



City Council Meeting

April 08, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

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

Pledge of Allegiance

Proclamations/Presentations

Proposed Consent Agenda

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

Meeting Minutes

- [1.](#) Approve the Minutes from the City Council Meeting of March 25, 2024
- [2.](#) Receive the Minutes from the City Council Conference Meeting of March 25, 2024

New Business

- [3.](#) Resolution No. 2024-44, Approving a Grant Agreement with the Mississippi Watershed Management Organization for a Hydrodynamic Separator
- [4.](#) Resolution No. 2024-45, Approving a Grant Agreement with the Rice Creek Watershed District for a Hydrodynamic Separator
- [5.](#) Resolution No. 2024-46, Approving a Grant Agreement with the Mississippi Watershed Management Organization for Stormwater Improvements at Sylvan Hills Park

Licenses

- [6.](#) Resolution No. 2024-43, Approving a Temporary Intoxicating Liquor Permit for Tim Hoffman of Totino Grace High School for a Fundraising Event on April 27, 2024

Claims

- [7.](#) Resolution No. 2024-47, Approving Claims for the Period Ending April 8, 2024

Open Forum

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

Regular Agenda

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

Public Hearing(s)

- 8. Public Hearing to Consider On-Sale Liquor License by Debesay Girmalul for Continental Restaurant and Resolution No. 2024-42, Approving On-Sale Liquor License for Continental Restaurant

New Business

- 9. Ordinance No. 1421, Public Hearing and First Reading Amending the Name, Boundaries, Powers and Construction of Government Chapter of the Fridley City Charter
- 10. Ordinance No. 1422, Amending the Fridley City Code Chapter 105, Commissions, to Establish a Public Arts Commission

Informal Status Reports

Adjournment

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



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of March 25, 2024

Background

Attached are the minutes from the City Council meeting of March 25, 2024.

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of March 25, 2024.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input type="checkbox"/> Public Safety & Environmental Stewardship |
| <input checked="" type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Minutes from the City Council Meeting of March 25, 2024

Vision Statement

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



City Council Meeting

March 25, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of March 25, 2024, to order at 7:00 p.m.

Present

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

Absent

Others Present

Walter Wysopal, City Manager
 Jim Kosluchar, Public Works Director
 Scott Hickok, Community Development Director

Pledge Of Allegiance

Proclamations/Presentations

Approval of Proposed Consent Agenda

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

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

Approval/Receipt of Minutes

1. Approve the Minutes from the City Council Meeting of March 11, 2024.
2. Receive the Minutes from the Council Workshop Meeting of March 11, 2024.

New Business

3. Resolution No. 2024-35, Scheduling a Public Hearing on April 8, 2024 on a Proposed Amendment to the Fridley City Charter Chapter 1 Name, Boundaries, Powers and Construction of Government, and Directing Publication of the Text of Ordinance No. 1421 in Full.

4. Resolution No 2024-36, Approving Minnesota Department of Natural Resources Outdoor Recreation Grant Application for Commons Park Splash Pad.
5. Resolution No. 2024-40, Approving Gifts, Donations and Sponsorships Received Between February 15, 2024 and March 15, 2024.
6. Resolution No. 2024-14, Approving and Authorizing the Signing of a Settlement Agreement Between the City of Fridley and Stephen A. Ling and Stephanie Ling.

Licenses

7. Resolution No. 2024-37, Approving Fridley Historical Society Gambling Permit.

Claims

8. Resolution No. 2024-39, Approving Claims for the Period Ending March 20, 2024.

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

Dan Carlson commented on a cult his son was involved in located in Missouri which has ties to roofing companies in Minnesota. He said he has had a hard time getting an attorney on this issue but believes that prosecution should be pursued.

Mayor Lund suggested that staff reach out in an attempt to find out more information and the proper way to handle this matter.

Adoption of Regular Agenda

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

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

Regular Agenda

New Business

9. Resolution No. 2024-38, Approving an Amendment to the 2024 Street Rehabilitation Project No. ST2024-01 Feasibility Report to Address Traffic Calming Measures Along and Adjacent to Channel Road.

Jim Kosluchar, Public Works Director, reviewed background information and noted that this item is related to traffic calming. It could be a standalone project or occur with the road project. He reviewed information on public engagement as well as traffic speeds and volumes. He provided more information on the potential traffic calming for Channel Road and noted that those concepts were

presented at the public open house. He also provided a ranking for the options provided by the public. He stated that staff discussed the feedback with Council, and the speed humps and traffic circle were deemed feasible. Accordingly, staff is working on preliminary design to incorporate one, or both, of the elements. He noted an estimated cost of \$25,000 to add both elements and noted that funding is available as \$30,000 had been budgeted for traffic safety upgrades in 2024. Staff recommend approval of the resolution as presented.

Councilmember Bolkcom thanked staff and the public for working together to get to this point.

Mayor Lund commented that this is not a large amount of money for something that will hopefully benefit the neighborhood. He believed that the University should be involved in the funding as that is the main source of traffic issues in this area.

Mr. Kosluchar commented that while efforts to improve the situation have taken a while, he does believe there is progress being made to reduce the concentration of traffic. He preferred to fund these improvements as proposed, noting the traffic data collected.

Motion made by Councilmember Evanson to adopt Resolution No. 2024-38, Approving Amendment to the 2024 Street Rehabilitation Project No. ST2024-01 Feasibility Report to Address Traffic Calming Measures Along and Adjacent to Channel Road. Seconded by Councilmember Ostwald.

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

Informal Status Reports

Councilmember Tillberry reminded residents of the upcoming Springbrook fundraiser that will be held on April 6.

Councilmember Bolkcom referenced a recent fundraiser for Alexandra House, which had a great turnout with many incredible donations. Councilmember Ostwald commented that \$200,000 was raised at the event.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 7:23 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Roberta S. Collins, Assistant to the City Manager

Title

Receive the Minutes from the City Council Conference Meeting of March 25, 2024

Background

Attached are the minutes from the City Council conference meeting of March 25, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of March 25, 2024.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input type="checkbox"/> Public Safety & Environmental Stewardship |
| <input checked="" type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Minutes from the City Council Conference Meeting of March 25, 2024

Vision Statement

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



Council Conference Meeting

March 25, 2024

5:00 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

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

Others Present: Walter Wysopal, City Manager
Scott Hickok, Community Development Director
Jim Kosluchar, Public Works Director
Joe Starks, Finance Director
Mike Maher, Parks & Recreation Director
Melissa Moore, City Clerk
Danielle Herrick, City Manager Intern
Nick Schmidt, Engineering Project Manager

Items for Discussion

1. Proposed Councilmember Onboarding Manual.

Danielle Herrick, City Manager Intern, presented the draft Councilmember Onboarding Manual. Council had questions regarding holding informal listening sessions that often help clarify social media confusion.

2. Park System Improvement Plan Budget and Commons Park Update.

Jim Kosluchar, Public Works Director, and Mike Maher, Parks & Recreation Director, provided an update on the plan and provided an update on the Commons Park project.

3. State Legislative Concerns.

Scott Hickok discussed several housing bills the State legislature was working on that are concerning to the City.



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: James Kosluchar, Director of Public Works and Engineering
Brandon Brodhag, Assistant City Engineer
Carl Lind, Graduate Engineer
Rachel Workin, Environmental Planner

Title

Resolution No. 2024-44, Approving a Grant Agreement with the Mississippi Watershed Management Organization for a Hydrodynamic Separator

Background

The 2024 Street Project (ST2024-01) is scheduled to occur during the 2024 construction season as outlined in the City of Fridley’s (City) approved 2024-2028 Capital Investment Program. The project’s approved feasibility study identified potential stormwater improvements that could occur within the scope of the project. One recommendation was to install a hydrodynamic separator within the storm sewer system along Buchanan Street. The City installed a similar device, which uses gravity to remove pollutants from stormwater runoff, within Project ST2022-01. Modeling indicates that the hydrodynamic separator will remove 1.0 pound of Total Phosphorus and 366 pounds of Total Suspended Solids per year from stormwater before it enters Sullivan Lake and subsequently the Mississippi River.

The City submitted a Capital Project Grant Application to the Mississippi Watershed Management Organization (MWMO) to fund the installation of the structure and was awarded \$64,000. The City has also been awarded grant funding from the Rice Creek Watershed District for the installation of a hydrodynamic separator on Channel Road as part of this same road project.

Financial Impact

The grant award of \$64,000 is expected to cover the full cost of installation of the structure. The City will be responsible for ongoing maintenance of the hydrodynamic separator.

Recommendation

Staff recommend the approval of Resolution No. 2024-44, Approving a Grant Agreement with the Mississippi Watershed Management Organization for a Hydrodynamic Separator.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input checked="" type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence | |

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2024-44, Approving a Grant Agreement with the Mississippi Watershed Management Organization for a Hydrodynamic Separator
- Grant Agreement with the Mississippi Watershed Management Organization

Vision Statement

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

Resolution No. 2024-44

Approving a Grant Agreement with the Mississippi Watershed Management Organization for a Hydrodynamic Separator

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

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

Whereas, the City’s Local Water Plan directs the City to install stormwater best management practices during capital investment projects so that all the City’s surface waters can be enjoyed to their highest intended use; and

Whereas, the Feasibility Study for ST2024-01 identified the placement of a hydrodynamic separator at Buchanan Street as a potential stormwater improvement; and

Whereas, the City submitted a Capital Project Grant to the Mississippi Watershed Management Organization for funding for the installation of the hydrodynamic separator; and

Whereas, the Mississippi Watershed Management Organization awarded the City grant funding of \$64,000 to install the hydrodynamic separator at Buchanan Street.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the grant agreement with the Mississippi Watershed Management Organization for the installation of a hydrodynamic separator at Buchanan Street within Project ST2024-01.

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

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

MEMBER CAPITAL PROJECT GRANT AGREEMENT

Project Title	City of Fridley Hydrodynamic Separator for Sullivan Lake
Grant Funds (Total Amount – Not to Exceed)	\$64,000
Grantee	City of Fridley
Grantee Address	7071 University Avenue NE Fridley, MN 55432
Grantee Project Manager	Brandon Brodhag
Grantee Phone	763-238-8086
Grantee Email	Brandon.brodhag@fridleymn.gov
Project Completion Date	October 31, 2024
Minimum Project Maintenance Period	20 years
MWMO Project Manager	Emmy Baskerville Doeckel
MWMO Project Manager Contact Information	ebaskerville@mwmo.org 612-746-4989 Direct
Effective Date	March 31, 2024

This Member Capital Project Grant Agreement (“**Agreement**”) is entered into by and between the Mississippi Watershed Management Organization, a Minnesota joint powers entity, (“**MWMO**”) and the above-named grantee (“**Grantee**”). MWMO and Grantee may hereinafter be referred to individually as a “party” or collectively as the “parties.” The information set out above is made part of this Agreement and may be referred to herein by the indicated labels.

RECITALS

- A. MWMO is a joint powers watershed management organization created pursuant to Minnesota Statutes, sections 103B.201 to 103B.252, the Metropolitan Surface Water Management Act (“**Act**”).
- B. MWMO conducts programs and projects to meet its obligations under the Act and the rules adopted pursuant to the Act.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

- C. Grantee is a member community of MWMO and, together with the other member communities, is committed to carrying out projects in furtherance of MWMO's plan and goals.
- D. MWMO has selected and approved a request received from Grantee for funding to implement the proposed program or project named above ("**Project**") within the boundaries of MWMO. The agreed upon outcomes and methods for the Project are described in the final deliverables section of the attached Exhibit A.
- E. MWMO has determined the Project proposed by Grantee will further the implementation of the comprehensive watershed management plan of MWMO.
- F. The parties desire to enter into this Agreement to set out the terms and conditions of a grant provided by MWMO to Grantee to complete the Project.

AGREEMENT

In consideration of the covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Grant.** MWMO agrees to provide Grantee a grant up to the total amount indicated above ("**Grant Funds**") conditioned on compliance with the terms and conditions of this Agreement. The Grant Funds shall be provided as a reimbursement of the costs Grantee incurs in carrying out the Project as specified in the attached Exhibit A. MWMO shall retain 10% of the total Grant Funds until Grantee verifies completion of all Project components, provides all deliverables, and provides an acceptable operations and maintenance plan.
2. **Grant Distribution.** MWMO agrees to disburse the Grant Funds to Grantee in accordance with this section.
 - (a) Limits on Grant. MWMO will reimburse Grantee for expenses incurred in the Project up to the total amount of Grant Funds, which is the maximum amount to be provided under this Agreement. All other costs and expenses incurred by Grantee in completing the work of the Project will be the responsibility of Grantee. Only costs and expenses identified in Exhibit A as "reimbursable" are eligible for reimbursement by MWMO. Administrative costs incurred by Grantee including, but not limited to, compensation and benefits of Grantee staff, are not eligible for reimbursement under this Agreement. MWMO will not reimburse Grantee for expenses incurred by Grantee that are paid or reimbursed by a grant from another source.
 - (b) Payment Requests. MWMO will disburse funds to Grantee based on a payment request form provided by MWMO, submitted by Grantee, and approved by MWMO. Payment requests may be submitted no more frequently than once each month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Upon verification of the adequacy of a written disbursement request and consistency with

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

the terms of this Agreement, MWMO will disburse the requested amount to Grantee within four weeks after receipt of a written disbursement request.

