURANCE

- 24.1 For the calendar year 2025, for EMPLOYEES who choose single coverage in the Base Plan, the EMPLOYER will contribute up to \$937.75 per month per employee toward the health insurance premium or the amount provided to non-union employees,

whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose single coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per EMPLOYEE toward the health insurance premium or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

- 24.2 For the calendar year 2025, for EMPLOYEES who choose employee-plus-one coverage in the Base Plan, the EMPLOYER will contribute up to \$1,566.76 per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose employee-plus-one coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per employee toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.3 For the calendar year 2025, for EMPLOYEES who choose dependent coverage in the Base Plan, the EMPLOYER will contribute up to \$2,239.96 per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose dependent coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.4 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute \$839.88 per month toward the single health insurance premium; \$1,619.20 toward employee-plus-one health insurance premium; and \$2,432.20 toward dependent health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute the 2025 amount per month toward the single health insurance premium, 2025 amount toward the employee-plus-one health insurance premium, or the -2025 amount toward dependent health insurance premium, or the amount provided to non- union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.5 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute \$100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible

Benefit Plan.

For the calendar year of 2026, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute \$100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

- 24.6 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (HSA), the EMPLOYER will contribute \$774.66 per month toward single health insurance premium, or \$1,539.14 for employee-plus-one health insurance premium, or \$2,335.61 toward the dependent health insurance premium, or the equal amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year of 2026, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (HSA), the EMPLOYER will contribute the 2025 amount per month toward the single health insurance premium, the 2025 employee-plus-one premium, or the 2025 amount toward the dependent health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.7 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (H.S.A.), the EMPLOYER will contribute \$100 per month toward the H.S.A. Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar years of 2026, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (H.S.A.), the EMPLOYER will contribute \$100 per month toward the H.S.A., or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.8 For the calendar year of 2025, for EMPLOYEES who choose the health/dental coverage, the Employer will contribute up to \$25 per month toward the dental insurance premium. For the calendar year of 2026, for EMPLOYEES who choose the health/dental package, the EMPLOYER will contribute the 2025 amount per month toward insurance premium or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

- 24.9 For the calendar years of 2025 and 2026, the EMPLOYER will provide group term life insurance with a maximum of \$25,000 per EMPLOYEE and additional accidental death and disability insurance with a maximum of \$25,000 per EMPLOYEE (current cost is \$2.88 per month), or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.
- 24.10 For 2025 and 2026, in accordance with the Employer's Flexible Benefit Plan, EMPLOYEES have the option during an open enrollment period or during approved qualified events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere. In lieu of electing health and dental benefits, EMPLOYEES may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit of \$476.77, or the amount equal to or greater than the amount provided to non-union employees. Benefit Leave days are required to be used within the calendar year and may not be carried into the following year.
- 24.11 All EMPLOYEES shall be enrolled in a retirement health savings plan (RHS) and shall contribute \$25.00 per pay period into their account.

ARTICLE 25. RATES OF PAY

- 25.1 The following hourly wage rates will become effective January 1, 2025 (Note: amounts may be rounded to two decimal points.)

Firefighter (Based on a 56 Hour Work Week)

Steps	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Start	\$25.67	\$26.70
Year 1	\$27.09	\$28.17
Year 2	\$28.49	\$29.63
Year 3	\$29.99	\$31.19

25.2 Firefighter/Inspector (Based on a 40-hour work week)

Step	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Start	\$37.73	\$39.24
Year 1	\$39.82	\$41.41
Year 2	\$41.88	\$43.55
Year 3	\$44.09	\$45.85

The hourly rate is equivalent to the 5% above the firefighter rate multiplied by 2912 hours and divided by 2080 (standard 40-hour work week).

25.3 Battalion Chief (Based on a 40-hour work week)

	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Hourly Rate	\$50.38	\$52.40

The hourly rate is equivalent to 20% above the top firefighter rate multiplied by 2,912 hours and divided by 2,080 (standard 40-hour work week).

25.4 Firefighter/Community Health Worker

****NO RATES NEGOTIATED FOR 2025 AND 2026 CONTRACT****

Step	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate
Start	\$32.01	\$33.97	\$35.99
Year 1	\$33.23	\$35.23	\$37.28
Year 2	\$34.42	\$36.46	\$38.55

The hourly rate is equivalent to the 3 ½ year rate multiplied by 2,912 hours and divided by 2,080 (standard 40-hour work week).

ARTICLE 26. WORKING OUT OF CLASSIFICATION

- 26.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher classification for more than one (1), three (3)-week work schedule shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 27. WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of the AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of the AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this agreement or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 28. DURATION

The AGREEMENT shall be effective as of the first day of January 2025 and shall remain in full force and effect through the thirty-first day of December 2026. In witness whereof, the parties hereto have executed this AGREEMENT on this day 27 on January 2025.

ARTICLE 29. SIGNATURES FOR THE CITY OF FRIDLEY:

I/We hereby recommend to the City Council approval of this agreement.

MAYOR –DAVID OSTWALD

DATE

CITY MANAGER – WALTER WYSOPAL

DATE

DIRECTOR OF EMPLOYEE RESOURCES – REBECCA HELLEGERS

DATE

DIRECTOR OF PUBLIC SAFETY, RYAN GEORGE

DATE

**FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 1986:**

WALTER MESSER, UNION STEWARD

DATE



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution 2025-10, Approving Temporary Intoxicating Liquor Permit for Fridley Lions Club Winter Warm Up Event

Background

Pursuant to sections of the Fridley City Code (Code), certain business licensing activities require approval of the Fridley City Council (Council), including Temporary Intoxicating Liquor permits.

The City received an application from Jo Young of the Fridley Lions for a Temporary Intoxicating Liquor Permit for an event to be held February 21, 2025 at Banquets of Minnesota.

Staff have performed the required verification steps spelled out in the Intoxicating Liquor chapter of the Code. Upon approval of the Council, the City permit and associated certifications will be forwarded on to the State for issuance.

Financial Impact

All revenues for similar licenses were anticipated as part of the 2025 Budget.

Recommendation

Staff recommend the approval of Resolution No. 2025-10, Approving Temporary Intoxicating Liquor Permit for Fridley Lions Club Winter Warm Up Event.

Focus on Fridley Strategic Alignment

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

Attachments

- Resolution No. 2025-10

Vision Statement

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

Resolution No. 2025-10

**Approving Temporary Intoxicating Liquor Permit for Fridley Lions Club
Winter Warm Up Event**

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

Whereas, pursuant to the Intoxicating Liquor chapter of the Code, the City Council shall approve liquor licenses and permits; and

Whereas, a Temporary Intoxicating Liquor permit application was submitted by Jo Young for an event to be held at Banquets of Minnesota on February 21, 2025; and

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

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

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Temporary Permit for Intoxicating Liquor to be issued to Jo Young for the Fridley Lions Club Winter Warm Up Event to be held on February 21, 2025.