3. **Project Construction.** Grantee agrees to undertake and construct the Project in accordance with this section.
- (a) **Approved Plans.** Grantee shall construct the Project in accordance with plans and specifications (collectively, the “**Plans**”) developed for the Project. The Plans shall be consistent with information contained in Exhibit A and must be approved in writing by MWMO Executive Director or MWMO Project Manager (collectively, the “**Executive Director**”) prior to commencement of construction. Any alterations to the Plans and any change orders issued for the Project must be approved in writing by the Executive Director. Any proposed alteration or change order presented to the Executive Director for approval must include the estimated budget impact resulting from the change.
- (b) **Project Schedule.** Grantee will complete the Project by the Project Completion Date, but in no case later than the timeline provided in Exhibit A. Failure to complete the Project by the Project Completion Date shall constitute a breach of this Agreement, unless the Executive Director approves an extension of the Project Completion Date in writing.
- (c) **Contractors.** If Grantee retains one or more contractors (collectively, the “**Contractor**”) to construct the Project, Grantee will advertise for bids and award contracts in accordance with the requirements of law. Grantee will award the contract and supervise and administer the Contractor’s construction of the Project to ensure it is completed in accordance with Plans and this Agreement. Grantee will require the Contractor to provide all payment and performance bonds required by law. Grantee will require the Contractor to name MWMO as an additional insured on all liability policies required by Grantee and require MWMO be given the same notification of cancellation or non-renewal as is given to Grantee. Grantee will provide MWMO copies of the Contractors’ certificates of insurance upon request. Grantee will require the Contractor to defend, indemnify, protect, and hold harmless MWMO and Grantee, their agents, officers, and employees, from all claims, actions, costs, and expenses, including reasonable attorneys’ fees, arising from negligent acts, errors or omissions of the Contractor. Grantee shall be responsible for supervising the work of the Contractor and ensuring the Project is completed in accordance with the Plans. However, MWMO may observe and review the work of the Project until it is completed.
- (d) **Site Investigation.** Grantee shall perform all necessary investigations of the site to determine suitability to construct the Project and to identify any contamination or other conditions that may impact the construction of the Project. Grantee shall not proceed with the Project until all required environmental review and remediation of site contamination is completed or a plan for remediation is approved by the appropriate regulatory agencies.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

Capital Project Grant Agreement #2022417

- (e) Construction. All work performed by Grantee and its Contractor under to this Agreement must be performed in accordance with the Plans and to the satisfaction of MWMO as determined by the Executive Director.
- (f) Project Maintenance. Grantee shall be responsible for maintaining the improvements constructed as part of the Project for at least the Minimum Project Maintenance Period. Grantee shall not alter the Project site in any manner that is contrary to the purpose of the Project or its identified outcomes.
4. **Grantee Obligations.** Grantee shall comply with all of the following with respect to the use of the Grant Funds.
- (a) Use of Funds. Grantee shall only use the Grant Funds for the eligible costs of the Project as described in Exhibit A.
- (b) Cost Overruns. Grantee agrees that any cost overruns, as specified in Exhibit A, are the sole responsibility of Grantee.
- (c) Reporting. Grantee shall submit progress reports to MWMO at least every six months on the status of the Project (or as otherwise specified in Exhibit A), using the work plan, timeline, and budget in Exhibit A. A Project close-out meeting with MWMO staff must occur prior to the Project Completion Date, or as indicated in Exhibit A.
- (d) Accounting and Record Keeping. Grantee will keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.
- (e) Capital Equipment and Real Property. The title for any equipment purchased with the Grant Funds provided under this Agreement shall be taken in the name of MWMO. The equipment will remain the property of MWMO for its useful life. After the termination of this Agreement the equipment may remain in the custody of Grantee so long as it is used for the purposes of promoting and supporting Grantee's Project goals. MWMO may take possession of the equipment at such time as it becomes necessary to use it for MWMO purposes. If real property is acquired or improved with Grant Funds, MWMO may require the recording of such covenants or restrictions on the use and development of the property as MWMO deems necessary and appropriate to ensure the continuing benefit of the Project to the public.
- (f) Grantor Acknowledgement. Signage, printed materials, publications and presentations related to the Project shall acknowledge the funding provided by MWMO as described in Exhibit A.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

- (g) **Subgrantee Obligations.** If any portion of the Grant Funds comes from grants provided to MWMO, Grantee agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of MWMO under the grant agreement as may be needed given Grantee's role as the entity responsible for constructing and administering the funded Project.
5. **Term.** This Agreement shall be effective as of the Effective Date indicated above and it shall terminate on the date all obligations have been satisfactorily fulfilled by both parties, or on the Project Completion Date, whichever occurs first. MWMO will not be obligated to reimburse any expenses incurred after the Project Completion Date or to pay any payment requests received more than 90 days after the Project Completion Date.
6. **Termination.** MWMO may terminate this Agreement for just cause. Just cause includes, but is not necessarily limited to, MWMO, in its reasonable discretion, determining Grantee used Grant Funds for any purpose other than in furtherance of the Project or has otherwise breached a material term of this Agreement. MWMO shall give Grantee at least 14 days written notice of termination. The notice shall be mailed to the Project Manager at the address indicated in this Agreement. The termination shall be effective as of the date indicated in the notice, unless the Executive Director determines Grantee has fully cured the breach prior to that date. The following sections and paragraphs survive termination or expiration of this Agreement: Project Maintenance; Indemnification; Audit; Data Practices Act; and Inspection.
7. **Independent Contractor.** Grantee is in all respects an independent contractor under this Agreement and will be solely responsible for performing the work required hereunder as well as the means and manner of performance thereof. MWMO will not be an employer, partner or co-venturer with Grantee for any purpose, and will have no responsibility or liability for the acts or omissions of Grantee. Nothing herein authorizes Grantee to act as an agent or representative of MWMO for any purpose.
8. **Legal Compliance.** Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and obtain any required permits or permissions, in letting any contracts, constructing the Project, and in otherwise carrying out its obligations under this Agreement. This obligation includes, but is not limited to, complying with the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minnesota Statutes, chapter 363), Minnesota Statutes, section 181.59, and Title VII of the Civil Rights Act of 1964. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.
9. **Indemnification.** Grantee agrees to defend, indemnify and hold harmless, MWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Grantee, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the construction of the Project and against all

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

loss by reason of the failure of Grantee to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to them under Minnesota Statutes, chapter 466 or other law.

10. **Insurance.** Grantee shall secure and maintain such insurance as it deems reasonably necessary to protect the public, MWMO, and Grantee from claims arising out of Grantee's activities under this Agreement and to fulfill Grantee's obligations hereunder including, but not limited to, the indemnification obligation.
11. **MWMO Inspection.** Grantee grants MWMO a license to enter the Project site to inspect the Project and its ongoing maintenance at all reasonable times during the term of this Agreement and the Minimum Project Maintenance Period.
12. **Data Practices Act.** Grantee and MWMO must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by MWMO under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. If Grantee receives a request to release data referred to in this paragraph, Grantee must immediately notify MWMO. Grantee's response shall comply with applicable law.
13. **Notices.** Any notices required under this Agreement shall, with respect to MWMO, be provided to MWMO Project Manager and shall, with respect to Grantee, be provided to the Project Manager.
14. **Entire Agreement.** This document, including the recitals, exhibits, and any referenced documents (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. To the extent that any inconsistency exists between the text of this Agreement and Exhibit A, Exhibit A shall be deemed controlling.
15. **Audit.** All books, records, documents, and accounting procedures of Grantee related to the Project are subject to examination by MWMO and either the State Auditor or the Legislative Auditor for at least six years after the Project Completion Date.
16. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement is valid unless it is in writing and signed by the parties.
17. **Assignment.** Grantee will neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the Board. Grantee may contract with others, including appropriate local units of government, to complete the work specified in Exhibit A. However, Grantee will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with Contractors or an approved assignment to a subgrantee.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, by their duly authorized representatives, effective as of the Effective Date indicated above.

GRANTEE: CITY OF FRIDLEY

Signature: _____

Printed Name: Wally Wysopal

Email Address: _____

Title: City Manager

Date: _____

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

Signature: _____

Printed Name: Randy Stille

Email Address: _____

Title: Board Chair

Date: _____

and

Signature: _____

Printed Name: Kevin Reich

Email Address: _____

Title: Executive Director

Date: _____

Attachment(s): Exhibit A
 Exhibit B: Budget

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

Exhibit A: Project Details

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022417

Project Name: City of Fridley Hydrodynamic Separator at Buchanan Street

Project Description and Purpose

The City of Fridley (City) will install a Hydrodynamic Separator (HDS) within a residential neighborhood at the intersection of Buchanan Street NE, Lincoln Street NE, and 52nd Avenue NE. The purpose of the HDS would be to reduce pollutants reaching Sullivan Lake, which is on the State Impaired Waters list for nutrients, and discharges into the Mississippi River.

Stormwater Management and/or Habitat Improvements

The Buchanan HDS will treat a 16.2-acre drainage area and is estimated to remove 1.0 pounds per year of Total Phosphorus (TP) and 366 pounds per year of TSS from the stormwater before entering Sullivan Lake, which discharges to the Mississippi River.

Scope of Work of Capital Project

The MWMO Capital Grant will fund the materials and construction and installation of the hydrodynamic separator and related components.

The Grantee agrees that they are solely responsible for the operation and maintenance of the Project and that the Project will be operated and maintained for no less than Minimum Project Maintenance Period established for the Project. The obligation to maintain the Project for the entire period survives the expiration or termination of the grant agreement. If the Project is not maintained for this period of time, MWMO reserves the right to request reimbursement, at a pro rata basis, of expended funds.

Deliverables

The Grantee will provide the MWMO the following deliverables:

1. Copies of site investigation reports.
2. Final construction documents, including specifications and project cost estimates, in both PDF and executable file formats (CAD, Excel, Word, etc.). All of these documents are included as part of the Plans.
3. Stormwater models, updated to reflect the constructed system. Model file executables and summary outputs (in PDF) should both be provided.
4. Bid package, including final plan set, project specifications, and itemized bid schedule.
5. Final design documents prior to construction for review of applicability to MWMO grant program and consistency with grant application.
6. Pre-Construction, During Construction, and Post-Construction photos (with GPS coordinates and dates, preferred).
7. Regular Project updates throughout the contract period. Project updates should include, at minimum, construction start, installation of stormwater and habitat components, and construction end.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022417

- 8. Participation with MWMO staff in development of Education & Outreach materials. At minimum, deliverables will include:
 - a. Funding acknowledgement and MWMO logo
 - b. Participation with MWMO to create physical signage and other educational materials related to the stormwater components.
- 9. Coordination with MWMO staff for public relations opportunities, including:
 - a. Public communications associated with the project, such as open houses, newsletters, press releases, videos and other communication products.
 - b. Opportunities to capture photos and/or video of construction milestones.
- 10. Any backup documentation needed for the MWMO to determine reimbursable expenses.
- 11. Technical memo describing Operations and Maintenance plans and schedule, over the life of the Project, for all stormwater best management practices (“BMPs”).
- 12. As-built Drawings related to stormwater BMPs. If designs changed during building process, consultants shall provide updated stormwater performance estimates (including modeling files) to reflect actual implementation.
- 13. Project Closeout meeting with MWMO Staff, including Project walk-through and certification that the Project was installed according to the approved plans and specifications.

Anticipated Project Schedule

<u>Project Phases</u>	<u>Complete by (month/date/years):</u>
Construction documentation/bidding	April – May 2024
Construction start	June 2024
Construction end	September 2024

**Completed prior to Capital Project Grant Agreement*

Project Budget

As described in the Agreement, the Capital Project Grant shall not exceed the total amount of Grant Funds.

MWMO Grant funding will be used for eligible expenses related to components listed under *Scope of Work of Capital Project* above. Funds will be reimbursed according to the invoices submitted corresponding to the items listed in the cost estimate as described in Exhibit B.

Requested changes to line items shown in Exhibit B affecting the scope in this document that do not increase the total Project cost beyond the established contingency amount and that do not extend Project end date require review and approval by the MWMO staff. Other amendments, as determined by the Executive Director, require review and approval by the MWMO Board.

When possible, MWMO eligible grant items should be itemized separately from non-eligible items in Bid Schedule

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022417

Reimbursements

The MWMO will reimburse only for expenditures identified within Exhibit B and defined as eligible costs.

Requested reimbursements must include copies of all relevant invoices. Reimbursements may be submitted monthly, and must correspond with a deliverable or eligible cost item, completed or in progress, as detailed in this document.

The MWMO will hold 10% of the total Grant Funds until verification of completion of all project components. All Grantee staff costs and administrative expenses incurred in completing the work of the Project shall be the responsibility of the Grantee.