Liquor				
Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Temporary Intoxicating Liquor Permit	Jo Young, Lions Club of Fridley	• City Clerk • Public Safety	Chapter 603	M.S. § 340A

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Anna Smieja, Accounting Technician, Accounts Payable

Title

Resolution No. 2025-08, Approving Claims for the Period Ending January 22, 2025

Background

Attached is Resolution No. 2025-08 and the claims report for the period ending January 22, 2025.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2025-08, Approving Claims for the Period Ending January 22, 2025.

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. 2025-08, Approving Claims for the Period Ending January 22, 2025
- City Council Claims Report

Vision Statement

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

Resolution No. 2025-08**Approving Claims for the Period Ending January 22, 2025**

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

Whereas, a list of such claims for the period ending January 22, 2025, 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 27th day of January, 2025.

Dave Ostwald - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 14.

Bank Transaction Report

Transaction Detail

Issued Date Range: 01/02/2025 - 01/22/2025

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
01/02/2025		DFT0005374	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Bank Draft	\$ (22,854.00)
01/02/2025		DFT0005379	HEALTH PARTNERS	Accounts Payable	Outstanding	Bank Draft	\$ (6,901.95)
01/03/2025		DFT0005375	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	\$ (921.15)
01/03/2025		DFT0005376	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	\$ (2,199.14)
01/03/2025		DFT0005377	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	\$ (21,794.25)
01/03/2025		DFT0005378	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	\$ (3,953.98)
01/03/2025		DFT0005380	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (385.64)
01/03/2025		DFT0005382	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	\$ (4,886.24)
01/03/2025		DFT0005383	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	\$ (2,860.66)
01/03/2025		DFT0005384	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (47,079.86)
01/03/2025		DFT0005385	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (164.46)
01/03/2025		DFT0005386	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (68,677.41)
01/03/2025		DFT0005387	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (100.00)
01/03/2025		DFT0005388	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (2,475.00)
01/03/2025		DFT0005389	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (600.00)
01/03/2025		DFT0005390	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	\$ (7,160.83)
01/03/2025		DFT0005391	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	\$ (850.00)
01/03/2025		DFT0005392	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (45,572.14)
01/03/2025		DFT0005393	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (17,375.06)
01/03/2025		DFT0005394	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	\$ (26,035.70)
01/03/2025		DFT0005395	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (58,288.80)
01/17/2025		DFT0005396	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	\$ (921.15)
01/17/2025		DFT0005397	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	\$ (2,582.56)
01/17/2025		DFT0005398	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	\$ (21,794.25)
01/17/2025		DFT0005399	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	\$ (5,140.29)
01/17/2025		DFT0005401	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (397.20)
01/17/2025		DFT0005403	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	\$ (4,846.24)
01/17/2025		DFT0005404	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	\$ (2,860.66)
01/17/2025		DFT0005405	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (47,698.02)
01/17/2025		DFT0005406	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (205.58)
01/17/2025		DFT0005407	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	\$ (68,970.77)
01/17/2025		DFT0005408	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (100.00)
01/17/2025		DFT0005409	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (2,475.00)
01/17/2025		DFT0005410	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Se	Accounts Payable	Outstanding	Bank Draft	\$ (600.00)
01/17/2025		DFT0005411	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	\$ (7,195.83)
01/17/2025		DFT0005412	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	\$ (850.00)

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/17/2025		DFT0005413	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (46,774.36)
01/17/2025		DFT0005414	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (20,957.38)
01/17/2025		DFT0005415	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	\$ (35,165.17)
01/17/2025		DFT0005416	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	\$ (85,870.52)
Bank Draft Total: (40)							\$ (696,541.25)
Check							
01/02/2025			BMI - BROADCAST MUSIC INC	Accounts Payable	Outstanding	Check	\$ (435.00)
01/02/2025			CORPORATE 4 INSURANCE AGENCY	Accounts Payable	Outstanding	Check	\$ (6,000.00)
01/02/2025			CRIME STOPPERS OF MINNESOTA	Accounts Payable	Outstanding	Check	\$ (200.00)
01/02/2025			HEALTHSOURCE SOLUTIONS LLC	Accounts Payable	Outstanding	Check	\$ (2,625.00)
01/02/2025			METRO WATERSHED PARTNERS-HAMLIN UNIVERSITY	Accounts Payable	Outstanding	Check	\$ (1,900.00)
01/02/2025			MIDWEST OVERHEAD CRANE - MWOC	Accounts Payable	Outstanding	Check	\$ (4,331.50)
01/02/2025			MINN DEPT OF AGRICULTURE	Accounts Payable	Outstanding	Check	\$ (181.00)
01/02/2025			MINN STATE FIRE DEPARTMENT ASSOC	Accounts Payable	Outstanding	Check	\$ (495.00)
01/02/2025			NORTH METRO MAYORS ASSOCIATION	Accounts Payable	Outstanding	Check	\$ (12,260.00)
01/02/2025			PALADIN TECHNOLOGIES (USA) INC	Accounts Payable	Outstanding	Check	\$ (952.50)
01/02/2025			QUADIENT LEASING USA INC	Accounts Payable	Outstanding	Check	\$ (1,160.79)
01/02/2025			SESAC	Accounts Payable	Outstanding	Check	\$ (1,217.00)
01/02/2025			RACHEL CONTRACTING INC	Accounts Payable	Outstanding	Check	\$ (314,268.79)
01/02/2025			R.L. BROOKDALE MOTORS	Accounts Payable	Outstanding	Check	\$ (44,404.21)
01/03/2025			CHARLES SCHWAB TRUST BANK	Accounts Payable	Outstanding	Check	\$ (900.00)
01/03/2025			LAW ENFORCEMENT LABOR SERVICES	Accounts Payable	Outstanding	Check	\$ (3,088.96)
01/03/2025			LEGALSHIELD	Accounts Payable	Outstanding	Check	\$ (441.75)
01/03/2025			NCBERS MINNESOTA-478000	Accounts Payable	Outstanding	Check	\$ (624.00)
01/03/2025			DONALD ODLAND	Utility Billing	Outstanding	Check	\$ (96.46)
01/03/2025			MILDRED MATHISON	Utility Billing	Outstanding	Check	\$ (267.76)
01/03/2025			JACKIE BAILEY	Utility Billing	Outstanding	Check	\$ (155.51)
01/03/2025			BARBARA FELKER	Utility Billing	Outstanding	Check	\$ (264.33)
01/03/2025			CAROL ENNENGA	Utility Billing	Outstanding	Check	\$ (471.32)
01/03/2025			JOHN G STANFORD	Utility Billing	Outstanding	Check	\$ (126.26)
01/06/2025			BOLIN, PAUL	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			FABER, PATRICK	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			FISCHER, KAREN	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			GNADKE, OLIVIA	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			HELLEGERS, BECCA	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			JOHNSON, KORRIE	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			KNAEBLE, NICHOLAS	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			KONDRICK, BETH	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			LANGE, JAMES	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			MONSRUD, STEVEN	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025			MOORE, MELISSA	Accounts Payable	Outstanding	Check	\$ (150.00)