The capitalized terms in this Exhibit A shall have the same meaning given them in the Agreement to which it is attached.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022417

Exhibit B: Budget

MWMO Capital Projects Grant Budget Form - Exhibit B

Project: Fridley Hydrodynamic Separator

MWMO Project No. 2022417

Project Expenses

Professional Services	Rate Per Hour	Hours	TOTAL
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal:			\$0.00

Reimbursable Expenses	Quantity	Unit Cost	TOTAL
<i>Mobilization (LS)</i>	1	\$5,000.00	\$5,000.00
<i>Sawing Bituminous Pavement (Full Depth)</i>	40	\$3.00	\$120.00
<i>Remove Concrete Curb & Gutter</i>	30	\$10.00	\$300.00
<i>Remove Bituminous Pavement (Full Depth)</i>	17	\$15.00	\$255.00
<i>Common Excavation (14' Depth)</i>	300	\$50.00	\$15,000.00
<i>Connect to Existing Storm Sewer</i>	2	\$1,500.00	\$3,000.00
<i>Select Granular Borrow</i>	300	\$35.00	\$10,500.00
<i>Water Quality Structure</i>	1	\$25,000.00	\$25,000.00
<i>4" Bituminous Patch w/ 8" Class 5 Aggregate</i>	17	\$60.00	\$1,020.00
<i>Concrete Curb & Gutter Design B618 (LF)</i>	30	\$35.00	\$1,050.00
<i>Restoration (LS)</i>	1	\$1,255.00	\$1,255.00
<i>Traffic Control (LS)</i>	1	\$1,500.00	\$1,500.00
Subtotal:			\$64,000.00

TOTAL PROJECT COST \$64,000.00

MWMO Grant Request

MWMO Grant
\$0.00

MWMO Grant
\$5,000.00
\$120.00
\$300.00
\$255.00
\$15,000.00
\$3,000.00
\$10,500.00
\$25,000.00
\$1,020.00
\$1,050.00
\$1,255.00
\$1,500.00
\$64,000.00

\$64,000.00

Cash Match	Other Matching/ In Kind Funds
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Cash Match	Other Funds
\$0.00	\$0.00

Cash Match	Other Funds
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	\$0.00

\$0.00	\$0.00
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0.00%



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: James Kosluchar, Director of Public Works and Engineering
 Brandon Brodhag, Assistant City Engineer
 Carl Lind, Graduate Engineer
 Rachel Workin, Environmental Planner

Title

Resolution No. 2024-45, Approving a Grant Agreement with the Rice Creek Watershed District for a Hydrodynamic Separator

Background

The 2024 Street Project (ST2024-01) is scheduled to occur during the 2024 construction season as outlined in the City of Fridley's (City) approved 2024-2028 Capital Investment Program. The project's approved feasibility study identified potential stormwater improvements that could occur within the scope of the project. One recommendation was to install a hydrodynamic separator within the storm sewer system along Channel Road. The City installed a similar device, which uses gravity to remove pollutants from stormwater runoff, within Project ST2022-01. Modeling indicates that the hydrodynamic separator will remove 0.987 pounds of Total Phosphorus and 280 pounds of Total Suspended Solids per year from stormwater before it enters Rice Creek and subsequently Locke Lake and the Mississippi River.

The City submitted a Stormwater Management Grant Application to the Rice Creek Watershed District to fund the installation of the structure and was awarded \$30,000, based on the maximum grant award of 50% of the estimated project cost. The City has also been awarded grant funding from the Mississippi Watershed Management Organization for the installation of a hydrodynamic separator on Buchanan Street as part of this same road project.

Financial Impact

The grant award of \$30,000 is expected to cover 50% of the estimated project cost of \$60,000. The required grant match of \$30,000 is budgeted for within the approved 2024-2028 Capital Investment Program to be paid from the Stormwater Fund. The City will be responsible for ongoing maintenance of the hydrodynamic separator.

Recommendation

Staff recommend the approval of Resolution No. 2024-45, Approving a Grant Agreement with the Rice Creek Watershed District for a Hydrodynamic Separator within 2024 Street Rehabilitation Project ST2024-01.

Vision Statement

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

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input checked="" type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Resolution No. 2024-45, Approving a Grant Agreement with the Rice Creek Watershed District for a Hydrodynamic Separator within Project ST2024-01
- Grant Agreement with the Rice Creek Watershed District

Vision Statement

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

Resolution No. 2024-45

Approving a Grant Agreement with the Rice Creek Watershed District for a Hydrodynamic Separator

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

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

Whereas, the City’s Local Water Plan directs the City to install stormwater best management practices during capital investment projects so that all the City’s surface waters can be enjoyed to their highest intended use; and

Whereas, the Feasibility Study for ST2024-01 identified the placement of a hydrodynamic separator at Channel Road as a potential stormwater improvement; and

Whereas, the City submitted a Stormwater Management Grant to the Rice Creek Watershed District for funding for the installation of the hydrodynamic separator; and

Whereas, the Rice Creek Watershed District awarded the City grant funding of \$30,000 to install the hydrodynamic separator at Channel Road; and

Whereas, the City of Fridley has allocated funds in its Capital Investment Plan for the required matching funds.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the grant agreement with the Rice Creek Watershed District for the installation of a hydrodynamic separator at Channel Road within Project ST2024-01.

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

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**2024 STORMWATER MANAGEMENT
GRANT AGREEMENT**

GRANT AGREEMENT between the Rice Creek Watershed District, 4325 Pheasant Ridge Drive NE, Suite 611, Blaine, Minnesota 55449 and the City of Fridley, 7071 University Avenue NE, Fridley, MN 55432.

RECITALS

WHEREAS, the City of Fridley (Grantee) intends to construct a project titled "City of Fridley 2024 Street Rehabilitation Project No. ST2024-01" (Project); and,

WHEREAS, the Rice Creek Watershed District (District) operates a Stormwater Management Grant Program for the improvement and remediation of stormwater management systems throughout the Rice Creek Watershed; and,

WHEREAS, in accordance with District program guidelines, the District desires to provide the Grantee financial assistance for the Project.

THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, the District and the Grantee agree as follows:

I. GRANTEE RESPONSIBILITIES.

- A. *Design Plan, Operation Plan and Maintenance Plan.* Design plans for the project must be signed by a licensed professional engineer or landscape architect. The Grantee will submit (1) final signed plans and specifications for the Project, and (2) an operations and maintenance plan to the District for the Administrator’s written approval, not to be unreasonably withheld. The Project plans and specifications must include a public education component. The District, in its discretion, may approve a non-structural public education component.
- B. *Construction and Maintenance.* The Grantee, through its own personnel and/or contractors, will construct the Project in accordance with the approved Project plans and specifications and maintain it indefinitely in accordance with the approved maintenance plan. In doing so, the Grantee will comply with all applicable laws and regulations and will be responsible for acquiring all permits, approvals and temporary and permanent rights of access or easement.
- C. *Perpetual Access for Maintenance.* The Grantee shall submit to the District, in a form acceptable to the District, legal assurance that the Grantee has perpetual access to the Project’s location for construction, operation and maintenance and that the Project will be maintained in perpetuity.
- D. *Completion of Construction.* The Grantee’s staff or consulting engineer will certify the completion of Project construction in accordance with the approved plans and specifications no later than October 30, 2026. The Grantee will submit to the District documentation of Project expenditures and the certification of completion no later than December 31, 2026.

II. DISTRICT RESPONSIBILITIES.

- A. *Grant Funds.* To defray the Project cost to the Grantee, the District will provide the Grantee financial assistance in the amount of fifty (50) percent of the Project's eligible costs, as determined by the District, with the total amount of District assistance not to exceed \$ 30,000.
- B. *Payment Schedule.* On District approval of the Project plans, specifications, and operations and maintenance plan, certification by the Grantee that it has obtained all necessary permits and approvals, District approval of the Grantee's perpetual access and maintenance assurance, and receipt of the Grantee's issued notice to proceed, the District may disburse fifty (50) percent of the RCWD Board approved grant amount upon request of the Grantee. On District receipt of the certification of completion and review of such Project documentation as it may require, the District will disburse the remaining RCWD Board approved funds.
- C. *Contingencies.* The District's obligation to provide grant funds is contingent on the Grantee's compliance with the terms of this agreement, including but not limited to Project completion in accordance with the District-approved plans and specifications by October 30, 2026, and Project maintenance in accordance with the approved maintenance plan. The Grantee will return to the District any grant funds already received if this condition is not satisfied.

III. MISCELLANEOUS.

- A. *Relationship of Parties.* Nothing in this agreement creates or establishes a partnership, joint venture or agency relationship between the parties. District review or approval of design plans and specifications, a maintenance plan and any other Project-related documents is solely for the District's own accounting for funds expended. As between the parties, the Grantee is solely responsible for selection of the Project design and the means, method and manner of construction. Nothing in this agreement creates any right in any third party or affects any immunity, defense or liability limitation enjoyed by either party.
- B. *Employees.* The Grantee represents that it has or will secure, at its own expense, all personnel and/or contractors required for the performance of this agreement. No Grantee personnel or contractor will be considered an agent, representative or employee of the District.
- C. *Liability.* The Grantee agrees to hold harmless and indemnify the District, and its managers, staff and representatives, up to the maximum liability limits of Minnesota Statutes Section 466.04, against any claim, expense or damage, including attorney fees, arising from the performance of this agreement.
- D. *Assignment or Modification.* This agreement binds and inures to the benefit of the Grantee and the District, and their respective successors and assigns. Neither party may assign this agreement without the prior written consent of the other. Any modification of the agreement must be in writing and signed by both parties.
- E. *Public Documents.* All submitted information, including application, conceptual design, cost estimates, bid tabulations, final designs and specifications, copies of permits and proof of expenditures will become a part of the public record. Grantee will not claim intellectual property rights in any such information.

F. *Effective Date.* This agreement is effective as of the date all signatures below have been provided.

Dated: _____, 2024


City of Fridley

By: _____

Its: _____

Dated: March 8, 2024

RICE CREEK WATERSHED DISTRICT

By:  _____
Nick Tomczik, Administrator



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: James Kosluchar, Director of Public Works and Engineering
 Brandon Brodhag, Assistant City Engineer
 Nic Schmidt, Engineering Project Manager
 Rachel Workin, Environmental Planner

Title

Resolution No. 2024-46, Approving a Grant Agreement with the Mississippi Watershed Management Organization for Stormwater Improvements at Sylvan Hills Park

Background

Sylvan Hills Park is a 2.6-acre neighborhood park within the Sylvan Hills neighborhood. Approximately 77 acres drain to the park or the storm sewer running adjacent to it. The park and surrounding neighborhood experience occasional flooding and untreated runoff from the area contributes to the water quality impairments of the Mississippi River. During the Park System Improvement Plan planning process, the Mississippi Watershed Management Organization (MWMO) identified Sylvan Hills as a potential location for regional stormwater treatment and flood mitigation. A stormwater storage area and treatment area were included in the park's approved concept plan.

In partnership with the City of Fridley (City), MWMO conducted a feasibility study to refine the concept plan to maximize recreational benefits, water quality and quantity improvements, and provide pollinator habitat. An update concept plan was developed including an underground infiltration basin to treat runoff from the municipal separate storm sewer system and surface water features to treat runoff from local roadways and park infrastructure. To maximize treatment of stormwater from the storm sewer system, a small section of sewer line will be redirected under Rainbow Drive into the underground infiltration basin as part of the project. The proposed plan maintains the recreational improvements detailed in the original concept plan and including a large, mowable green space while adding additional opportunities for nature-based play.

It is expected that these improvements will provide 16.1 pounds of phosphorus removal and 5,000 pounds of sediment removal annually from stormwater discharging to the Mississippi River. Modeling also indicates reduced flooding within the park and surrounding neighborhood during 10- and 100-year storm events. There will be approximately 27,000 square feet of pollinator habitat created in line with the City's Pollinator Friendly Fridley resolution.

The MWMO Board awarded the City a grant of \$1,493,000 towards the design and construction of these improvements at its March 12, 2024 board meeting. The grant amount was based on the engineer's opinion of probable cost for design, construction, and construction administration as determined within

Vision Statement

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

the feasibility study plus a 20% contingency. The improvements would be scheduled for construction as part of the larger Park System Improvement Plan project occurring at Sylvan Hills in Fall 2024.

Financial Impact

The grant award of \$1,493,000 is expected to cover the full cost of the design, construction, and construction administration associated with the project. The City has a required match of \$15,000 which is budgeted for within the approved 2024-2028 Capital Investment Program and paid through the Stormwater Fund. The City will be responsible for ongoing maintenance of the project to be budgeted and paid for within the Stormwater Fund. There is no expected financial impact to the cost of planned recreational improvements to Sylvan Hills Park occurring as part the Park System Improvement Plan as a result of this project.

Recommendation

Staff recommend the approval of Resolution No. 2024-46, Approving a Grant Agreement with the Mississippi Watershed Management Organization for Stormwater Improvements at Sylvan Hills Park.

Focus on Fridley Strategic Alignment

<input checked="" type="checkbox"/> Vibrant Neighborhoods & Places	<input type="checkbox"/> Community Identity & Relationship Building
<input type="checkbox"/> Financial Stability & Commercial Prosperity	<input checked="" type="checkbox"/> Public Safety & Environmental Stewardship
<input type="checkbox"/> Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2024-46 Approving a Grant Agreement with the Mississippi Watershed Management Organization for Stormwater Improvements at Sylvan Hills Park
- Grant Agreement with the Mississippi Watershed Management Organization

Vision Statement

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

Resolution No. 2024-46

Approving a Grant Agreement with the Mississippi Watershed Management Organization for Stormwater Improvements at Sylvan Hills Park

Whereas, the City of Fridley (City) is undertaking improvements at Sylvan Hills Park as part of the Park System Improvement Plan; and

Whereas, the Concept Plan for Sylvan Hills Park identifies opportunities for stormwater storage and treatment; and

Whereas, the City’s approved Local Water Plan directs the City to install stormwater best practices within its parks where feasible so that all of the City’s surface waters can be enjoyed to their highest intended use; and

Whereas, the City’s Pollinator Friendly Fridley resolution recommends the installation of pollinator habitat within underutilized park lands; and

Whereas, the Mississippi Watershed Management Organization has identified stormwater improvements at Sylvan Hills Park within its Capital Investment Program; and

Whereas, the Mississippi Watershed Management Organization awarded the City grant funding of \$1,493,000 to design and construct the stormwater improvements at Sylvan Hills Park; and

Whereas, the City of Fridley has allocated funds in its Capital Investment Plan for the required matching funds.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the grant agreement with the Mississippi Watershed Management Organization for stormwater improvements at Sylvan Hills Park and authorizes staff to develop and execute all project documents and purchasing needed to complete the project in accordance with City policy.

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

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

MEMBER CAPITAL PROJECT GRANT AGREEMENT

Project Title	Sylvan Hills Park Regional Treatment
Grant Funds (Total Amount – Not to Exceed)	\$1,493,000.00
Grantee	City of Fridley
Grantee Address	7071 University Avenue NE, Fridley, MN 55432
Grantee Project Manager	Nic Schmidt
Grantee Phone	(763) 238-8085
Grantee Email	nic.schmidt@fridleymn.gov
Project Completion Date	12/30/2027
Minimum Project Maintenance Period	30 years
MWMO Project Manager	Shawn James
MWMO Project Manager Contact Information	sjames@mwmo.org 612-746-4983 (direct) 612-746-4970 (office)
Effective Date	May 1, 2023

This Member Capital Project Grant Agreement (“**Agreement**”) is entered into by and between the Mississippi Watershed Management Organization, a Minnesota joint powers entity, (“**MWMO**”) and the above-named grantee (“**Grantee**”). MWMO and Grantee may hereinafter be referred to individually as a “party” or collectively as the “parties.” The information set out above is made part of this Agreement and may be referred to herein by the indicated labels.

RECITALS

- A. MWMO is a joint powers watershed management organization created pursuant to Minnesota Statutes, sections 103B.201 to 103B.252, the Metropolitan Surface Water Management Act (“**Act**”).
- B. MWMO conducts programs and projects to meet its obligations under the Act and the rules adopted pursuant to the Act.
- C. Grantee is a member community of MWMO and, together with the other member communities, is committed to carrying out projects in furtherance of MWMO’s plan and goals.
- D. MWMO has selected and approved a request received from Grantee for funding to implement the proposed program or project named above (“**Project**”) within the boundaries of MWMO. The

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

agreed upon outcomes and methods for the Project are described in the final deliverables section of the attached Exhibit A.

- E. MWMO has determined the Project proposed by Grantee will further the implementation of the comprehensive watershed management plan of MWMO.
- F. The parties desire to enter into this Agreement to set out the terms and conditions of a grant provided by MWMO to Grantee to complete the Project.

AGREEMENT

In consideration of the covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Grant.** MWMO agrees to provide Grantee a grant up to the total amount indicated above (“**Grant Funds**”) conditioned on compliance with the terms and conditions of this Agreement. The Grant Funds shall be provided as a reimbursement of the costs Grantee incurs in carrying out the Project as specified in the attached Exhibit A. MWMO shall retain 10% of the total Grant Funds until Grantee verifies completion of all Project components, provides all deliverables, and provides an acceptable operations and maintenance plan.
2. **Grant Distribution.** MWMO agrees to disburse the Grant Funds to Grantee in accordance with this section.
 - (a) Limits on Grant. MWMO will reimburse Grantee for expenses incurred in the Project up to the total amount of Grant Funds, which is the maximum amount to be provided under this Agreement. All other costs and expenses incurred by Grantee in completing the work of the Project will be the responsibility of Grantee. Only costs and expenses identified in Exhibit A as “reimbursable” are eligible for reimbursement by MWMO. Administrative costs incurred by Grantee including, but not limited to, compensation and benefits of Grantee staff, are not eligible for reimbursement under this Agreement. MWMO will not reimburse Grantee for expenses incurred by Grantee that are paid or reimbursed by a grant from another source.
 - (b) Payment Requests. MWMO will disburse funds to Grantee based on a payment request form provided by MWMO, submitted by Grantee, and approved by MWMO. Payment requests may be submitted no more frequently than once each month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Upon verification of the adequacy of a written disbursement request and consistency with the terms of this Agreement, MWMO will disburse the requested amount to Grantee within four weeks after receipt of a written disbursement request.
3. **Project Construction.** Grantee agrees to undertake and construct the Project in accordance with this section.
 - (a) Approved Plans. Grantee shall construct the Project in accordance with plans and specifications (collectively, the “**Plans**”) developed for the Project. The Plans shall be

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

- consistent with information contained in Exhibit A and must be approved in writing by MWMO Executive Director or MWMO Project Manager (collectively, the “**Executive Director**”) prior to commencement of construction. Any alterations to the Plans and any change orders issued for the Project must be approved in writing by the Executive Director. Any proposed alteration or change order presented to the Executive Director for approval must include the estimated budget impact resulting from the change.
- (b) Project Schedule. Grantee will complete the Project by the Project Completion Date, but in no case later than the timeline provided in Exhibit A. Failure to complete the Project by the Project Completion Date shall constitute a breach of this Agreement, unless the Executive Director approves an extension of the Project Completion Date in writing.
- (c) Contractors. If Grantee retains one or more contractors (collectively, the “**Contractor**”) to construct the Project, Grantee will advertise for bids and award contracts as required in accordance with the requirements of law. Grantee will award the contract and supervise and administer the Contractor’s construction of the Project to ensure it is completed in accordance with Plans and this Agreement. Grantee will require the Contractor to provide all payment and performance bonds required by law. Grantee will require the Contractor to name MWMO as an additional insured on all liability policies required by Grantee and require MWMO be given the same notification of cancellation or non-renewal as is given to Grantee. Grantee will provide MWMO copies of the Contractors’ certificates of insurance upon request. Grantee will require the Contractor to defend, indemnify, protect, and hold harmless MWMO and Grantee, their agents, officers, and employees, from all claims, actions, costs, and expenses, including reasonable attorneys’ fees, arising from negligent acts, errors or omissions of the Contractor. Grantee shall be responsible for supervising the work of the Contractor and ensuring the Project is completed in accordance with the Plans. However, MWMO may observe and review the work of the Project until it is completed.
- (d) Site Investigation. Grantee shall perform all necessary investigations of the site to determine suitability to construct the Project and to identify any contamination or other conditions that may impact the construction of the Project. Grantee shall not proceed with the Project until all required environmental review and remediation of site contamination is completed or a plan for remediation is approved by the appropriate regulatory agencies.
- (e) Construction. All work performed by Grantee and its Contractor under to this Agreement must be performed in accordance with the Plans and to the satisfaction of MWMO as determined by the Executive Director.
- (f) Project Maintenance. Grantee shall be responsible for maintaining the improvements constructed as part of the Project for at least the Minimum Project Maintenance Period. Grantee shall not alter the Project site in any manner that is contrary to the purpose of the Project or its identified outcomes.
4. **Grantee Obligations**. Grantee shall comply with all of the following with respect to the use of the Grant Funds.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

Capital Project Grant Agreement #2022418

- (a) Use of Funds. Grantee shall only use the Grant Funds for the eligible costs of the Project as described in Exhibit A.
 - (b) Cost Overruns. Grantee agrees that any cost overruns, as specified in Exhibit A, are the sole responsibility of Grantee.
 - (c) Reporting. Grantee shall submit progress reports to MWMO at least every six months on the status of the Project (or as otherwise specified in Exhibit A), using the work plan, timeline, and budget in Exhibit A. A Project close-out meeting with MWMO staff must occur prior to the Project Completion Date, or as indicated in Exhibit A.
 - (d) Accounting and Record Keeping. Grantee will keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles.
 - (e) Capital Equipment and Real Property. The title for any equipment purchased with the Grant Funds provided under this Agreement shall be taken in the name of MWMO. The equipment will remain the property of MWMO for its useful life. After the termination of this Agreement the equipment may remain in the custody of Grantee so long as it is used for the purposes of promoting and supporting Grantee's Project goals. MWMO may take possession of the equipment at such time as it becomes necessary to use it for MWMO purposes. If real property is acquired or improved with Grant Funds, MWMO may require the recording of such covenants or restrictions on the use and development of the property as MWMO deems necessary and appropriate to ensure the continuing benefit of the Project to the public.
 - (f) Grantor Acknowledgement. Signage, printed materials, publications and presentations related to the Project shall acknowledge the funding provided by MWMO as described in Exhibit A.
 - (g) Subgrantee Obligations. If any portion of the Grant Funds comes from grants provided to MWMO, Grantee agrees to comply with the terms and conditions of the associated grant agreement, including performing the duties of MWMO under the grant agreement as may be needed given Grantee's role as the entity responsible for constructing and administering the funded Project.
5. **Term**. This Agreement shall be effective as of the Effective Date indicated above and it shall terminate on the date all obligations have been satisfactorily fulfilled by both parties, or on the Project Completion Date, whichever occurs first. MWMO will not be obligated to reimburse any expenses incurred after the Project Completion Date or to pay any payment requests received more than 90 days after the Project Completion Date.
6. **Termination**. MWMO may terminate this Agreement for just cause. Just cause includes, but is not necessarily limited to, MWMO, in its reasonable discretion, determining Grantee used Grant Funds for any purpose other than in furtherance of the Project or has otherwise breached a material

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

term of this Agreement. MWMO shall give Grantee at least 14 days written notice of termination. The notice shall be mailed to the Project Manager at the address indicated in this Agreement. The termination shall be effective as of the date indicated in the notice, unless the Executive Director determines Grantee has fully cured the breach prior to that date. The following sections and paragraphs survive termination or expiration of this Agreement: Project Maintenance; Indemnification; Audit; Data Practices Act; and Inspection.

7. **Independent Contractor.** Grantee is in all respects an independent contractor under this Agreement and will be solely responsible for performing the work required hereunder as well as the means and manner of performance thereof. MWMO will not be an employer, partner or co-venturer with Grantee for any purpose, and will have no responsibility or liability for the acts or omissions of Grantee. Nothing herein authorizes Grantee to act as an agent or representative of MWMO for any purpose.
8. **Legal Compliance.** Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and obtain any required permits or permissions, in letting any contracts, constructing the Project, and in otherwise carrying out its obligations under this Agreement. This obligation includes, but is not limited to, complying with the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minnesota Statutes, chapter 363), Minnesota Statutes, section 181.59, and Title VII of the Civil Rights Act of 1964. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.
9. **Indemnification.** Grantee agrees to defend, indemnify and hold harmless, MWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Grantee, its offices, employers, agents, contractors or subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the construction of the Project and against all loss by reason of the failure of Grantee to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limits on or exclusions from liability available to them under Minnesota Statutes, chapter 466 or other law.
10. **Insurance.** Grantee shall secure and maintain such insurance as it deems reasonably necessary to protect the public, MWMO, and Grantee from claims arising out of Grantee's activities under this Agreement and to fulfill Grantee's obligations hereunder including, but not limited to, the indemnification obligation.
11. **MWMO Inspection.** Grantee grants MWMO a license to enter the Project site to inspect the Project and its ongoing maintenance at all reasonable times during the term of this Agreement and the Minimum Project Maintenance Period.
12. **Data Practices Act.** Grantee and MWMO must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by MWMO under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. If Grantee receives a request to release data

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

referred to in this paragraph, Grantee must immediately notify MWMO. Grantee's response shall comply with applicable law.

13. **Notices.** Any notices required under this Agreement shall, with respect to MWMO, be provided to MWMO Project Manager and shall, with respect to Grantee, be provided to the Project Manager.
14. **Entire Agreement.** This document, including the recitals, exhibits, and any referenced documents (all of which are incorporated in and made part of this Agreement), constitutes the entire agreement between the parties regarding this matter. To the extent that any inconsistency exists between the text of this Agreement and Exhibit A, Exhibit A shall be deemed controlling.
15. **Audit.** All books, records, documents, and accounting procedures of Grantee related to the Project are subject to examination by MWMO and either the State Auditor or the Legislative Auditor for at least six years after the Project Completion Date.
16. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement is valid unless it is in writing and signed by the parties.
17. **Assignment.** Grantee will neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the Board. Grantee may contract with others, including appropriate local units of government, to complete the work specified in Exhibit A. However, Grantee will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with Contractors or an approved assignment to a subgrantee.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Capital Project Grant Agreement #2022418

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, by their duly authorized representatives, effective as of the Effective Date indicated above.

GRANTEE: CITY OF FRIDLLEY

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Email Address:
Wally.Wysopal@fridleymn.gov

Email Address: Scott.Lund@fridleymn.gov

Title: City Manager

Title: Mayor

Date: _____

Date: _____

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

Signature: _____

Signature: _____

Printed Name: Randy Stille

Printed Name: Kevin Reich

Email Address: _____

Email Address: kreich@mwmo.org

Title: Chairperson of the Board

Title: Executive Director

Date: _____

Date: _____

Attachment(s): Exhibit A
 Exhibit B: Budget
 Exhibit C: Concept Plan

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022418

Project Name: Sylvan Hills Park Regional Treatment

Project Description and Purpose

At its March 12, 2024 meeting, the Mississippi Watershed Management Organization (MWMO) Board of Commissioners approved a \$1,493,000 Capital Improvement Project grant (Resolution 2024-010) to the City of Fridley to fund an underground stormwater infiltration tank, surface infiltration basins, bioswales, and native habitat restoration at Sylvan Hills Park in Fridley, MN.

The Sylvan Hills Park project aims to capture approximately 77 acres of stormwater from the surrounding neighborhood, streets, and railway. A combination of surface and underground stormwater treatment features will maximize the amount of stormwater captured through curb cuts, stormsewer pipe redirection, and an underground pipe diversion. The surface stormwater features will be accompanied by native pollinator habitat throughout the park.

Stormwater Management and/or Habitat Improvements

The Grantee is proposing underground and aboveground stormwater infrastructure, native habitat, and a nature-focused play area as described below:

1. Stormwater management for the site will be achieved through a series of above- and below-ground stormwater best management practices (BMPs) integrated throughout the park and capturing off-site stormwater runoff. Curb cuts at the northern and southern ends of the park will bring additional runoff into the park. Infiltration basins at these ends are intended primarily for pre-treatment. Bioswales will connect these basins to a centrally-located infiltration basin, which will be located alongside and integrated with a playground with nature-focused play elements. The basins will be designed with a shallow depth and drawdown in less than 48 hours after storm events.