Issued Date	Cleared Date	Description	Module	Status	Type	Amount
01/06/2025		STARKS, JOE	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025		STROMBERG, STACY	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025		TIREVOLD, GREG	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025		TODD, ANDREW	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025		WORKIN, RACHEL	Accounts Payable	Outstanding	Check	\$ (150.00)
01/06/2025		ZIKMUND, MADDISON	Accounts Payable	Outstanding	Check	\$ (150.00)
01/07/2025		56 BREWING LLC	Accounts Payable	Outstanding	Check	\$ (216.00)
01/07/2025		AM CRAFT SPIRITS SALES	Accounts Payable	Outstanding	Check	\$ (316.74)
01/07/2025		AMERICAN BOTTLING COMPANY	Accounts Payable	Outstanding	Check	\$ (497.67)
01/07/2025		ARTISAN BEER COMPANY	Accounts Payable	Outstanding	Check	\$ (8,186.05)
01/07/2025		BELLBOY CORPORATION	Accounts Payable	Outstanding	Check	\$ (7,040.45)
01/07/2025		BOURGET IMPORTS	Accounts Payable	Outstanding	Check	\$ (344.00)
01/07/2025		BREAKTHRU BEVERAGE BEER LLC	Accounts Payable	Outstanding	Check	\$ (96,752.50)
01/07/2025		BREAKTHRU BEVERAGE WINE & SPIRITS	Accounts Payable	Outstanding	Check	\$ (37,228.48)
01/07/2025		BROKEN CLOCK BREWING COOPERATIVE	Accounts Payable	Outstanding	Check	\$ (456.00)
01/07/2025		CAPITOL BEVERAGE SALES	Accounts Payable	Outstanding	Check	\$ (39,212.64)
01/07/2025		CLEAR RIVER BEVERAGE	Accounts Payable	Outstanding	Check	\$ (3,119.00)
01/07/2025		COCA-COLA DISTRIBUTION	Accounts Payable	Outstanding	Check	\$ (1,962.66)
01/07/2025		DAHLHEIMER BEVERAGE LLC	Accounts Payable	Outstanding	Check	\$ (732.10)
01/07/2025		FALLING KNIFE BREWING COMPANY	Accounts Payable	Outstanding	Check	\$ (512.00)
01/07/2025		HAMMERHEART BREWING LLC	Accounts Payable	Outstanding	Check	\$ (207.00)
01/07/2025		HOHENSTEINS INC	Accounts Payable	Outstanding	Check	\$ (9,520.65)
01/07/2025		INSIGHT BREWING COMPANY	Accounts Payable	Outstanding	Check	\$ (231.36)
01/07/2025		JOHNSON BROTHERS LIQUOR	Accounts Payable	Outstanding	Check	\$ (56,135.36)
01/07/2025		LOMPIAN WINES LLC	Accounts Payable	Outstanding	Check	\$ (479.08)
01/07/2025		MATTSON ICE	Accounts Payable	Outstanding	Check	\$ (305.10)
01/07/2025		MAVERICK WINE COMPANY	Accounts Payable	Outstanding	Check	\$ (681.48)
01/07/2025		MEGA BEER LLC	Accounts Payable	Outstanding	Check	\$ (792.00)
01/07/2025		MODIST BREWING CO LLC	Accounts Payable	Outstanding	Check	\$ (484.60)
01/07/2025		MOOSE LAKE BREWING COMPANY	Accounts Payable	Outstanding	Check	\$ (168.00)
01/07/2025		NOTHING BUT HEMP LLC DBA EMERALD ELEMENTS	Accounts Payable	Outstanding	Check	\$ (450.00)
01/07/2025		OLD WORLD BEER	Accounts Payable	Outstanding	Check	\$ (1,360.50)
01/07/2025		OLIPHANT BREWING LLC	Accounts Payable	Outstanding	Check	\$ (1,064.00)
01/07/2025		PAUSTIS WINE COMPANY	Accounts Payable	Outstanding	Check	\$ (1,534.00)
01/07/2025		PEPSI BEVERAGES CO	Accounts Payable	Outstanding	Check	\$ (555.30)
01/07/2025		PHILLIPS WINE & SPIRITS	Accounts Payable	Outstanding	Check	\$ (18,782.61)
01/07/2025		PRYES BREWING	Accounts Payable	Outstanding	Check	\$ (656.00)
01/07/2025		SMALL LOT MN	Accounts Payable	Outstanding	Check	\$ (624.00)
01/07/2025		SOUTHERN WINE / SOUTHERN GLAZERS	Accounts Payable	Outstanding	Check	\$ (30,811.48)
01/07/2025		SUMMER LAKES BEVERAGE	Accounts Payable	Outstanding	Check	\$ (676.50)
01/07/2025		UDOFOT BEER & BEVERAGE CO	Accounts Payable	Outstanding	Check	\$ (112.50)
01/07/2025		UNMAPED BREWING CO	Accounts Payable	Outstanding	Check	\$ (186.00)
01/07/2025		VINOCOPIA INC	Accounts Payable	Outstanding	Check	\$ (2,342.49)

Issued Date	Cleared Date	Description	Module	Status	Type	Amount
01/07/2025		WINE MERCHANTS	Accounts Payable	Outstanding	Check	\$ (910.80)
01/07/2025		WINEBOW	Accounts Payable	Outstanding	Check	\$ (4,938.00)
01/08/2025		ALEX AIR APPARATUS 2 LLC	Accounts Payable	Outstanding	Check	\$ (240.00)
01/08/2025		ANOKA COUNTY	Accounts Payable	Outstanding	Check	\$ (100.00)
01/08/2025		ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	\$ (117,489.57)
01/08/2025		APPLE FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	\$ (1,414.89)
01/08/2025		ATLAS, NEVIN	Accounts Payable	Outstanding	Check	\$ (358.32)
01/08/2025		BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	\$ (699.00)
01/08/2025		BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	\$ (701.62)
01/08/2025		BOB'S PRODUCE RANCH	Accounts Payable	Outstanding	Check	\$ (38.46)
01/08/2025		BOLTON & MENK INC	Accounts Payable	Outstanding	Check	\$ (71,319.00)
01/08/2025		CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	\$ (15,763.02)
01/08/2025		CODE4 GROUP LLC	Accounts Payable	Outstanding	Check	\$ (4,800.00)
01/08/2025		COMCAST/XFINITY	Accounts Payable	Outstanding	Check	\$ (134.89)
01/08/2025		COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	\$ (32,745.35)
01/08/2025		CORE & MAIN LP	Accounts Payable	Outstanding	Check	\$ (2,979.54)
01/08/2025		CULLIGAN	Accounts Payable	Outstanding	Check	\$ (126.45)
01/08/2025		ECHO DATA ANALYTICS	Accounts Payable	Outstanding	Check	\$ (500.00)
01/08/2025		EMBEDDED SYSTEMS INC.	Accounts Payable	Outstanding	Check	\$ (4,797.12)
01/08/2025		EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	\$ (5,259.55)
01/08/2025		FASTENAL COMPANY	Accounts Payable	Outstanding	Check	\$ (3,514.00)
01/08/2025		FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	\$ (3,600.00)
01/08/2025		FINANCE AND COMMERCE INC	Accounts Payable	Outstanding	Check	\$ (164.00)
01/08/2025		FIRE SAFETY USA	Accounts Payable	Outstanding	Check	\$ (304.45)
01/08/2025		FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	\$ (267.00)
01/08/2025		FOREST LAKE CONTRACTING	Accounts Payable	Outstanding	Check	\$ (41,740.83)
01/08/2025		FRIENDLY CHEVROLET INC	Accounts Payable	Outstanding	Check	\$ (47.28)
01/08/2025		GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	\$ (20,302.31)
01/08/2025		GOPHER STATE ONE-CALL INC	Accounts Payable	Outstanding	Check	\$ (137.70)
01/08/2025		GRAPHIC SOLUTIONS GROUP INC	Accounts Payable	Outstanding	Check	\$ (152.00)
01/08/2025		GREGERSON ROSOW JOHNSON & NILAN LTD	Accounts Payable	Outstanding	Check	\$ (1,475.52)
01/08/2025		HIRERIGHT LLC	Accounts Payable	Outstanding	Check	\$ (11.40)
01/08/2025		HOUSTON ENGINEERING INC	Accounts Payable	Outstanding	Check	\$ (63,971.00)
01/08/2025		INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	\$ (356.41)
01/08/2025		INTERSTATE ALL BATTERY CENTER	Accounts Payable	Outstanding	Check	\$ (116.95)
01/08/2025		LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	\$ (25,772.00)
01/08/2025		LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	\$ (111.01)
01/08/2025		MARTIN MARIETTA	Accounts Payable	Outstanding	Check	\$ (1,013.65)
01/08/2025		MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	\$ (25.55)
01/08/2025		METRO CHIEF FIRE OFFICERS ASSN	Accounts Payable	Outstanding	Check	\$ (300.00)
01/08/2025		METRO-INET	Accounts Payable	Outstanding	Check	\$ (5,618.00)
01/08/2025		MIDWEST MACHINERY/MINNESOTA AG POWER INC	Accounts Payable	Outstanding	Check	\$ (362.42)
01/08/2025		MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	\$ (131.00)