A diversion structure will divert stormwater runoff from existing stormsewer into an underground infiltration tank in the park. This system will capture runoff from areas north and west of the park covering around 63 acres of drainage area.

The overall volume capacity of site BMPs is 1.3 acre-ft, and BMPs are sized to capture the 1.1-inch storm event. Expected water quality benefits include:

- Annual total phosphorus removal: 16.1 lbs
 - Annual total suspended solids removal: 5,080 lbs
2. Restoration of native habitat within the stormwater BMPs and in other areas of the site, totaling over 20,000 square feet.

The project may also include interpretive features to explain the establishment and benefits of the stormwater BMPs and native vegetation to the general public. Interpretive features could include links to any MWMO materials and pages.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022418

Scope of Work of Capital Project & Budget

The MWMO funding will be used to support the final design and installation of the stormwater infrastructure and habitat features, the details of which are as follows:

- One underground infiltration tank, including a diversion structure capturing off-site stormwater, and a pre-treatment hydrodynamic separator;
- Redirection of a stormsewer pipe across Rainbow Drive, capturing additional off-site stormwater;
- Three surface infiltration basins;
- Two bioswales connecting the northern- and southern-most basins to the centrally-located infiltration basin; and
- Over 20,000 square feet of habitat and native landscaping, established by seed, plugs, and container plants, including three to five years of vegetation establishment services.

Funds will be reimbursed according to the bid schedule attached as Exhibit B.

The Capital Improvement Project Grant must not exceed \$1,493,000.

Educational and Interpretive Features. Up to \$50,000 may be designated for interpretive planning and educational components if the construction bid amount is less than the total MWMO grant amount in Exhibit B. This amount, if available, may be included in Exhibit B of this contract.

Vegetation Operations and Maintenance. After the one-year warranty period is completed for vegetation installation, up to \$50,000, based on contractor pricing, may be designated for up to two years of additional vegetation establishment and maintenance if final costs are less than the total MWMO grant amount in Exhibit B. This amount, if available, would be managed in a new and separate contract from this one. The Grantee agrees to request a landscape contractor with native vegetation experience in request for proposals. The MWMO agrees to help facilitate and oversee work of landscape contractor, if requested.

The Grantee agrees that they are solely responsible for the operation and maintenance of the Project and that the Project will be operated and maintained for no less than Minimum Project Maintenance Period established for the Project of 30 years. The obligation to maintain the Project for the entire period survives the expiration or termination of the grant agreement. If the Project is not maintained for this period of time, MWMO reserves the right to request reimbursement, at a pro rata basis, of expended funds.

Deliverables

The Grantee will provide the MWMO the following deliverables:

1. **Copies of site investigation reports**

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022418

- 2. Final design documents prior to construction**
 - a. For review of applicability to MWMO grant program and consistency with grant application.
- 3. Final construction documents, including planting plans and species, reviewed and approved by the MWMO prior to construction**
 - a. Including specifications and project cost estimates, in both PDF and executable file formats (CAD, Excel, Word, etc.).
- 4. Bid comparison outlined by line item**
- 5. Stormwater models updated to reflect the constructed system**
 - a. Model file executables and summary outputs (in PDF) should both be provided.
- 6. Permits required for construction of the components funded by the MWMO**
 - a. The Grantee is responsible for obtaining all necessary federal, state, and local permits and ensuring that the project meets water quality rules.
- 7. Pre-Construction, During Construction, and Post-Construction photos**
 - a. Preferably with GPS coordinates and dates
- 8. Regular Project updates throughout the contract period.**
 - a. Project updates should include, at minimum, construction start, installation of stormwater and habitat system components, and construction end.
 - b. Updates should also include advance notification of vegetation establishment activities.
- 9. Participation with MWMO staff in development of Education & Outreach materials. At minimum, deliverables will include:**
 - a. Funding acknowledgement and MWMO logo
 - b. Participation with MWMO to create physical signage and other educational materials related to the stormwater components.
- 10. Coordination with MWMO staff for public relations opportunities, including:**
 - a. Public communications associated with the project, such as open houses, newsletters, press releases, videos and other communication products.
 - b. Opportunities to capture photos and video of construction milestones.
- 11. Backup documentation for the MWMO to determine reimbursable expenses**
- 12. Draft and final operations and maintenance plan**
 - a. Scheduled through the Minimum Project Maintenance Period (30 years), for all stormwater BMPs and habitat features associated with the project. The purpose is to ensure that the expected operational life of the grant funded components is achieved. Project maintenance is the sole responsibility of the Grantee.

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022418

13. As-built drawings related to stormwater BMPs

- a. If designs changed during building process, consultants shall provide updated plans and updated stormwater performance estimates (including modeling files) to reflect actual implementation.

14. Project closeout meeting with MWMO Staff

- a. Including Project walk-through and certification that the Project was installed according to the approved plans and specifications.

15. Final report

- a. Template provided by the MWMO.

Anticipated Project Schedule

<u>Project Phases</u>	<u>Complete by (month/date/years):</u>
Final Design	June 2024
Construction documentation/bidding	July 2024
Construction start	September 2024
Construction end	December 2026

Project Budget

As described in the Agreement, the Capital Project Grant shall not exceed the total amount of Grant Funds.

MWMO Grant funding will be used for eligible expenses related to components listed under *Scope of Work of Capital Project* above. Funds will be reimbursed according to the invoices submitted corresponding to the items listed in the cost estimate as described in Exhibit B.

Requested changes to line items shown in Exhibit B affecting the scope in this document that do not increase the total Project cost beyond the established contingency amount and that do not extend Project end date require review and approval by the MWMO staff. Other amendments, as determined by the Executive Director, require review and approval by the MWMO Board.

Reimbursements

The MWMO will reimburse only for expenditures identified within Exhibit B and defined as eligible costs.

Requested reimbursements must include copies of all relevant invoices. Reimbursements may be submitted monthly or following each payment by the Grantee to the contractor, and must

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION
Exhibit A to MWMO Capital Project Grant Agreement #2022418

correspond with a deliverable or eligible cost item, completed or in progress, as detailed in this document.

The MWMO will hold 10% of the total Grant Funds until completion of all project components is verified. All Grantee staff costs and administrative expenses incurred in completing the work of the Project shall be the responsibility of the Grantee.

The capitalized terms in this Exhibit A shall have the same meaning given them in the Agreement to which it is attached.

PROJECT NAME: Sylvan Hills Park Regional Treatment

MWMO Capital Projects Grant Budget Form

Project Expenses				MWMO Grant Request	Cash Match
Professional Services	Rate Per Hour	Hours	TOTAL	MWMO Grant	Cash Match
<i>Engineering and Construction Administration</i>			\$248,800.00	\$248,800.00	
Subtotal:			\$248,800.00	\$248,800.00	\$0.00

Reimbursable Expenses	Unit	Estimated Quantity	Unit Cost	TOTAL	MWMO Grant	Cash Match
North Basin						
Mobilization	LS	1	\$2,000	\$2,000.00	\$2,000.00	
Curb Cub Inlet (Curb Removal, Replacement and Block Inlet)	LS	1	\$3,800	\$3,800.00	\$3,800.00	
Excavation, Sod Removal and Grading	CY	78	\$40	\$3,120.00	\$3,120.00	
12" Amended Soils 75/25	CY	39	\$50	\$1,950.00	\$1,950.00	
Double Shredded Hardwood Mulch	CY	22	\$100	\$2,200.00	\$2,200.00	
Engineered Infiltration Soil Import (CV)	CY	39	\$60	\$2,333.00	\$2,333.00	
Planting Allowance Based on SQF	LS	1	\$3,500	\$3,500.00	\$3,500.00	
			Subtotal	\$18,903.00		
South Basin						
Mobilization	LS	1	\$2,000	\$2,000.00	\$1,000.00	\$1,000.00
Curb and Catch Basin	LS	1	\$3,800	\$3,800.00	\$1,800.00	\$2,000.00
Excavation, Sod Removal and Grading	CY	103	\$40	\$4,120.00	\$2,120.00	\$2,000.00
12" amended soils	CY	103	\$50	\$5,150.00	\$2,650.00	\$2,500.00
Double Shredded Hardwood Mulch	CY	43	\$100	\$4,300.00	\$2,300.00	\$2,000.00
Engineered Infiltration Soil Import (CV)	CY	67	\$60	\$4,000.00	\$2,000.00	\$2,000.00
Planting Allowance Based on SQF	LS	1	\$7,000	\$7,000.00	\$3,500.00	\$3,500.00
			Subtotal	\$30,370.00		
Stormsewer across Rainbow Drive						
Mobilization	LS	1	\$3,000	\$3,000.00	\$3,000.00	
12" RCP Stormsewer	LF	77	\$90	\$6,930.00	\$6,930.00	
CB Manhole Structure Reconstruct	EA	1	\$6,000	\$6,000.00	\$6,000.00	
Road Removal and Reconstruct	SY	48	\$500	\$24,000.00	\$24,000.00	
			Subtotal	\$39,930.00		
Central Basin						
Mobilization	LS	1	\$7,000	\$7,000.00	\$7,000.00	
Excavation, Sod Removal and Grading	CY	850	\$40	\$34,000.00	\$34,000.00	
12" amended soils	CY	103	\$50	\$5,150.00	\$5,150.00	
Planting Allowance Based on SQF	LS	1	\$12,000	\$12,000.00	\$12,000.00	
1.5" Quaking Aspen	Each	11	\$530	\$5,830.00	\$5,830.00	
Engineered Infiltration Soil Import (CV)	CY	431	\$60	\$25,889.00	\$25,889.00	
Double Shredded Hardwood Mulch	CY	107	\$90	\$9,630.00	\$9,630.00	
			Subtotal	\$99,499.00		
Ephemeral Stream						
Mobilization	LS	1	\$5,000	\$5,000.00	\$5,000.00	
Excavation/Grading	CY	268	\$40	\$10,720.00	\$10,720.00	
Underlaymet: Nonwoven Geotextile	SQY	525	\$4.75	\$2,494.00	\$2,494.00	
4"-8" River Rock	Ton	340	\$135	\$45,900.00	\$45,900.00	
Medium Field Stone Boulder	Ton	38	\$135	\$5,130.00	\$5,130.00	
12" pipe cuvlert	LF	14	\$38	\$531.00	\$531.00	
			Subtotal	\$69,775.00		
Underground Infiltration System						
Mobilization	LS	1	\$30,000	\$30,000.00	\$30,000.00	
Excavation for storage chambers & subgrade correction	CY	7,800	\$4	\$31,200.00	\$31,200.00	
Haul and dispose dispaced material for chambers (CV)	CY	4,300	\$18	\$77,400.00	\$77,400.00	
Rock for Infiltration Storage	CY	1,751	\$30	\$52,530.00	\$52,530.00	
Backfill over storage chambers (CV)	CY	3,500	\$5	\$17,500.00	\$17,500.00	
Subgrade Aggregate Import (LV)	CY	750	\$18	\$13,500.00	\$13,500.00	
CMP Infiltration System	LF	4,200	\$85	\$357,000.00	\$357,000.00	
Pre-treatment hydrodynamic separator	LS	1	\$100,000	\$100,000.00	\$100,000.00	
Sod Repair	SQY	2,000	\$15.00	\$30,000.00	\$30,000.00	
72" Diversion Structure	LS	1	\$16,000	\$16,000.00	\$16,000.00	
36" RCP Stormsewer	LF	76	\$250	\$19,000.00	\$19,000.00	
			Subtotal	\$744,130.00		
Restoration and Other						
Erosion control	LS	1	\$15,000	\$15,000.00	\$15,000.00	
Native Seed: Herbicide, tilling, seeding and blanket	SQF	13,000	\$0.75	\$9,750.00	\$9,750.00	
Bee Lawn: Herbicide, tilling, seeding and hydromulch	SQF	13,000	\$0.70	\$9,100.00	\$9,100.00	
Pathway	SQF	11,533	\$4.75	\$54,782.00	\$0.00	\$54,782.00
Traditional Playground: surface prep, CIP curb, 12" cert mulch	LS	1	\$34,000.00	\$34,000.00	\$0.00	\$34,000.00
			Subtotal	\$122,632.00		
Subtotal:				\$1,125,239.00		
Contingency			-20%	\$222,743.00	\$222,743.00	\$103,782.00
TOTAL PROJECT COST				\$1,596,782.00	\$1,493,000.00	\$103,782.00



- CURB CUT INLET CREEK TO BASIN
- 2,400 SQF TOTAL AREA
1,0500 SQF
INFILTRATION BASIN
- NATIVE SEED OR BEE LAWN
- 4:1 SLOPE
- 11,650 SQF
ASPEN BASIN
- PED CROSSING
(CULVERT)
- 6,060 SQF
TRADITIONAL PLAYGROUND
- SHELTER
- CRUSHED GREY TRAP
PATHWAYS
- EPHEMERAL STREAMS
DIVERSION STRUCTURE
TO UNDERGROUND
INFILTRATION
- 3,000 SQF TOTAL AREA
1,800 SQF
INFILTRATION BASIN
- CATCH BASINS
SCH 40 PIPE TO BASIN

A SYLVAN PARK CONCEPT
Scale: 1" = 100'-0"

DAVEY 
Resource Group
 1196 7th St E, St. Paul, MN 55106 ▪ 651-202-3662

SIZE	CAGE CODE	DRAWING NUMBER FIGURE 2 - CONCEPT A	REV.
SCALE 1" = 100'-0"	SHEET Sht-1 OF 1		



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution No. 2024-43, Approving a Temporary Intoxicating Liquor Permit for Tim Hoffman of Totino Grace High School for a Fundraising Event on April 27, 2024

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 licenses.

The City of Fridley (City) received an application from Tim Hoffman of Totino Grace High School on March 27, 2024 for a Temporary Intoxicating Liquor Permit for a fundraising event to be held on April 27, 2024.

Staff have performed the required verification steps required by 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 of the Temporary Intoxicating Liquor permit.

Financial Impact

All revenues for similar licenses were anticipated as part of the 2024 Budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-43, Approving a Temporary Intoxicating Liquor Permit for Tim Hoffman, Totino Grace High School, for a Fundraising Event to be Held April 27, 2024.

Focus on Fridley Strategic Alignment

<input type="checkbox"/>	Vibrant Neighborhoods & Places	<input checked="" type="checkbox"/>	Community Identity & Relationship Building
<input type="checkbox"/>	Financial Stability & Commercial Prosperity	<input checked="" type="checkbox"/>	Public Safety & Environmental Stewardship
<input type="checkbox"/>	Organizational Excellence		

Attachments

- Resolution No. 2024-43

Vision Statement

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

Resolution No. 2024-43

Approving a Temporary Intoxicating Liquor Permit for Tim Hoffman of Totino Grace High School for a Fundraising Event to be Held April 27, 2024

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 Code, the City Council must approve liquor licenses and permits; and

Whereas, a Temporary Intoxicating Liquor permit application was submitted by Tim Hoffman for a fundraising event to be held on April 27, 2024; and

Whereas, applicable City staff have reviewed the applications and conditions of the City’s permit; and

Whereas, applicable City staff recommend the approval of the following permit 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 Tim Hoffman of Totino Grace High School for a fundraising event to be held on April 27, 2024.

Liquor				
Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Temporary Intoxicating Liquor Permit	Tim Hoffman, Totino Grace High School	<ul style="list-style-type: none"> • City Clerk • Public Safety 	Chapter 603	M.S. § 340A

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

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2024-47, Approving Claims for the Period Ending April 8, 2024

Background

Attached is Resolution No. 2024-47 and the claims report for the period ending April 8, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-47, Approving Claims for the Period Ending April 8, 2024.

Focus on Fridley Strategic Alignment

- | | |
|---|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input checked="" type="checkbox"/> Financial Stability & Commercial Prosperity | <input type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Resolution No. 2024-47, Approving Claims for the Period Ending April 8, 2024
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-47

Approving Claims for the Period Ending April 3, 2024

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

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

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

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

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Bank Transaction Report Transaction Detail

Issued Date Range: 03/21/2024 - 04/03/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
03/29/2024		DFT0004900	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,973.83
03/29/2024		DFT0004901	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,192.43
03/29/2024		DFT0004902	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-19,858.74
03/29/2024		DFT0004903	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4,807.98
03/29/2024		DFT0004904	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-374.40
03/29/2024		DFT0004905	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-46,706.94
03/29/2024		DFT0004906	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
03/29/2024		DFT0004907	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-63,185.61
03/29/2024		DFT0004908	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-125.00
03/29/2024		DFT0004909	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-2,550.00
03/29/2024		DFT0004910	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-500.00
03/29/2024		DFT0004911	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-5,319.81
03/29/2024		DFT0004912	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-45,537.90
03/29/2024		DFT0004913	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-17,387.04
03/29/2024		DFT0004914	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-26,357.78
03/29/2024		DFT0004915	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-58,431.58
04/01/2024		DFT0004916	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Bank Draft	-21,547.12
Bank Draft Total: (17)							-316,020.62
Check							
03/27/2024		204016	ABLE HOSE & RUBBER	Accounts Payable	Outstanding	Check	-303.34
03/27/2024		204017	AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-60.59
03/27/2024		204018	ANIMAL HUMANE SOCIETY	Accounts Payable	Outstanding	Check	-1,514.00
03/27/2024		204019	ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-950.00
03/27/2024		204020	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-1,505.70
03/27/2024		204021	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-188.00
03/27/2024		204022	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-165.32
03/27/2024		204023	BIG BELLY SOLAR LLC	Accounts Payable	Outstanding	Check	-7,166.20
03/27/2024		204024	BLUUM OF MINNESOTA LLC	Accounts Payable	Outstanding	Check	-45,131.58
03/27/2024		204025	CASTUS CORPORATION	Accounts Payable	Outstanding	Check	-6,898.00
03/27/2024		204026	CDW GOVERNMENT INC	Accounts Payable	Outstanding	Check	-90,000.00
03/27/2024		204027	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-3,282.60
03/27/2024		204028	CERES ENVIRONMENTAL INC	Accounts Payable	Outstanding	Check	-510.00
03/27/2024		204029	CODE4 GROUP LLC	Accounts Payable	Outstanding	Check	-18,500.00
03/27/2024		204030	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-665.39
03/27/2024		204031	COMO LUBE & SUPPLIES INC	Accounts Payable	Outstanding	Check	-137.50

Bank Transaction Report

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
03/27/2024		204032	COMPASS MINERALS	Accounts Payable	Outstanding	Check	-20,033.41
03/27/2024		204033	CUSTOM GRAPHIX	Accounts Payable	Outstanding	Check	-1,465.00
03/27/2024		204034	FRESHWORKS INC	Accounts Payable	Outstanding	Check	-12,929.74
03/27/2024		204035	FRIENDLY CHEVROLET INC	Accounts Payable	Outstanding	Check	-7,575.97
03/27/2024		204036	GENERAL REPAIR SERVICE	Accounts Payable	Outstanding	Check	-1,886.50
03/27/2024		204037	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-198.75
03/27/2024		204038	GREENHAVEN PRINTING	Accounts Payable	Outstanding	Check	-9,385.18
03/27/2024		204039	HAWKINS INC	Accounts Payable	Outstanding	Check	-5,464.43
03/27/2024		204040	HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-3,522.50
03/27/2024		204041	INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-7,470.00
03/27/2024		204042	KATH FUEL OIL SERVICE	Accounts Payable	Outstanding	Check	-1,125.00
03/27/2024		204043	MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-22,841.45
03/27/2024		204044	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-5,701.43
03/27/2024		204045	METRO VOLLEYBALL OFFICIALS ASSOCIATION	Accounts Payable	Outstanding	Check	-1,190.00
03/27/2024		204046	MINN HWY SAFETY/RESEARCH-MHSRC	Accounts Payable	Outstanding	Check	-1,530.00
03/27/2024		204047	MINN PETROLEUM SERVICE	Accounts Payable	Outstanding	Check	-1,761.00
03/27/2024		204048	MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-441.37
03/27/2024		204049	NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-4,762.09
03/27/2024		204050	ON SITE COMPANIES	Accounts Payable	Outstanding	Check	-945.75
03/27/2024		204051	PACE ANALYTICAL SERVICE INC	Accounts Payable	Outstanding	Check	-2,742.55
03/27/2024		204052	POLY-TECH AMERICA LLC	Accounts Payable	Outstanding	Check	-1,030.65
03/27/2024		204053	PORPEH, THELMA	Accounts Payable	Outstanding	Check	-233.81
03/27/2024		204054	QUADIENT LEASING USA INC	Accounts Payable	Outstanding	Check	-1,316.79
03/27/2024		204055	RECYCLE TECHNOLOGIES INC	Accounts Payable	Outstanding	Check	-8,367.85
03/27/2024		204056	RUFFRIDGE JOHNSON EQUIP CO INC	Accounts Payable	Outstanding	Check	-186.00
03/27/2024		204057	SCHIFSKY & SONS INC	Accounts Payable	Outstanding	Check	-103,880.78
03/27/2024		204058	SHRED RIGHT	Accounts Payable	Outstanding	Check	-62.65
03/27/2024		204059	TAHO SPORTSWEAR	Accounts Payable	Outstanding	Check	-120.00
03/27/2024		204060	TC WINTER SERVICES	Accounts Payable	Outstanding	Check	-1,762.50
03/27/2024		204061	UHL COMPANY	Accounts Payable	Outstanding	Check	-527.00
03/27/2024		204062	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-480.12
03/27/2024		204063	WORKS, BENJAMIN	Accounts Payable	Outstanding	Check	-11.42
03/27/2024		204064	XCEL ENERGY	Accounts Payable	Outstanding	Check	-26,250.97
04/03/2024		204065	56 BREWING LLC	Accounts Payable	Outstanding	Check	-264.00
04/03/2024		204066	AM CRAFT SPIRITS SALES	Accounts Payable	Outstanding	Check	-303.38
04/03/2024		204067	ARTISAN BEER COMPANY	Accounts Payable	Outstanding	Check	-6,602.88
04/03/2024		204068	BELLBOY CORPORATION	Accounts Payable	Outstanding	Check	-6,865.05
04/03/2024		204069	BETTER BEV CO	Accounts Payable	Outstanding	Check	-100.00
04/03/2024		204070	BLUE CLOUD DISTRIBUTION OF MN	Accounts Payable	Outstanding	Check	-929.75
04/03/2024		204071	BOURGET IMPORTS	Accounts Payable	Outstanding	Check	-1,394.00
04/03/2024		204072	BREAKTHRU BEVERAGE BEER LLC	Accounts Payable	Outstanding	Check	-99,090.03
04/03/2024		204073	BREAKTHRU BEVERAGE WINE & SPIRITS	Accounts Payable	Outstanding	Check	-25,036.69
04/03/2024		204074	BROKEN CLOCK BREWING COOPERATIVE	Accounts Payable	Outstanding	Check	-60.67

Bank Transaction Report

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
04/03/2024		204075	CAPITOL BEVERAGE SALES	Accounts Payable	Outstanding	Check	-38,683.79
04/03/2024		204076	CLEAR RIVER BEVERAGE	Accounts Payable	Outstanding	Check	-3,338.65
04/03/2024		204077	DUAL CITIZEN BREWING CO	Accounts Payable	Outstanding	Check	-90.00
04/03/2024		204078	HOHENSTEINS INC	Accounts Payable	Outstanding	Check	-8,933.10
04/03/2024		204079	INBOUND BREWCO	Accounts Payable	Outstanding	Check	-252.00
04/03/2024		204080	INSIGHT BREWING COMPANY	Accounts Payable	Outstanding	Check	-32.31
04/03/2024		204081	JOHNSON BROTHERS LIQUOR	Accounts Payable	Outstanding	Check	-57,474.64
04/03/2024		204082	LIBATION PROJECT	Accounts Payable	Outstanding	Check	-314.33
04/03/2024		204083	MATTSON ICE	Accounts Payable	Outstanding	Check	-143.50
04/03/2024		204084	MEGA BEER LLC	Accounts Payable	Outstanding	Check	-1,017.28
04/03/2024		204085	MOOSE LAKE BREWING COMPANY	Accounts Payable	Outstanding	Check	-248.00
04/03/2024		204086	OLD WORLD BEER	Accounts Payable	Outstanding	Check	-1,409.00
04/03/2024		204087	PAUSTIS WINE COMPANY	Accounts Payable	Outstanding	Check	-3,712.50
04/03/2024		204088	PEPSI BEVERAGES CO	Accounts Payable	Outstanding	Check	-567.65
04/03/2024		204089	PHILLIPS WINE & SPIRITS	Accounts Payable	Outstanding	Check	-16,820.57
04/03/2024		204090	PRYES BREWING	Accounts Payable	Outstanding	Check	-490.75
04/03/2024		204091	QUALITY REFRIGERATION SERVICE	Accounts Payable	Outstanding	Check	-362.22
04/03/2024		204092	RED BULL DISTRIBUTION	Accounts Payable	Outstanding	Check	-1,948.63
04/03/2024		204093	SMALL LOT MN	Accounts Payable	Outstanding	Check	-671.52
04/03/2024		204094	SOUTHERN WINE / SOUTHERN GLAZERS	Accounts Payable	Outstanding	Check	-41,483.07
04/03/2024		204095	SP3 LLC - PEQUOD DISTRIBUTING	Accounts Payable	Outstanding	Check	-754.20
04/03/2024		204096	SUMMER LAKES BEVERAGE	Accounts Payable	Outstanding	Check	-425.25
04/03/2024		204097	UNMAPPED BREWING CO	Accounts Payable	Outstanding	Check	-180.00
04/03/2024		204098	URBAN GROWLER BREWING COMPANY LLC	Accounts Payable	Outstanding	Check	-319.00
04/03/2024		204099	VINOCOPIA INC	Accounts Payable	Outstanding	Check	-1,400.25
04/03/2024		204100	WINE COMPANY	Accounts Payable	Outstanding	Check	-1,153.80
04/03/2024		204101	WINE MERCHANTS	Accounts Payable	Outstanding	Check	-3,873.15
04/03/2024		204102	WINEBOW	Accounts Payable	Outstanding	Check	-1,265.00
04/03/2024		204103	Z WINES USA	Accounts Payable	Outstanding	Check	-359.50
04/03/2024		204104	ABM EQUIPMENT & SUPPLY	Accounts Payable	Outstanding	Check	-431.96
04/03/2024		204105	ADVANCED GRAPHIX INC	Accounts Payable	Outstanding	Check	-3,364.30
04/03/2024		204106	ALL AUTO GLASS INC	Accounts Payable	Outstanding	Check	-410.31
04/03/2024		204107	AMERICAN LEGION POST 303	Accounts Payable	Outstanding	Check	-8,028.16
04/03/2024		204108	AMERICAN SOLUTIONS FOR BUSINESS	Accounts Payable	Outstanding	Check	-23.51
04/03/2024		204109	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-143.16
04/03/2024		204110	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-1,145.76
04/03/2024		204111	AUTOMATIC SYSTEMS CO INC	Accounts Payable	Outstanding	Check	-3,067.14
04/03/2024		204112	BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-7.08
04/03/2024		204113	BOB'S PRODUCE RANCH	Accounts Payable	Outstanding	Check	-224.77
04/03/2024		204114	BOLTON & MENK INC	Accounts Payable	Outstanding	Check	-28,109.20
04/03/2024		204115	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-115.85
04/03/2024		204116	CENTURY LINK	Accounts Payable	Outstanding	Check	-868.97
04/03/2024		204117	COCA-COLA DISTRIBUTION	Accounts Payable	Outstanding	Check	-987.44