Issued Date	Cleared Date	Description	Module	Status	Type	Amount
01/08/2025		MINN RECREATION & PARK ASSOC - MRPA	Accounts Payable	Outstanding	Check	\$ (1,425.00)
01/08/2025		MINN STATE FIRE CHIEFS ASSOC	Accounts Payable	Outstanding	Check	\$ (520.00)
01/08/2025		NEW BRIGHTON, CITY OF	Accounts Payable	Outstanding	Check	\$ (1,939.62)
01/08/2025		NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	\$ (652.50)
01/08/2025		NORTH VALLEY INC	Accounts Payable	Outstanding	Check	\$ (151,030.46)
01/08/2025		NUSS TRUCK AND EQUIPMENT	Accounts Payable	Outstanding	Check	\$ (1,991.49)
01/08/2025		PLAISTED COMPANIES - C5 STONE	Accounts Payable	Outstanding	Check	\$ (331.99)
01/08/2025		QUADIENT FINANCE USA INC	Accounts Payable	Outstanding	Check	\$ (900.00)
01/08/2025		QUALITY REFRIGERATION SERVICE	Accounts Payable	Outstanding	Check	\$ (378.44)
01/08/2025		RADCO INDUSTRIES INC	Accounts Payable	Outstanding	Check	\$ (1,871.60)
01/08/2025		RAILROAD MANAGEMENT COMPANY LLC	Accounts Payable	Outstanding	Check	\$ (417.05)
01/08/2025		REPUBLIC SERVICES #899	Accounts Payable	Outstanding	Check	\$ (36,983.31)
01/08/2025		SPLIT ROCK MGMT - DBA VANGUARD CLEANING	Accounts Payable	Outstanding	Check	\$ (1,215.00)
01/08/2025		STAR TRIBUNE	Accounts Payable	Outstanding	Check	\$ (360.24)
01/08/2025		STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	\$ (30,074.30)
01/08/2025		SUBURBAN TIRE WHOLESALE INC	Accounts Payable	Outstanding	Check	\$ (2,057.78)
01/08/2025		TC WINTER SERVICES	Accounts Payable	Outstanding	Check	\$ (2,480.00)
01/08/2025		TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	\$ (334.00)
01/08/2025		USA BLUEBOOK	Accounts Payable	Outstanding	Check	\$ (65.56)
01/08/2025		VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	\$ (11,440.21)
01/08/2025		VERIZON WIRELESS	Accounts Payable	Outstanding	Check	\$ (480.12)
01/08/2025		VERIZON WIRELESS	Accounts Payable	Outstanding	Check	\$ (75.00)
01/08/2025		VESTIS	Accounts Payable	Outstanding	Check	\$ (483.36)
01/08/2025		WALCH, RICHARD	Accounts Payable	Outstanding	Check	\$ (6,600.00)
01/08/2025		WW GOETSCH ASSOC INC	Accounts Payable	Outstanding	Check	\$ (7,973.94)
01/15/2025		AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	\$ (40.88)
01/15/2025		APPLE FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	\$ (90.41)
01/15/2025		ASPEN MILLS INC	Accounts Payable	Outstanding	Check	\$ (2,061.32)
01/15/2025		BEAUDRY OIL & PROPANE	Accounts Payable	Outstanding	Check	\$ (12,752.87)
01/15/2025		BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	\$ (69.19)
01/15/2025		BLAKE DRILLING COMPANY INC	Accounts Payable	Outstanding	Check	\$ (6,984.00)
01/15/2025		CENTURY LINK	Accounts Payable	Outstanding	Check	\$ (1,075.98)
01/15/2025		CMT JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	\$ (2,821.00)
01/15/2025		COMCAST/XFINITY	Accounts Payable	Outstanding	Check	\$ (457.34)
01/15/2025		COMPASS MINERALS	Accounts Payable	Outstanding	Check	\$ (10,052.69)
01/15/2025		COSTAR REALTY INFORMATION	Accounts Payable	Outstanding	Check	\$ (469.57)
01/15/2025		DEM-CON COMPANIES LLC	Accounts Payable	Outstanding	Check	\$ (84.50)
01/15/2025		EDEN PRAIRIE, CITY OF	Accounts Payable	Outstanding	Check	\$ (10,430.00)
01/15/2025		EKBOM ENTERPRISES INC	Accounts Payable	Outstanding	Check	\$ (568.00)
01/15/2025		FERGUSON WATERWORKS #2518	Accounts Payable	Outstanding	Check	\$ (779.52)
01/15/2025		FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	\$ (345.51)
01/15/2025		FRIENDLY CHEVROLET INC	Accounts Payable	Outstanding	Check	\$ (19.81)
01/15/2025		GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	\$ (141.08)

Issued Date	Cleared Date	Description	Module	Status	Type	Amount
01/15/2025		GOES AROUND TIRE TRANSPORT	Accounts Payable	Outstanding	Check	\$ (302.25)
01/15/2025		HAJDER, TYLER	Accounts Payable	Outstanding	Check	\$ (200.00)
01/15/2025		HAWKINS INC	Accounts Payable	Outstanding	Check	\$ (2,057.99)
01/15/2025		HEALTH PARTNERS	Accounts Payable	Outstanding	Check	\$ (5,805.00)
01/15/2025		HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	\$ (7,465.00)
01/15/2025		HOSE PROS LLC	Accounts Payable	Outstanding	Check	\$ (162.19)
01/15/2025		INSTRUMENTAL RESEARCH INC	Accounts Payable	Outstanding	Check	\$ (384.00)
01/15/2025		INTERSTATE ALL BATTERY CENTER	Accounts Payable	Outstanding	Check	\$ (538.85)
01/15/2025		JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	\$ (3,100.00)
01/15/2025		KLEIN UNDERGROUND LLC	Accounts Payable	Outstanding	Check	\$ (3,237.35)
01/15/2025		LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	\$ (1,830.00)
01/15/2025		LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	\$ (55,403.56)
01/15/2025		LEPAGE & SONS	Accounts Payable	Outstanding	Check	\$ (1,379.32)
01/15/2025		MAC QUEEN	Accounts Payable	Outstanding	Check	\$ (1,193.93)
01/15/2025		MAMA - METRO AREA MGMT ASSOC	Accounts Payable	Outstanding	Check	\$ (50.00)
01/15/2025		MARTIN MARIETTA	Accounts Payable	Outstanding	Check	\$ (767.86)
01/15/2025		MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	\$ (78.78)
01/15/2025		METRO GARAGE DOOR/WINTER INDUSTRIES LLC	Accounts Payable	Outstanding	Check	\$ (247.80)
01/15/2025		MINN CITY/COUNTY MANAGEMENT ASSOC	Accounts Payable	Outstanding	Check	\$ (162.00)
01/15/2025		MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	\$ (362.78)
01/15/2025		MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	\$ (100.00)
01/15/2025		MINN OCCUPATIONAL HEALTH	Accounts Payable	Outstanding	Check	\$ (748.12)
01/15/2025		MINNESOTA METRO NORTH TOURISM BUREAU	Accounts Payable	Outstanding	Check	\$ (6,742.74)
01/15/2025		NASH, ANTHONY	Accounts Payable	Outstanding	Check	\$ (197.99)
01/15/2025		NYKANEN, ANDREW	Accounts Payable	Outstanding	Check	\$ (3,734.40)
01/15/2025		PERFECTMIND INC	Accounts Payable	Outstanding	Check	\$ (5,209.00)
01/15/2025		REVSPRING INC	Accounts Payable	Outstanding	Check	\$ (2,149.04)
01/15/2025		SHORT ELLIOTT HENDRICKSON INC	Accounts Payable	Outstanding	Check	\$ (1,660.37)
01/15/2025		SIR LINES-A-LOT	Accounts Payable	Outstanding	Check	\$ (13,905.00)
01/15/2025		STANDARD INSURANCE COMPANY (LIFE)	Accounts Payable	Outstanding	Check	\$ (2,116.92)
01/15/2025		STANDARD INSURANCE COMPANY LTD/STD	Accounts Payable	Outstanding	Check	\$ (7,710.28)
01/15/2025		STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	\$ (2,466.69)
01/15/2025		SUBURBAN TIRE WHOLESALE INC	Accounts Payable	Outstanding	Check	\$ (639.12)
01/15/2025		TITAN MACHINERY	Accounts Payable	Outstanding	Check	\$ (1,160.60)
01/15/2025		VALLEY-RICH CO INC	Accounts Payable	Outstanding	Check	\$ (15,321.59)
01/15/2025		VESSCO INC	Accounts Payable	Outstanding	Check	\$ (253.45)
01/15/2025		VESTIS	Accounts Payable	Outstanding	Check	\$ (589.97)
01/15/2025		VISU-SEWER INC	Accounts Payable	Outstanding	Check	\$ (4,934.00)
01/15/2025		XCEL ENERGY	Accounts Payable	Outstanding	Check	\$ (16,633.27)
01/22/2025		AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	\$ (68.36)
01/22/2025		ANIMAL HUMANE SOCIETY	Accounts Payable	Outstanding	Check	\$ (2,964.00)
01/22/2025		ANOKA COUNTY SHERIFF'S OFFICE	Accounts Payable	Outstanding	Check	\$ (1,900.00)

Bank Transaction Report

Issued Date Range: -

Issued Cleared

Date	Date	Description	Module	Status	Type	Amount
01/22/2025		ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	\$ (82,028.00)
01/22/2025		APPLE FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	\$ (79.98)
01/22/2025		ASPEN MILLS INC	Accounts Payable	Outstanding	Check	\$ (6,131.52)
01/22/2025		ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	\$ (135.18)
01/22/2025		BATTERIES PLUS	Accounts Payable	Outstanding	Check	\$ (29.85)
01/22/2025		BEAUDRY OIL & PROPANE	Accounts Payable	Outstanding	Check	\$ (13,432.22)
01/22/2025		BLAINE CUSTOM APPAREL & AWARDS	Accounts Payable	Outstanding	Check	\$ (90.00)
01/22/2025		BOB'S PRODUCE RANCH	Accounts Payable	Outstanding	Check	\$ (205.23)
01/22/2025		BOND TRUST SERVICES CORP	Accounts Payable	Outstanding	Check	\$ (950.00)
01/22/2025		CANVAS HEALTH INC	Accounts Payable	Outstanding	Check	\$ (25,577.86)
01/22/2025		CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	\$ (8,335.24)
01/22/2025		CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	\$ (19,000.52)
01/22/2025		CENTURY LINK	Accounts Payable	Outstanding	Check	\$ (1,104.89)
01/22/2025		CODE4 GROUP LLC	Accounts Payable	Outstanding	Check	\$ (18,500.00)
01/22/2025		CORE & MAIN LP	Accounts Payable	Outstanding	Check	\$ (1,377.65)
01/22/2025		DALCO/IMPERIAL DADE	Accounts Payable	Outstanding	Check	\$ (799.70)
01/22/2025		ECOSAFE ZERO WASTE USA INC	Accounts Payable	Outstanding	Check	\$ (885.60)
01/22/2025		EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	\$ (714.43)
01/22/2025		ENTERPRISE FM TRUST	Accounts Payable	Outstanding	Check	\$ (40,035.46)
01/22/2025		FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	\$ (1,330.00)
01/22/2025		FIRE SAFETY USA	Accounts Payable	Outstanding	Check	\$ (2,450.50)
01/22/2025		GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	\$ (50.16)
01/22/2025		GREAT AMERICAN INSURANCE COMPANIES	Accounts Payable	Outstanding	Check	\$ (14,550.00)
01/22/2025		HAMMER SPORTS LLC	Accounts Payable	Outstanding	Check	\$ (560.00)
01/22/2025		HAWKINS INC	Accounts Payable	Outstanding	Check	\$ (150.00)
01/22/2025		INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	\$ (1,253.26)
01/22/2025		KATH FUEL OIL SERVICE	Accounts Payable	Outstanding	Check	\$ (310.00)
01/22/2025		KENNEDY & GRAVEN CHARTERED	Accounts Payable	Outstanding	Check	\$ (3,937.00)
01/22/2025		LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	\$ (45.00)
01/22/2025		LONG RUN LEADERSHIP CONSULTING	Accounts Payable	Outstanding	Check	\$ (3,215.83)
01/22/2025		MARTIN MARIETTA	Accounts Payable	Outstanding	Check	\$ (941.98)
01/22/2025		MCNAIR, EVAN	Accounts Payable	Outstanding	Check	\$ (1,929.07)
01/22/2025		METROPOLITAN COUNCIL	Accounts Payable	Outstanding	Check	\$ (483,745.38)
01/22/2025		MID-STATES ORGANIZED CRIME INFO CENTER - MOCIC	Accounts Payable	Outstanding	Check	\$ (200.00)
01/22/2025		MINN CHIEFS OF POLICE ASSOC	Accounts Payable	Outstanding	Check	\$ (2,925.00)
01/22/2025		MINN DEPT OF HEALTH	Accounts Payable	Outstanding	Check	\$ (32.00)
01/22/2025		MINN IT	Accounts Payable	Outstanding	Check	\$ (2,149.50)
01/22/2025		MINN MAYORS ASSOC / LEAGUE OF MN CITIES	Accounts Payable	Outstanding	Check	\$ (30.00)
01/22/2025		MINN STATE FIRE CHIEFS ASSOC	Accounts Payable	Outstanding	Check	\$ (1,140.00)
01/22/2025		PETTY CASH	Accounts Payable	Outstanding	Check	\$ (100.00)
01/22/2025		SOUTHERN WINE / SOUTHERN GLAZERS	Accounts Payable	Outstanding	Check	\$ (30,811.48)
01/22/2025		STROMBERG, STACY	Accounts Payable	Outstanding	Check	\$ (11.28)
01/22/2025		VERIZON WIRELESS	Accounts Payable	Outstanding	Check	\$ (1,942.57)

Bank Transaction Report

Issued Date Range: -

Issued	Cleared					
-	-	-	-	-	-	-

Date	Date	Description	Module	Status	Type	Amount
01/22/2025		VIKING ELECTRIC SUPPLY	Accounts Payable	Outstanding	Check	\$ (105.30)
01/22/2025		XCEL ENERGY	Accounts Payable	Outstanding	Check	\$ (14,370.83)
01/22/2025		MALONE, TOM	Accounts Payable	Outstanding	Check	\$ (1,106.00)
Check Total: (254)						\$ (2,435,027.18)
Check Reversal						
01/02/2025		RACHEL CONTRACTING INC Reversal	Accounts Payable	Outstanding	Check Reversal	\$ 314,268.79
01/22/2025		SOUTHERN WINE / SOUTHERN GLAZERS Reversal	Accounts Payable	Outstanding	Check Reversal	\$ 30,811.48
Check Reversal Total: (2)						\$ 345,080.27
EFT						
01/03/2025	973	FRIDLEY POLICE ASSOCIATION-PY only	Accounts Payable	Outstanding	EFT	\$ (204.00)
01/03/2025	974	FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	\$ (80.00)
01/03/2025	EFT0000235	Payroll EFT	Payroll	Outstanding	EFT	\$ (387,690.68)
01/17/2025	975	FRIDLEY POLICE ASSOCIATION-PY only	Accounts Payable	Outstanding	EFT	\$ (204.00)
01/17/2025	976	FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	\$ (80.00)
01/17/2025	EFT0000237	Payroll EFT	Payroll	Outstanding	EFT	\$ (476,758.63)
EFT Total: (6)						\$ (865,017.31)
Report Total: (302)						\$ (3,651,505.47)

Summary

Bank Account	Count	Amount
0000100479 City of Fridley	302	-3651505.47
Report Total:	302	-3651505.47

Cash Account	Count	Amount
No Cash Account	2	0
999 999-101100 Cash in Bank - CITY Pooled Cash	300	-3651505.47
Report Total:	302	-3651505.47

Transaction Type	Count	Amount
Bank Draft	40	-696541.25
Check	254	-2435027.18
Check Reversal	2	345080.27
EFT	6	-865017.31
Report Total:	302	-3651505.47



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

Submitted By: Paul Bolin, Assistant Executive Director - HRA

Title

Ordinance No. 1428, Amending the Fridley City Code Chapter 209, Fees, to Update Fees Related to Rental Housing Licensure (First Reading)

Background

The rental inspections program, first started in the 1990's, was administered by the City's Fire Department until it was transferred to the Community Development Department in 2011. The program provides many benefits to the City. Inspections ensure that rental properties meet building, fire and safety codes to ensure safe and habitable living conditions for residents. The program holds landlords accountable for maintenance of their properties, helping to preserve neighborhood aesthetics and property values.

There are currently 914 active rental properties in Fridley, containing 4,923 individual rental units. A number of these units were added over the past few years through new construction (Sherman & Roers) and the conversion of single-family homes. The additional units created the need for the City to turn the two 32-hour/week inspector positions into full time positions. In 2024, staff inspected 386 buildings, encompassing 2,108 units. The inspectors identified 7,971 violations and processed 82 new rental property licenses.

Inspectors typically spend between 60-90 minutes on a single-family home inspection and multiple days on the City's largest multi-tenant buildings. Once the initial inspection is complete, correction notices are issued, and a reinspection scheduled.

The current license fee structure (\$100 for single-family and \$150 for two-unit rentals) has remained unchanged for over a decade and no longer adequately covers program operating costs. A survey of neighboring cities demonstrates our fees are substantially below market rates. Comparable cities average \$232 for single-family and \$293 for two-unit rentals, with some municipalities charging up to \$400. Brooklyn Center, Columbia Heights, and St. Louis Park - cities of similar size and demographics - charge significantly higher fees than Fridley.

Staff is proposing on ordinance that will bring the City's license fees closer to the average fee being charged by peer cities. The increase will fully cover the costs of administering the rental program. License fees will now range between \$200 for a single-family unit and \$275 for a two-unit rental, up to \$350 + \$20/unit for buildings with five or more rental units. In 2024, the current license fees generated \$183,145 in revenues. The new fee structure is expected to generate approximately \$213,540 in 2025.

Vision Statement

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

Financial Impact

Increased fees will ensure that rental property owners are paying for the cost of licensure and inspections.

Recommendation

Staff recommend the Council approve a first reading of Ordinance No.1428.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Ordinance No. 1428

Vision Statement

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

Ordinance No. 1428

Amending the Fridley City Code Chapter 209, Fees, to Update Fees Related to Rental Housing Licensure

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

Fridley City Code Chapter 209 Fees

209.12 Fees

5. Licensing Fees

Code	Subject	Fee
308	Adult Entertainment Establishment	\$400
	– Investigation Fee	\$400
17	Auction	
	– Weekly permit	\$30
	– Annual permit	\$150
300	Beekeeping	
	– Initial fee	\$100
	– Annual renewal fee	\$25
27	Billiards	
	– First table	\$40
	– Each additional table	\$10
15	Bowling Alleys	
	– Annual license	\$40
	– Per lane	\$10
28	Carnivals	
	– Application fee	\$75
	– Each day	\$75
	– Required cash deposit or bond	\$3,000
21	Christmas Tree Lots	
	– Annual license fee	\$200
	– Deposit	\$100
300	Dogs	
	– Lifetime license	\$25
	– Duplicate license	\$5
	– Impound fee	\$25
	– Annual Dangerous Dog license	\$500
	– Potentially Dangerous Dog license	\$500

702	Drive-in Theaters	\$400
607	Entertainment	\$85
32	Food Establishment – Business License	\$45
32	Food Temporary – Business License	\$30
25	Golf Course, Driving Range	\$30
319	Haulers Mixed Municipal Solid Waste License (Garbage Truck), Yard Waste License, Organics License, Recycling License	\$100 for first truck and \$40 each additional truck
310	Hemp THC Product – Annual License – Investigation Fee, Individual – Investigation Fee, Corporation/Partnership – Administrative Penalty for individuals, first violation – Administrative Penalty for individuals, second violation within 12 months – Administrative Penalty for individuals, third violation within 12 months – Administrative Penalty for licensee, first violation Administrative Penalty for licensee, second violation within 36 months	\$1,500 \$200 \$400 \$250 \$500 \$750 \$500 \$1,000
24	Junk Yards	\$350
609	Liquor, Caterer – Annual Caterer Registration – Event Notification Permit (per event)	\$100 \$25
604	Liquor, Consumption and Display – Annual State permit – One-day City permit	\$300 \$25
603	Liquor, On-Sale Intoxicating Holiday Endorsement	\$100
603	Liquor, Lawful Gambling Endorsement	\$300
610	Liquor Manufacturers/Investigative Fee – Individual – Partnership/Corporation – Alteration of Business – Change of Officers	\$200 \$400 \$100 \$25 \$600

	– On-Sale Brewer/Distillery Taproom License – Off-Sale Brewer/Distillery Growler License	\$300
603	Liquor, On-Sale Intoxicating – No entertainment (a) 0-3,000 square feet \$6,000 (b) 3,001-6,000 square feet \$7,000 (c) Over 6,000 square feet \$8,000 – With entertainment or dancing (a) 0-3,000 square feet \$7,000 (b) 3,001-6,000 square feet \$8,000 (c) Over 6,000 square feet \$9,000	
603	Liquor, On-Sale Intoxicating Initial Investigative Fee – Individual \$200 – Corporation or partnership \$400	
603	Liquor, On-Sale Sunday	\$200
603	Liquor, On-Sale Intoxicating Temporary one day only	\$25
602	– Liquor, 3.2% Malt Liquor Off-Sale \$60 – On-Sale \$325 – Holiday Endorsement \$100	
602	Liquor, 3.2% Malt Liquor, Initial Investigative Fee – Individual \$90 – Corporation or partnership \$180	
602	Liquor, 3.2% Malt Liquor Temporary	\$60
603	Liquor, Wine	\$1,000
603	Liquor, Wine Investigative Initial Fee – Individual \$200 – Corporation or partnership \$400	
605	Liquor, Bottle Club – Annual permit \$300 – One day permit \$25	
606	Liquor, On-Sale Intoxicating Club – Per club under 200 members \$300 – Per club of 201-500 members \$500 – Per club of 501-1,000 members \$650 – Per club of 1,001-2,000 members \$800 – Per club of 2,001-4,000 members \$1000 – Per club of 4,001-6,000 members \$2,000	

	– Per club of over 6,000 members	\$3,000
606	Liquor, On-Sale Club Holiday Endorsement	\$100
300	Livestock – Initial fee – Annual review	\$100 \$25
603	Managerial License (Liquor)	\$10
125	Massage Therapy Business License – Annual license – Business investigation fee for corporations or partnerships – Business investigation fee for individual/sole proprietor	\$400 \$400 (new) \$200 (renewal) \$200 (new) \$100 (renewal)
125	Massage Therapist – License Fee – Therapist Investigation Fee	\$50 \$25
22	Music Festivals – Per day – Filing fee	\$700 \$100
35	Mobile Food Unit – Food Truck License – Food Truck Fire Safety Inspection Ice Cream Truck License	\$50 \$100 \$75
18	Motor Vehicle Body Repair Business	\$150
509	Motorized Vehicles Rental	\$50 per vehicle
300	Multiple Pet Location – License Fee – Renewal Fee – Impound Fee	\$100 \$25 \$25
300	Poultry – Initial fee – Annual renewal fee – Impound fee	\$100 \$25 \$25
507	Rental Housing Annual License – Single rental unit – Two rental units – Three rental units – Four rental unit – Five or more units License renewal late fee if more than seven days late	\$100 <u>\$200</u> \$150 <u>\$275</u> \$210 <u>\$325</u> \$270 <u>\$350</u> \$270 <u>\$350</u> plus \$ 12 <u>20</u> per unit over four units 150% of the annual license fee

	License fee to reinstate after revocation or suspension	150% of the annual license fee
	License transfer fee	\$25
	License non-compliance fee for properties that were posted for not complying with correction orders or license renewals	
	– 1-30 days	\$250
	– 31+ days	\$500
	Renting prior to obtaining a license	125% of the annual license
	Reinspection fee after second inspection	
	– Single, duplex, triplex	\$100
	– Four or more units	\$300
31	Pawn Shops	
	– Annual license fee	\$3,000
	– Monthly transaction fee	\$3 per transaction
	– Reporting failure penalty	\$4 per transaction
	– Investigation fee	\$400
14	Peddlers/Solicitor	\$60 per peddler
23	Public Dance	\$75
13	Retail Gasoline Sales	\$60
	Private Gasoline Pump	\$30 per location
602, 603, 606	Social Skill Game Tournament Service Provider	\$100 annually
16	Street Vending	
	– Industrial/commercial	\$50
	– Residential	\$70
	– Both	\$100
12	Tobacco License	\$125
12	Tobacco Product Shop	
	– License fee	\$400
	– Investigation fee	\$100
503	Tree Management License	\$150
19	Used Motor Vehicles License	\$150 per year

Passed and adopted by the City Council of the City of Fridley on this [xx] day of [Month], 2025.

Dave Ostwald - Mayor

Melissa Moore - City Clerk

First Reading: January 27, 2025

Second Reading:

Summary Publication:



AGENDA REPORT

Meeting Date: January 27, 2025

Meeting Type: City Council

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

Title

Resolution No. 2025-05, Receiving a Petition and Ordering Preparation of a Preliminary Report for Traffic Calming Improvements Along East Danube Road

Background

On December 18, 2024, a public meeting was held by the City of Fridley (City) Engineering Division regarding potential traffic calming implementation along East Danube Road from West Danube Road to North Innsbruck Drive in conjunction with the City's 2025 Street Rehabilitation Project No. ST2025-01. At the meeting, City staff provided standard paperwork for benefitting properties to petition for said improvements in conformance with MN Statutes Chapter 429.

The attached signed petition for traffic calming improvements along East Danube Road was submitted to City staff on December 23, 2024. The petition includes 29 signatures representing 15 of 17 benefitting properties abutting the proposed improvements. These signatures exceed the minimum requirements for the initiation of local improvements as detailed in MN Statutes Chapter 429 and Fridley City Charter Section 8.04.

Accordingly, a resolution to receive the petition for traffic calming improvements along the corridor and direct staff to prepare a preliminary report on said improvements is in order. If approved by the City Council, staff will initiate preliminary plans and prepare a feasibility report to be presented to the City Council. Staff anticipate completion of the feasibility report and subsequent Public Hearing on Improvements in February 2025.

Financial Impact

None

Recommendation

Staff recommend the approval of Resolution No. 2025-05, Receiving a Petition and Ordering Preparation of a Preliminary Report for Traffic Calming Improvements Along East Danube Road.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2025-05
- Petition for traffic calming improvements signed by benefitting properties
- Map of Property Owners that signed Petition

Vision Statement

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

Resolution No. 2025-05

Receiving a Petition and Ordering Preparation of a Preliminary Report for Traffic Calming Improvements Along East Danube Road

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

Whereas, the construction of certain roadway and utility improvements (Improvements) are included within the 2025 Street Rehabilitation Project No. ST2025-01 (Project) as identified within the CIP and deemed to be in the interest of the City and property owners affected thereby; and

Whereas, a preliminary feasibility report for the Improvements, prepared and submitted to the City Council (Council) by the Public Works Director, did not identify traffic calming improvements along the portion of East Danube Road from West Danube Road to North Innsbruck Drive; and

Whereas, the City has received a petition requesting traffic calming improvements in the segment identified above in accordance with Minnesota Statutes Chapter 429; and

Whereas, the petition contains the signatures of more than 35% of potentially benefitting properties in accordance with Minnesota Statutes Chapter 429 to initiate local improvements; and

Whereas, properties benefitting from any potential traffic calming improvements would be subject to special assessment in accordance with Minnesota Statutes Chapter 429 and the City's Roadway Major Maintenance Financing policy.

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

1. A petition requesting traffic calming improvements along the portion of East Danube Road from West Danube Road to North Innsbruck Drive is hereby received by the City Council on January 27, 2025, and is hereby declared to be signed by the required percentage of owners of property affected thereby to authorize referral and further action. This declaration is made in conformity to Minn. Stat. § 429.035.
2. That the aforementioned petition for proposed improvement is hereby referred to the Public Works Director, James Kosluchar, PE, and that person is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.
3. That said preliminary report of the Public Works Director shall be furnished to the City Council.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

Dave Ostwald – Mayor

Attest:

Melissa Moore – City Clerk

CITY OF FRIDLEY
PETITION FOR LOCAL IMPROVEMENT

Date submitted: 12-23-2024

We, the undersigned real property owners abutting on East Danube Road NE, between West Danube Road NE and North Innsbruck Drive NE, hereby petition that such street be improved by East Danube Rd. Traffic Calming pursuant to Minnesota Statutes, Chapter 429.

(Names of signers must be entered by signature. Properties under joint ownership must be signed by each owner.)

Name (PRINTED)	Property Address	Signature
Gretchen Schroeder	5497 East Danube Rd.	<i>Gretchen Schroeder</i>
Rich Schroeder	5497 East Danube Rd.	<i>Rich Schroeder</i>
PATRICIA FREEBUR	5557 E Danube Rd	<i>Patricia R. Freebur</i>
<i>Paul J. Stumber</i>	5567 E Danube	<i>Paul J. Stumber</i>
Linda Studley	1500 N. INNSBRUCK DR	<i>Linda Studley</i>
Pam Studley	1500 N. INNSBRUCK DR.	<i>Pam Studley</i>
Jorge R. Otanez	5554 E Danube Rd	<i>Jorge R. Otanez</i>
Lauren Otanez	5554 E Danube Rd	<i>Lauren Otanez</i>
Roman ZOUNIREWICZ	5527 E. Danube Rd	<i>Roman Zounirewicz</i>
<i>Linda J. Zounirewicz</i>	5527 E Danube Road	<i>Linda J. Zounirewicz</i>
KARL BREITBARTH	5477 East Danube Road NE	<i>Karl Breitbarth</i>
Jacob Altheldt	5457 E Danube Rd	<i>Jacob Altheldt</i>
Olathe Otremba	5567 E. Danube	<i>Olathe Otremba</i>
Todd Fisher	5544 E. Danube Rd	<i>Todd Fisher</i>
Angela Acker-Fisher	5544 E Danube Rd	<i>Angela Acker-Fisher</i>

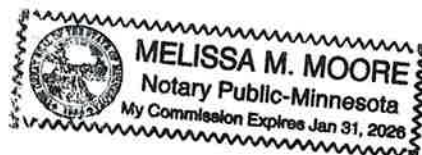
(Name of Petition Circulator)

Todd Fisher, being duly sworn, deposes and says that he/she, and he/she only, personally circulated the foregoing paper, that all the signatures appended thereto were made in his/her presence, and that he/she believes them to be the genuine signatures of the persons whose names they purport to be.

Signed Todd Fisher
(Signature of Circulator)

State of Minnesota }
County of Anoka }

Subscribed, sworn to, and acknowledged before me this 23rd day of December, 2024 by



Melissa Moore
Notary Public

CITY OF FRIDLEY
PETITION FOR LOCAL IMPROVEMENT

Date submitted: 12-23-2024

We, the undersigned real property owners abutting on East Danube Road NE, between West Danube Road NE and North Innsbruck Drive NE, hereby petition that such street be improved by Traffic Calming Measures pursuant to Minnesota Statutes, Chapter 429.

(Names of signers must be entered by signature. Properties under joint ownership must be signed by each owner.)

Name (PRINTED)	Property Address	Signature
Till Vonderharr	5547 E. Danube	Till Vonderharr
Scott Vonderharr	5547 E Danube Rd	Scott Vonderharr
Boyd Herdendorf	5467 E Danube	Boyd Herdendorf
Megan Herdendorf	5467 E. Danube	Megan Herdendorf
Nathan Epstein	5495 W Danube	Nathan Epstein
Amelia LeBarron	5495 W Danube	Amelia LeBarron
Robert Barlau	5490 E Danube	Robert Barlau
Kali Barlau	5490 E. Danube	Kali Barlau
Mike Shannon	1496 Innsbruck	Mike Shannon
Chris Menon	5564 E Danube Rd	Chris Menon
Koreen Menon	5564 E Danube Rd	Koreen Menon
Abigail Affeldt	5457 E Danube Rd	Abigail Affeldt
Scott Wenum	5584 E Danube Rd	Scott Wenum
Jody Wenum	5584 E Danube Rd	Jody Wenum

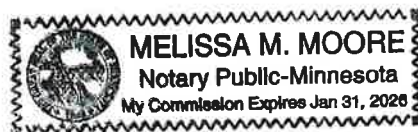
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Signed Todd Fisher
(Signature of Circulator)

State of Minnesota }
County of Anoka }

Subscribed, sworn to, and acknowledged before me this 23rd day of December, 2024 by



Melissa Moore
Notary Public



 **BENEFITTING
PROPERTY**

 **SIGNED PETITION**