Bank Transaction Report

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
04/03/2024		204118	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-1,920.68
04/03/2024		204119	CORE & MAIN LP	Accounts Payable	Outstanding	Check	-87,622.68
04/03/2024		204120	CULLIGAN	Accounts Payable	Outstanding	Check	-126.45
04/03/2024		204121	DERO	Accounts Payable	Outstanding	Check	-13,382.00
04/03/2024		204122	DEZURIK INC	Accounts Payable	Outstanding	Check	-10.43
04/03/2024		204123	EBERT COMPANIES	Accounts Payable	Outstanding	Check	-20,903.33
04/03/2024		204124	EHLERS & ASSOCIATES INC	Accounts Payable	Outstanding	Check	-272.50
04/03/2024		204125	ESRI INC - ENVIRONMENTAL	Accounts Payable	Outstanding	Check	-2,445.00
04/03/2024		204126	FERGUSON ENTERPRISES #1657 / WOLSELEY IND	Accounts Payable	Outstanding	Check	-9,395.41
04/03/2024		204127	FERGUSON WATERWORKS #2518	Accounts Payable	Outstanding	Check	-200.82
04/03/2024		204128	FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-143.90
04/03/2024		204129	FLEET PRIDE TRUCK & TRAILER PARTS	Accounts Payable	Outstanding	Check	-206.26
04/03/2024		204130	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-27.43
04/03/2024		204131	GRANICUS LLC	Accounts Payable	Outstanding	Check	-4,710.93
04/03/2024		204132	GROTH SEWER & WATER LLC	Accounts Payable	Outstanding	Check	-7,000.00
04/03/2024		204133	HASTE, ASHLYN	Accounts Payable	Outstanding	Check	-70.27
04/03/2024		204134	HOLIDAY COMPANIES - CAR WASH CLUB	Accounts Payable	Outstanding	Check	-4.50
04/03/2024		204135	HYDRAULIC SPECIALTY CO	Accounts Payable	Outstanding	Check	-26.72
04/03/2024		204136	INTERSTATE ALL BATTERY CENTER	Accounts Payable	Outstanding	Check	-145.95
04/03/2024		204137	KATH FUEL OIL SERVICE	Accounts Payable	Outstanding	Check	-510.00
04/03/2024		204138	LEADS ONLINE LLC	Accounts Payable	Outstanding	Check	-4,442.00
04/03/2024		204139	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-15.00
04/03/2024		204140	LIONS CLUB OF FRIDLEY	Accounts Payable	Outstanding	Check	-5,266.18
04/03/2024		204141	MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-23,991.43
04/03/2024		204142	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-25.64
04/03/2024		204143	MINNESOTA AG POWER INC/MIDWEST MACHINERY	Accounts Payable	Outstanding	Check	-332.66
04/03/2024		204144	MOUA, JUSTIN	Accounts Payable	Outstanding	Check	-227.77
04/03/2024		204145	NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	-663.75
04/03/2024		204146	NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-47.45
04/03/2024		204147	QUADIENT FINANCE USA INC	Accounts Payable	Outstanding	Check	-1,450.00
04/03/2024		204148	ROY C INC	Accounts Payable	Outstanding	Check	-220.00
04/03/2024		204149	SMITH, MICHAEL	Accounts Payable	Outstanding	Check	-13.12
04/03/2024		204150	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-512.81
04/03/2024		204151	STREICHER'S	Accounts Payable	Outstanding	Check	-17,207.88
04/03/2024		204152	SUMMIT COMPANIES	Accounts Payable	Outstanding	Check	-19,623.20
04/03/2024		204153	SVAP II FRIDLEY MARKET LLC	Accounts Payable	Outstanding	Check	-18,209.14
04/03/2024		204154	TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-334.00
04/03/2024		204155	BOLIN, PAUL	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204156	FABER, PATRICK	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204157	FISCHER, KAREN	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204158	GNADKE, OLIVIA	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204159	HELLEGERS, BECCA	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204160	JOHNSON, KORRIE	Accounts Payable	Outstanding	Check	-150.00

Bank Transaction Report

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
04/03/2024		204161	KNAEBLE, NICHOLAS	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204162	KONDRICK, BETH	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204163	LANGE, JAMES	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204164	MONSRUD, STEVEN	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204165	MOORE, MELISSA	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204166	STARKS, JOE	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204167	STROMBERG, STACY	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204168	TIREVOLD, GREG	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204169	TODD, ANDREW	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204170	WORKIN, RACHEL	Accounts Payable	Outstanding	Check	-150.00
04/03/2024		204171	ZIKMUND, MADDISON	Accounts Payable	Outstanding	Check	-150.00
Check Total: (156)							-1,053,735.89
EFT							
03/29/2024		932	CITY OF FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-100.00
03/29/2024		933	FRIDLEY POLICE ASSOCIATION	Accounts Payable	Outstanding	EFT	-212.00
03/29/2024		EFT0000209	Payroll EFT	Payroll	Outstanding	EFT	-419,912.73
EFT Total: (3)							-420,224.73
Report Total: (176)							-1,789,981.24

Bank Transaction Report

Bank Account	Count	Amount
0000100479 City of Fridley	176	-1,789,981.24
Report Total:	176	-1,789,981.24

Cash Account	Count	Amount
999 999-101100 Cash in Bank - CITY Pooled Cash	176	-1,789,981.24
Report Total:	176	-1,789,981.24

Transaction Type	Count	Amount
Bank Draft	17	-316,020.62
Check	156	-1,053,735.89
EFT	3	-420,224.73
Report Total:	176	-1,789,981.24



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Public Hearing to Consider On-Sale Liquor License by Debesay Girmalul for Continental Restaurant and Resolution No. 2024-42, Approving On-Sale Liquor License for Continental Restaurant

Background

Debesay Girmalul (Applicant) has applied for an On-Sale Liquor License for Continental Restaurant at 1040 Osborne Rd NE. There is an existing food license at this location, the applicant would like to add alcoholic beverages to the menu. The applicant is aware of the issues that caused the previous owners of this establishment to have their liquor license revoked in 2021 and is committed to operating a safe and reputable establishment.

The application for an On-Sale Liquor License was received by staff on February 7, 2024. The applicant has applied for an On-Sale Liquor License that will be effective May 1, 2024 through April 30, 2025, following the normal licensing year period.

The applicant has completed all the necessary application materials. A background investigation has been completed by the Police Division, finding no outstanding issues or reasons to deny the license. Additionally, the applicant met with Public Safety Director, Ryan George and Deputy City Clerk, Beth Kondrick to discuss the license, safety concerns and plans for the establishment.

Section 603.07, subd. 1 of the Fridley City Code requires the City Council conduct a public hearing to consider the approval of said license. The Notice of Public Hearing was published in the Official Publication on March 29, 2024.

Financial Impact

Licensing fees collected by the City are anticipated in the annual budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-42, Approving On-Sale Liquor License for Continental Restaurant.

Vision Statement

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

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input checked="" type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Resolution No. 2024-42
- Notice of Public Hearing

Vision Statement

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

Resolution No. 2024-42

Approving On-Sale Liquor License for Continental Restaurant, LLC

Whereas, Minnesota Statute § 340A.404 enables the City of Fridley (City) to issue On-Sale Liquor Licenses to establishments within its jurisdiction; and

Whereas, the Intoxicating Liquor Chapter of the Fridley City Code (Code) directs licensing requirements and activities for On-Sale Liquor Licenses in the City; and

Whereas, City staff have worked with the applicant, Debesay Girmalul, to ensure all licensing requirements have been met; and

Whereas, the Fridley City Council conducted a public hearing on April 8, 2024 pursuant to Section 603.07, Subd. 1d of the Code.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves an On-Sale Liquor License to Debesay Girmalul for Continental Restaurant located at 1040 Osborne Rd, NE.

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

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

City of Fridley
(Legal Notice)

Public Hearing Notice Before the City Council on New On-Sale Intoxicating Liquor License

Notice is hereby given that there will be a public hearing of the Fridley City Council at the Fridley Civic Campus, 7071 University Avenue NE, Fridley, Minnesota, on Monday, April 8th, 2024 at 7:00 PM. The Public Hearing will discuss issuing a new On-Sale Intoxicating Liquor License to Debesay Girmalul (Applicant) to operate at Continental Restaurant at 1040 Osborne Road NE.

Hearing impaired persons planning to attend who need an interpreter or other persons with disabilities who require auxiliary aids should contact 763-571-3450 no later than April 5, 2024.

Anyone having an interest in this matter should make their interest known at this public meeting.

Beth Kondrick, Deputy City Clerk



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Ordinance No. 1421, Public Hearing and First Reading Amending the Name, Boundaries, Powers and Construction of Government Chapter of the Fridley City Charter

Background

The Fridley City Charter (Charter) is the fundamental law that defines the authorities and powers of the City of Fridley (City). Minnesota Statute (M.S.) § 410.12, subd. 7 allows for an amendment to the Charter by ordinance upon the recommendation of the Charter Commission. The recommended amendments to the chapter are compiled into Ordinance No. 1421, making it more consistent with M.S. and other chapters of the Charter itself.

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

- Section 1.01, adding Definitions and moving them to the beginning of the chapter; and
- Section 1.03, moving Charter, A Public Act to earlier in the chapter.

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

- February 5 – the Charter Commission formally recommended the Charter amendment to the Fridley City Council (Council)
- March 25 – the Council approved Resolution No. 2024-35 to call for this evening's Public Hearing
- March 28 – a Notice of Public Hearing was published in the Official Publication and posted to the City's website.

Assuming the Council continues to advance the recommended amendment, staff anticipate the following schedule:

- April 22 – the Council will conduct the second reading of the Ordinance;
- April 24 – the Ordinance will be published in the Official Publication;
- July 23 – pursuant to M.S. § 410.12 subd. 7, "an ordinance amending a city charter shall not become effective until 90 days after passage and publication."

Financial Impact

None.

Vision Statement

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

Recommendation

Staff recommend the City Council approve a first reading of Ordinance No. 1421, Amending the Name, Boundaries, Powers and Construction of Government Chapter of the Fridley City Charter.

Focus on Fridley Strategic Alignment

- | | |
|--|---|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input type="checkbox"/> Public Safety & Environmental Stewardship |
| <input checked="" type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Ordinance No. 1421

Vision Statement

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

Ordinance No. 1421

Amending the Name, Boundaries, Powers and Construction of Government Chapter of the Fridley City Charter

The Fridley City Charter Commission has completed its review of the Fridley City Charter Chapter 1 and has recommended an amendment of the City Charter by Ordinance to the City Council on February 5, 2024. The Fridley City Council hereby finds after review, examination and recommendation of the Charter Commission that the Fridley City Charter should be hereby amended and the City of Fridley does ordain:

**Fridley City Charter
Chapter 1. Name, Boundaries, Powers and Construction of Government**

Section 1.01 Definitions

Home Rule Charter, City Charter, Charter: The City of Fridley's local constitution.

Home Rule Charter Commission: A body of 15 Fridley residents appointed by the district court who work collaboratively to evaluate and propose changes to the Fridley City Charter that reflect the importance of the Charter to enable effective government operations that reflect the values of residents.

Voter: A registered voter who lives in the City.

~~Section 1.01~~Section 1.02 Name and Boundaries

Upon the taking effect of this Chapter, the Village of Fridley in the County of Anoka and State of Minnesota shall become a City under the name of City of Fridley and shall continue to be a municipal corporation with boundaries the same as they now are established or as they may hereafter be established.

Section 1.03 Charter, A Public Act

The Charter was approved by voters on September 10, 1957. It is a public act and need not be pleaded or proved in any case.

~~Section 1.02~~Section 1.04 Powers of the City

The City of Fridley:

shall have perpetual succession;

may sue and be sued;

may use and alter its seal at pleasure;

shall be capable of contracting and being contracted with;

may take by purchase, condemnation, gift, devise, or otherwise, and hold, lease, sell and convey all such real and personal property as its purposes may require, or the transaction of its business may render convenient, within or without the limits of the City;

may acquire, construct, own, lease and operate public utilities, and render public service of every kind;

may grant franchises or licenses for the construction, operation and maintenance of public utilities in, over, upon and under the streets and public places in the City, and shall have power to fix and regulate the fares, tolls, or charges which may be collected, the extensions which shall be made, and regulate the services which shall be rendered by any owner or operator of a public utility franchise or license;

may assess, levy and collect taxes, for general or special purposes, on all subjects or objects which the city may lawfully tax;

may borrow money on the faith and credit of the City or on a public utility or other property owned by the City or the revenues therefrom by the issuance and sale of bonds or certificates of indebtedness;

may appropriate the money of the City for all lawful purposes;

may provide for, construct, regulate, and maintain public works and local improvements;

may levy and collect assessments against real property within the City for local improvements and services including garbage and refuse collection and disposal;

may license and regulate persons, corporations and associations engaged in any occupation, trade or business;

| may define, prohibit, abate, and suppress all things detrimental to the health, ~~morals~~, comfort, safety, convenience and welfare of the inhabitants of the City, and all nuisances and causes thereof;

may regulate the construction, height and materials used in all buildings, and the maintenance and occupancy thereof;

may regulate and control the use for whatever purposes of the streets and other public places;

may make and enforce local police, sanitary, and other regulations;

may pass ordinances for maintaining and promoting the peace, good government and welfare of the City, and for the performance of all the functions thereof;

shall have all the powers possessed by municipal corporations at common law;

shall have, retain and may exercise all powers, functions, rights, and privileges, heretofore possessed by the Village of Fridley;

may exercise such powers beyond its corporate limits as may be necessary for the effective exercise of any powers granted herein as now authorized by law;

and in addition thereto, the City of Fridley shall have and exercise all powers, functions, rights, and privileges exercised by, or which are incidental to, or inherent in, municipal corporations and are not denied to it by the Constitution or general laws of the State of Minnesota.

The enumeration of powers herein shall not be construed to limit or restrict the powers granted in general terms, nor shall any specific power granted in this charter be construed to limit or restrict the powers granted in this Section.

In addition to the powers herein and hereafter granted, the City of Fridley shall have full power to deal with all matters of municipal concern and have complete self-government in harmony with and subject to the Constitution and laws of the State of Minnesota.

~~Section 1.03. Charter, A Public Act~~

~~This Charter shall be a public act and need not be pleaded or proved in any case. It shall take effect fifteen (15) days from and after its adoption by the voters.~~

~~Section 1.04. Definitions~~

~~1. Eligible voter.~~

~~A resident of the City of Fridley who is qualified to register to vote.~~

~~2. Registered Voter.~~

~~An eligible voter who is currently registered in the City of Fridley.~~

~~3. Voter.~~

~~A registered voter who has voted in the City of Fridley within the last four years.~~

4. ~~Electorate.~~

~~The whole body of eligible voters.~~

Passed and adopted by the City Council of the City of Fridley on this 8 day of April, 2024.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

Public Hearing: April 8, 2024

First Reading: April 8, 2024

Second Reading:



AGENDA REPORT

Meeting Date: April 8, 2024

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director

Title

Ordinance No. 1422, Amending the Fridley City Code Chapter 105, Commissions, to Establish a Public Arts Commission

Background

In the fall of 2023, the City was alerted that an anonymous donor had provided a \$100,000 donation to a public art initiative that the City of Fridley (City) had expressed as a goal when building the Civic Campus. The donation inspired advancement of the Art Initiative and the City was aware that at least three important things needed to happen to embark on the City's Public Art Initiative:

1. public engagement would be necessary to hear what the public desired as far as public art in the City
2. a task force to shape the input the public would offer into a structure for planning, reviewing, accepting and maintaining that art
3. a non-profit organization separate from the City to fundraise, accept the art donation and to partner with other organizations to bring the City's art initiative forward.

In the fall, the City hosted a series of three public engagement meetings. These meetings were well attended and facilitated by Gretchen Nicholls and Barbara Raye of CDI, Minneapolis. The facilitators were instrumental in drawing out the creative notions of those who attended. The goal of the sessions was also to prepare a plan and recommendations for the Fridley City Council (Council) to help direct the initiative in a way the public saw the City's identity moving. The final report was posted on the City's website in January.

Great things have grown out of the community's recommendations: a task force, the idea to create a 501C3 non-profit as the fund-raising arm and the direction to start small with installations so policy can form around the installations and the tax force can make a final policy plan document that includes not only suggested art installation locations, but set policy for rotation (if appropriate), temporary installations, maintenance, etc.

The task force, while still a task force named the 501C3, *Fridley Creative Arts Foundation*. The formative legal documents necessary for a 501C3 are being reviewed and finalized at this time.

Vision Statement

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

The task force has so enthusiastically taken on its role that the Mayor and Council have asked that the task force be formally recognized as the Fridley Art Commission. The ordinance, once approved would transition the group from a task force to an Art Commission.

The Public Arts Commission will be established to foster the development of the arts, to advise the Council on arts-related matters and to stimulate participation in and appreciation of the arts by residents.

Financial Impact

Absorbed.

Recommendation

Staff recommend the approval of Ordinance No. 1422, Amending the Fridley City Code Chapter 105, Commissions, to Establish a Public Arts Commission.

Focus on Fridley Strategic Alignment

- | | |
|--|--|
| <input type="checkbox"/> Vibrant Neighborhoods & Places | <input checked="" type="checkbox"/> Community Identity & Relationship Building |
| <input type="checkbox"/> Financial Stability & Commercial Prosperity | <input type="checkbox"/> Public Safety & Environmental Stewardship |
| <input type="checkbox"/> Organizational Excellence | |

Attachments and Other Resources

- Ordinance No. 1422

Vision Statement

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

Ordinance No. 1422

Amending the Fridley City Code Chapter 105, Commissions, to Establish a Public Arts Commission

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 105 Commissions

105.01 Purpose

Pursuant to the Fridley City Charter Chapter 2, the Fridley City Council (Council) may create commissions with advisory powers to investigate any subject of interest to the City of Fridley (City). Advisory commissions provide for citizen input and are advisory to the Council. Advisory commissions shall have no decision-making authority, except as expressly established by the Fridley City Code or Minnesota Statutes (M.S.).

105.02 Commissions Generally

1. Membership

- (a) Each commission, unless otherwise indicated, shall consist of seven Fridley residents appointed by Council.
- (b) The Council will annually appoint, by Council resolution, a chairperson to each advisory commission.
- (c) Each commission shall elect a vice chairperson. At any meeting of the commission if the chairperson is unable to attend, the vice chairperson shall act as chairperson.
- (d) The commission members shall be appointed by the Council for three-year terms, except the Council shall make every effort to stagger the appointments so that the terms of no more than three members shall expire in any one year. Attempts shall be made to have all City wards represented on the commissions. Upon the expiration of their terms of office, members shall continue to serve until their successor shall have been appointed.

2. Vacancy

Commission members may resign or be removed from office by a majority vote of the Council. The commission member appointed to fill any vacancy shall serve for the remainder of the vacated term.

3. Organization

- (a) Following the appointment of membership, each of the commissions shall meet, organize and with the exception of the chairperson, elect any officers, as it deems desirable.
- (b) Adopt rules for its meetings and the transaction of its business, in order to fulfill the responsibilities of the commission.
- (c) The chairperson shall assure the fulfillment of the following responsibilities:
 - (1) Call and preside over meetings of the commission.
 - (2) Appear or appoint a representative to appear, if deemed necessary, before the Council or any City commission pertaining to matters within the scope of the commission.
 - (3) Provide liaison with other governmental and citizens' groups pertaining to matters within the scope of the commission for the purpose of timely and relevant information for consideration by the commission.

4. Staff Liaison

The City Manager shall assign one member of staff to serve as Staff Liaison to each commission. The Staff Liaison shall perform only such duties on behalf of a commission as may be assigned by the chairperson and with the consent of the City Manager. Additional advisory staff shall be assigned to the commissions by the City Manager within the restraints of the adopted general fund budget. A Staff Liaison shall not serve as an appointed member of any City advisory commission.

5. Project Committees

The commissions may establish special project committees to further the objectives of the commissions and provide for greater citizen participation. Such project committees shall be appointed by a commission for special projects and shall cease to exist when their activities are completed. The qualifications for membership, composition and duties of such project committees shall be at the discretion of the commission. The project committee may be chaired by a member of the commission, and at least one member of the commission shall act as a liaison for each project committee.

6. Compensation

The members of the commissions shall serve without pay, but may be reimbursed for actual expenses if funds therefore are provided in the adopted general fund budget.

7. Reports

The commissions shall make such reports as requested by the Council. or Planning Commission.

8. Meetings

Meetings shall be called by the chairperson and shall be held as necessary to fulfill the responsibilities of the commissions. All meetings of the commissions shall be open to the public. Minutes shall be kept of all meetings. Findings and recommendations shall be transmitted by the commission chairperson to the to the Council.

105.03 Planning Commission

1. Commission Established

There is hereby created a Planning Commission for the City of Fridley, Minnesota pursuant to M.S. Chapter 462.

2. Purpose

- (a) The Planning Commission is established to provide comprehensive planning and zoning advice to the Council, provide a process by which the public may appeal staff's interpretation of the Code, or request a variance to performance standards in the zoning chapters of the Code.
- (b) The Council hereby establishes the Planning Commission to serve as the Board of Appeals and Adjustments and exercise all authority and perform all functions of said Board pursuant to M.S. §§ 462.351 to 462.364 and operate according to this Code.

3. Scope

- (a) The Planning Commission shall serve in an advisory capacity to the Council. Matters shall be referred to the Planning Commission by the Council, City Manager or chairperson of the member commissions, and may be assigned to the member commissions for detailed study and recommendations as required. All recommendations by the Planning Commission shall be made to the Council.
- (b) The Planning Commission is charged with responsibility for community planning, growth and development of comprehensive goals and policies, including but not limited to, land use, housing, transportation, , and other related community activities.

- (c) The Planning Commission shall advise the Council in the development of programs to give increased effectiveness and direction in implementing established City goals and policies and recommend actions needed to carry out planning responsibility.

4. Appeals and Requests

- (a) The Planning Commission shall hear and recommend to the Council appeals or requests in the following cases according to the procedures established in Chapters 128 and 205 of this Code:

- (1) Appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by a City compliance official in the enforcement of the Code, or State Building Code.

- (2) Requests for variances from the literal provisions of Code in instances where strict enforcement would cause practical difficulties due to circumstances unique to the individual property under consideration.

5. Membership of Planning Commission

The Planning Commission shall consist of the Planning Commission chairperson, the chairperson of the Parks and Recreation Commission, the chairperson of the Environmental Quality and Energy Commission, and four members at large.

Nothing herein shall prohibit any Planning Commission members from serving on other commissions; however, none of these shall be elected as chairperson or vice-chairperson of any other commissions.

105.04 Parks and Recreation Commission

1. Commission Established

There is established a Parks and Recreation Commission for the City.

2. Purpose

The Parks and Recreation Commission is established to promote the systematic and comprehensive development of park facilities and recreational activities necessary for the physical, mental and emotional health and well-being of the residents of the City.

3. Scope

- (a) The Parks and Recreation Commission shall act as an advisory commission to the Council for continuous community planning and development of comprehensive City goals and policies. Any change in related community planning and comprehensive City goals and policies must be reviewed by the Council.
- (b) The Parks and Recreation Commission shall advise the Council in the development of programs to give increased effectiveness and direction in implementing established City goals and policies and recommend actions as needed to provide park and recreational opportunities.

4. Program

The Commission shall each year, prior to June 1, recommend a capital investment program for park improvement and acquisition and for public recreation activities for the ensuing year.

5. Funds

For the purpose of financing the parks and recreation programs authorized by this Chapter, the accounting shall be the responsibility of the City Treasurer. The Commission shall be authorized to establish charges or fees for the restricted use of any facility or to make any phase of the recreation program wholly or partially self-sustaining.

105.05 Environmental Quality and Energy Commission

1. Commission Established

There is established an Environmental Quality and Energy Commission for the City.

2. Purpose

The Environmental Quality and Energy Commission is established to stimulate interest in and to promote an awareness of environmental and energy concerns among citizens and businesses of the City. It will serve as a resource to the City in the conservation and management of energy and the environment, including information on environmental problems, laws, policies, and regulations of the county, metropolitan, state, and federal levels to the extent of their effect on Fridley and advise the Council, the City Manager, and other appropriate City commissions on matters pertaining to conservation and management of energy and the environment, including the review and recommendation of programs and policies within the City.

3. Scope

- (a) The Environmental Quality and Energy Commission shall act as an advisory commission to the Council for continuous community planning and development of

the comprehensive City goals and policies. Any change in related community planning and comprehensive City goals and policies must be reviewed by the Council.

- (b) The Environmental Quality and Energy Commission shall advise the Council in the development of programs to give increased effectiveness and direction on implementing established City goals and policies, and recommend actions as needed relevant to the conservation and management of environmental and energy resources.

105.06 Public Arts Commission

1. Commission Established

There is hereby created a Public Arts Commission for the City.

2. Purpose

The Public Arts Commission is established to foster the development of the arts, to advise the Council on arts related matters and to stimulate participation in and appreciation of the arts by residents.

3. Scope

(a) The Public Arts Commission serves in an advisory capacity to the Council on matters pertaining to visual public art within the City. The Commission develops a general policy for inclusion and approval of visual art in public places and projects as well as informs and educates the public about the importance and need for visual arts integration within public spaces, including parks, green space, City facilities and other buildings freely accessible to the public.

(b) The Public Arts Commission promotes the acquisition, maintenance, and upkeep of works of art on sites throughout the City.

(c) It may advise the City Council and other community groups and agencies who are initiating a public art project concerning the proposed site, selection of a professional artist and commissioning of a public artwork. The Commission shall cooperate with foundations, educational institutions, nonprofit organizations, other governmental agencies, and various civic groups to foster a broad public arts program for the community.

4. Membership of Public Arts Commission

(a) Members must have an interest in the various studies of the arts.

(b) Members must be residents of Fridley.

(b) Ex official members:

(1) may be appointed by the Council;

(2) may serve for specified terms;

(3) are not required to live in the City;

(4) may include persons under age 18;and

(5) do not have voting privileges.

5. Annual Report

Every year the Commission must make a written or oral report to the Council of the Commission's activities for the calendar year.

Passed and adopted by the City Council of the City of Fridley on this xx day of [Month], 2024.

Scott J. Lund - Mayor

Melissa Moore - City Clerk

First Reading: April 8, 2024

Second Reading:

Summary Publication: