



City Council Meeting

January 22, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue N.E.

Agenda

Call to Order

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

Pledge of Allegiance

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 January 8, 2024
- [2.](#) Receive the Minutes from the City Council Conference Meeting of January 8, 2024

New Business

- [3.](#) Resolution No. 2024-08, Approving Amendment to Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Community Building and Site Improvements Project
- [4.](#) Resolution No. 2024-09, Approving Change Order No. 1 (Final) for 7th Street & 57th Avenue Trail Project No. ST2022-21
- [5.](#) Resolution No. 2024-11, Approving Gifts, Donations and Sponsorships Received Between December 12, 2023, and January 12, 2024.
- [6.](#) Resolution No. 2024-14, Approving an Agreement Between the City of Fridley and Canvas Health to Create an Embedded Social Worker Program
- [7.](#) Resolution No. 2024-15, Appointing Election Judges for the 2024 Election Year

Licenses

- [8.](#) Resolution 2024-13, Approving City Licenses

Claims

- [9.](#) Resolution No. 2024-12, Approving Claims for the Period Ending January 17, 2024

Open Forum

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

Regular Agenda

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

New Business

- [10.](#) Ordinance No. 1418, Amending the Fridley City Code Chapter 209, Fees, to Update Building and Inspection Fees (First Reading)
- [11.](#) Resolution No. 2024-07, Awarding 2024 Well Rehabilitation Project
- [12.](#) Resolution No. 2024-10, Authorizing a Grant Agreement with the Minnesota Pollution Control Agency for Locke Park Water Treatment Augmentation Design

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: January 22, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Approve the Minutes from the City Council Meeting of January 8, 2024

Background

Attached are the minutes from the City Council meeting of January 8, 2024

Financial Impact

None.

Recommendation

Staff recommend the approval of the minutes from the City Council meeting of January 8, 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 January 8, 2024

Vision Statement

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



City Council Meeting

January 8, 2024

7:00 PM

Fridley City Hall, 7071 University Avenue NE

Minutes

Call to Order

Mayor Lund called the City Council Meeting of January 8, 2024, to order at 7:00 p.m.

Present

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

Others Present

Walter Wysopal, City Manager
Joe Starks, Finance Director
Korey Johnson, Assistant Finance Director
Scott Hickok, Community Development Director
Jim Kosluchar, Public Works Director

Pledge Of Allegiance

Proclamations/Presentations

1. Acknowledging the Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ending December 31, 2022.

Joe Starks, Finance Director, reported that the City has once again received the Certificate of Achievement for Excellence in Financial Reporting. He noted the City has received this award each year since 2011. He thanked the finance staff for their great work.

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

2. Approve the Minutes from the City Council Meeting of December 18, 2023.

3. Receive the Minutes from the Special City Council Conference Meeting of December 18, 2023.
4. Receive the Minutes from the Environmental Quality and Energy Commission (EQEC) Meeting of November 14, 2023.

New Business

5. Resolution No. 2024-01, Confirming City Council Appointments and Designations.
6. Resolution No. 2024-03, Authorizing Use of Municipal State Aid System Funding for 2024 Local Improvement Projects.
7. Resolution No. 2024-04, Ordering Final Plans, Specifications and Calling for Bids for 2024 Street Rehabilitation Project No. ST2024-01.
8. Resolution No. 2024-06, Approving Financial Management Policy Revisions.

Claims

9. Resolution No. 2024-02, Approving Claims for the Period Ending January 3, 2024.

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

Bob Hosman, 281 Sylvan Lane N.E., commented that the three-block narrowing of the University Avenue service road is not acceptable. He stated that the bike and pedestrian lane would not be connected to anything and therefore suggested that the road simply be repaved with a striped bike lane. He confirmed that he spoke against this improvement prior to construction as well.

Jim Kosluchar, Public Works Director, stated that the City took advantage of the gas main reconstruction on the east side of the road, asking that the utility company rebuild the road according to the plans of the corridor, which included construction of a trail. He commented that the bike/pedestrian trail will connect and provided additional details. He noted that final construction will take place in 2024.

Mr. Hossman commented that the asphalt has not been poured yet and he would like the road to return to a two-lane road with bike lanes like Main Street.

Mr. Kosluchar commented that they would not have sufficient space to have two driving lanes, two bike lanes, and a sidewalk which Main Street has.

Councilmember Bolkcom said that some of the signatures are lacking addresses.

Mr. Hossman commented that most of the signatures belong to residents who live on Sylvan and Mercury.

Councilmember Bolkcom recognized that there was a split opinion from residents on this project, with some happy they would have the trail and others not wanting the road to change.

Adoption of Regular Agenda

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

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

Regular Agenda

New Business

10. Resolution No. 2024-05, Approving a Municipal Inflow and Infiltration Grant Application and Agreement with Metropolitan Council Environmental Services

Jim Kosluchar, Public Works Director, provided background information on the new program from Met Council Environmental Services (MCES) designed to help address inflow/infiltration (I/I) from private services. He provided more details on I/I, the MCES program, and the grant application noting that the City has been allocated \$50,000 for work to occur between January 1, 2024 and December 31, 2024. Staff recommends approval of the resolution.

Councilmember Evanson provided an example of when an I/I issue was identified at his home. He asked how a property owner might become aware of the issue.

Mr. Kosluchar stated that the City has its own televising program and there are other contractors who regularly televise lines. He stated that some costs may be reimbursable if a resident meets income guidelines. He stated that staff recommends that lines be televised if a resident has lived in their home for a decade or two.

Councilmember Evanson asked how a resident would access these funds if an issue is identified.

Mr. Kosluchar stated that the City will be in touch with some contractors and information will be posted on the City's website. He noted that residents can call utilities staff to find out more information. He stated that the City will be conducting a separate I/I study this year, which is separate from private services. He stated that study will identify areas that need focus.

Motion made by Councilmember Evanson to adopt Resolution No. 2024-05, Approving a Municipal Inflow and Infiltration Grant Application and Agreement with Metropolitan Council Environmental Services. Seconded by Councilmember Ostwald.

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

Informal Status Reports

Councilmember Ostwald said Winterfest will be held at the Springbrook Nature Center on January 20, 2024.

Adjourn

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

Upon a voice vote, all voting aye, Mayor Lund declared the motion carried unanimously and the meeting adjourned at 7:33 p.m.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: January 22, 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 January 8, 2024

Background

Attached are the minutes from the City Council conference meeting of January 8, 2024.

Financial Impact

Recommendation

Receive the minutes from the City Council conference meeting of January 8, 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 January 8, 2024.

Vision Statement

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



Council Conference Meeting

December 18, 2023

5:30 P.M.

Fridley City Hall, 7071 University Avenue NE

Minutes

Roll Call

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

Others Present: Walter Wysopal, City Manager
Joe Starks, Finance Director

Items for Discussion

1. Finance Update – December 2023, Year-to-Date.

Joe Starks, Finance Director, presented the December 2023, Year-to-Date update.

2. Financial Management Policy Revisions.

Joe Starks, Finance Director, presented the proposed policy revisions.



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-08, Approving Amendment to Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Community Building and Site Improvements Project

Background

On May 22, 2023, the City Council (Council) approved a Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Community Building and Site Improvements Project (Project). The agreement enables Bredemus Hardware Co., Inc. to act as the City of Fridley's (City) purchasing agent for purposes of acquiring the Tax-Exempt Materials for use exclusively in the Project.

The original contract amount was \$59,393. Staff directed changes to the plans that included the addition of a securable IT equipment room and the supply of equipment necessary to provide full ADA access to the building. These additions, including a minor door threshold change, amount to \$13,087.00 for a revised contract of \$72,480.

Based on the building's occupant load, the 2020 Minnesota State Building Code requires the exterior door to be auto-operated via paddle actuator for accessibility purposes. The original design accommodated this requirement; however, during construction City Staff identified the need to provide auto-operation of the secondary vestibule doors that lead into the interior space of the building. Staff believes full accessibility is a necessary component to the new publicly-used building.

Note an additional minor change is included in the amendment that required deeper door thresholds to accommodate the transition at three doorways.

If approved, the attached amendment would be approved by both parties.

Financial Impact

Funding is provided by bond proceeds through the Capital Investment Program.

Recommendation

Staff recommends the approval of Resolution No. 2024-08, Approving the Amendment to the Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Community Building and Site Improvements Project.

Vision Statement

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

Focus on Fridley Strategic Alignment

<u>X</u>	Vibrant Neighborhoods & Places	<u>X</u>	Community Identity & Relationship Building
<u> </u>	Financial Stability & Commercial Prosperity	<u>X</u>	Public Safety & Environmental Stewardship
<u>X</u>	Organizational Excellence		

Attachments and Other Resources

- Resolution No. 2024-08
- Exhibit A – Amendment to Purchasing Agent Agreement

Vision Statement

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

Resolution No. 2024-08

Approving Amendment to Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Park Community Building and Site Improvements Project

Whereas, the City of Fridley is undertaking the construction on its property of certain improvements generally described as Moore Lake Park Community Building and Site Improvements Project; and

Whereas, on May 22, 2023, the City Council approved a Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for the supply of doors, frames and hardware (material only) for the Moore Lake Park Community Building and Site Improvements Project in the amount of \$59,393.00; and

Whereas, staff has directed the additional supply of materials for necessary security of IT equipment and improvement of accessibility to the new building; and

Whereas, Bredemus Hardware Co. has supplied the additional materials for the above-directed changes.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Amendment to the Purchasing Agent Agreement with Bredemus Hardware Co., Inc. for Moore Lake Park Community Building and Site Improvements Project in the amount of \$13,087. If approved, the contract amount shall be increased from \$59,393 to \$72,480.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Exhibit A – Purchasing Agent Agreement Amendment

THIS AMENDMENT TO PURCHASING AGENT AGREEMENT is made this 22nd day of January, 2024 by and between **Bredemus Hardware Co., Inc.** ("Agent") and **City of Fridley** ("Owner"), a Minnesota city generally exempt from paying state sales and use tax under Minn. Stat. § 297A.70; and

IS THEREFORE AGREED between the parties hereto that:

1. This Agreement is made with reference to, and where applicable shall be governed by, the specifications and provisions set forth in the Contract Documents as such are defined in the Owner/Contractor Agreement for the Project.
2. Owner appoints Agent to act as its purchasing agent for purchasing the Tax-Exempt Materials, and further authorizes Agent to appoint such subagents as Agent deems appropriate for carrying out the purposes of this Agreement, which subagents shall have similar powers of appointment.
3. It is understood and agreed that: (a) Owner takes title to the Tax-Exempt Materials at the point of delivery; (b) Owner assumes the risk of loss for all Tax-Exempt Materials; and (c) Owner bears all risk for defects in the Tax-Exempt Materials, including Tax-Exempt Materials incorporated into the real estate.
4. Agent (and any subagents) shall include the following Notice to Vendors/Suppliers in all purchase orders and other documents furnished to a vendor or supplier in connection with the purchase of any Tax-Exempt Materials:

NOTICE TO VENDORS/SUPPLIERS

The materials to which this document relates are being purchased by Bredemus Hardware Co., Inc. as the purchasing agent of the City of Fridley ("Owner"). It is the Owner's obligation, not the purchasing agent's, to pay for the materials. Because the Owner is a city of Minnesota, this purchase is exempt from sales tax under Minn. Stat. § 297A.70.

5. Agent shall exercise reasonable care in performance of its duties as purchasing agent, including the inspection of the Tax-Exempt Materials for obvious or apparent defects or the failure of such materials to conform to the plans, specifications and all Contract Documents relating to the Project.
6. Owner shall pay the sum of \$72,480.00 for all of the Tax-Exempt Materials purchased by Agent under this Agreement.

Agent shall direct vendors and suppliers to deliver invoices for the Tax-Exempt Materials to Owner in care of Agent at 1285 Sylvan Street, St. Paul, MN 55117. Agent shall submit invoices for payment to Owner, which invoices shall be due and payable upon Owner's receipt of the invoices.

7. Agent shall promptly notify Owner of any sales and use tax audit by the Minnesota commissioner of Revenue or of the threatened imposition or assessment of any sales or use taxes. Owner may, at its sole option and cost, dispute, contest or otherwise resist the imposition or assessment of any such taxes. Upon reasonable notice to Owner, Agent may (but is not obligated to) take such actions as it deems reasonable in response to the threatened imposition or assessment of taxes, which actions shall be deemed to have been taken on Owner's behalf. If any Minnesota sales or use taxes are imposed or assessed with respect to any Tax-Exempt Materials purchased pursuant to this Agreement, Owner shall be solely responsible for the payment of such taxes, including any related penalties and interest, and shall hold Agent harmless and indemnify Agent from any such cost or expense related thereto, including any legal fees and costs incurred by Agent in connection therewith or in connection with the enforcement of this paragraph.

8. The agency relationship created by this Agreement is intended to be in compliance with Minnesota Rule 8130.1200 and its current interpretation by the Minnesota Department of Revenue.

9. The alternative dispute resolution provisions (if any) in the Owner/Contractor Agreement are incorporated herein by reference and are applicable to any dispute between the parties hereto arising out of this Agreement.

10. Owner may terminate this Agreement at any time and for any reason. Upon receiving notice of termination, Agent shall cease making any purchases and shall promptly notify any subagents it has appointed that such appointment has likewise been terminated, that they are to cease initiating any new purchases, and that they are to likewise notify any subagents they have appointed that they are to cease initiating any new purchases. Any purchases that were initiated by Agent or subagent prior to its receiving notice of termination and that cannot be reasonably reversed after it received notice of termination shall be deemed to have been made with authority.

11. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, assigns, and any subagents appointed pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ____ day of _____, 2024.

PARTY OF THE FIRST PART

CITY OF FRIDLEY

by

JAMES P. KOSLUCHAR, DIRECTOR OF PUBLIC WORKS

WALTER T. WYSOPAL, CITY MANAGER

WITNESS

SCOTT J. LUND, MAYOR

PARTY OF THE SECOND PART

WITNESS AGENT

by

WITNESS NAME (TITLE)



AGENDA REPORT

Meeting Date: January 22, 2023

Meeting Type: City Council

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

Title

Resolution No. 2024-09, Approving Change Order No. 1 (Final) for 7th Street & 57th Avenue Trail Project No. ST2022-21

Background

Attached is Change Order No. 1 (Final) for the 7th Street & 57th Avenue Trail Project No. ST2022-21 (Project). This project is part of the City of Fridley's (City) adopted Capital Investment Program (CIP) and includes bituminous trail and miscellaneous utility construction along 7th Street from 53rd Avenue to 61st Avenue and 57th Avenue from 7th Street to Trunk Highway 47 (University Avenue). The work has been performed under a contract with Thomas & Sons Construction, Inc. of Rogers, MN (Contractor). The project is currently substantially complete with no additional anticipated changes to the contract.

The amount of this change order is \$112,110.39. Total work included in Change Order No. 1 would increase the original contract by 11%. Grant funding through the FHWA Regional Solicitation grant program has been maximized for the Project (80% of original contract amount). The proposed changes would be funded by Street Improvement and Utility CIP funds. A summary of the changes is included below:

Type SP 9.5 Wearing Course Mix (3,C) (CO1.01)

Final tonnage for roadway bituminous pavement mix exceeded the base contract quantity by 73%. This quantity overrun is attributed to increased pavement removal/patching operations in the watermain replacement area (5700 block of 7th Street) and at side street connections along 7th Street and 57th Avenue.

Additional pavement removals in the watermain replacement area were necessary in order to safely excavate and replace the existing watermain. Greater paving removal and replacement work was also completed at the side street connections along the project to improve the transitions from new to existing conditions.



Vision Statement

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

CO1.01 accounted for \$47,430 of the change order and will be funded by the Street Improvement and Water Utility Funds.

Type SP 9.5 Wearing Course Mix (3,B) - Trail (CO1.02)

Final tonnage for bituminous trail pavement mix exceeded the base contract quantity by 19%, which is greater than the typical +/- 15% tolerance for bituminous paving operations. This quantity overrun is primarily attributed to variations in the existing curb profiles and aggregate base during trail and driveway paving operations, which resulted in sections of increased pavement depth and tonnage.

CO1.02 accounted for \$22,656 of the change order and will be funded by the Street Improvement Fund.



Casting Assembly (CO1.03)

During construction, a number of existing catch basins required the furnishment and installation of backless or ADA compliant alternative castings to facilitate construction of the bituminous trail as designed. In addition to meeting the design requirements for the project, the new castings also replaced castings to be salvaged with the project. The addition of new castings is anticipated to extend the service life of the underlying structures.

CO1.03 accounted for \$32,500 of the change order and will be funded by the Storm Water Utility Fund.



Boulevard Restoration (CO1.04)

Construction activity on the project began in October 2022 before pausing construction in November 2022 due to winter conditions. In order to maintain compliance with the project's MPCA construction stormwater permit, the Contractor was directed by staff to install rapid stabilization measures to all soils disturbed as a result of construction activities.

Construction activity on the project resumed and was completed in Summer 2023, at which time permanent boulevard restoration measures were installed per plan. Also included with this change item is the import of additional common topsoil to supplement reuse of on-site soils during permanent restoration efforts.



Vision Statement

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

CO1.04 accounted for \$9,524.39 of the change order and will be funded by Street Improvement and Water Utility Funds.

Financial Impact

Funding for this project is derived from several sources including FHWA Regional Solicitation grant funding, Municipal State Aid Street funding and Utility CIP funds (water, sanitary sewer, and storm sewer) The amount of this change order exceeds the normal project allowance of 5% but is within budget for the project.

Recommendation

Staff recommends the approval of Resolution No. 2024-09, Approving Change Order No. 1 (Final) for 7th Street & 57th Avenue Trail Project No. ST2022-21.

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 type="checkbox"/> Public Safety & Environmental Stewardship
<input type="checkbox"/> Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2024-09
- Change Order No. 1 (Final) for 7th Street & 57th Avenue Trail Project No. ST2022-21

Vision Statement

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

Resolution No. 2024-09**Approving Change Order No. 1 (Final) for 7th Street & 57th Avenue Trail Project
Project No. ST2022-21**

Whereas, the 7th Street & 57th Avenue Trail Project No. ST2022-21 (Project) included bituminous trail and miscellaneous utility construction on 7th Street and 57th Avenue performed under a contract with Thomas & Sons Construction, Inc. of Rogers, MN (Contractor); and

Whereas, the Project was funded by FHWA Regional Solicitation grant funding, Minnesota State Aid System funding and utility enterprise funds; and

Whereas, additional work has been directed by the City of Fridley (City) to be completed by the Contractor; and

Whereas, said additional work modified the original contract from \$1,018,791.22 to \$1,130,901.61 (a 11.0% increase); and

Whereas, the Contractor performed work as directed by City staff.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves Approval of Change Order No. 1 (Final) for the 7th Street & 57th Avenue Trail Project No. ST2022-21 in the amount of \$112,110.39.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Public Works Department

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

22-Jan-24

Thomas & Sons Construction, Inc.
13925 Northdale Blvd. P.O. Box 303
Rogers, MN 55374

SUBJECT : Change Order No. 1 (Final) 7th Street & 57th Avenue Trail Project No. ST2022-21

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

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
CO1.01	Type SP 9.5 Wearing Course Mix (3,C)	TON	306.00	\$ 155.00	\$ 47,430.00
CO1.02	Type SP 9.5 Wearing Course Mix (3,B) - Trail	TON	192.00	\$ 118.00	\$ 22,656.00
CO1.03	Casting Assembly	EA	13.00	\$ 2,500.00	\$ 32,500.00
CO1.04	Boulevard Restoration	LS	1.00	\$ 9,524.39	\$ 9,524.39
CHANGE ORDER NO. 1 TOTAL =					\$ 112,110.39

Original Contract Amount:	\$	1,018,791.22	
Prior Change Orders Approved:	\$	-	0.0% of Original Contract Amount
This Change Order:	\$	112,110.39	11.0% of Original Contract Amount
Proposed Contract Amount:	\$	1,130,901.61	

Submitted and approved by James Kosluchar, Director of Public Works, on the 22nd Day of January, 2024

James P. Kosluchar, Director of Public Works

Approved and accepted this ____ th day of _____, 2024 by Thomas & Sons Construction, Inc.

Thomas & Sons Construction Representative

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

Scott Lund, Mayor

Walter T. Wysopal, City Manager



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Korrie Johnson, Assistant Finance Director

Title

Resolution No. 2024-11, Approving Gifts, Donations and Sponsorships Received Between December 12, 2023, and January 12, 2024.

Background

Each month, the City of Fridley (City) receives various donations and gifts to support City operations, programs and projects. Pursuant to Minnesota Statute § 465.03, the City may accept these donations and gifts for the benefit of residents. For specific donations or gifts, the donor may prescribe certain requirements, such as for a specific activity or department.

Consistent with the abovementioned statute, staff prepared Schedule No. 1 (Exhibit A), which outlines the various donations, gifts and/or sponsorships received by the City between December 12, 2023, and January 12, 2024. To accept the same, the Council must adopt the attached resolution by a two-third majority vote.

Lastly, for each donation, gift or sponsorship, staff ensure it meets an identified need, does not create a quid-pro-quo or long-term maintenance obligation, and the donor received an acknowledgment of their gift through a letter or publication.

Financial Impact

Every donation benefits the City of Fridley's finances.

Recommendation

Staff recommend the approval of Resolution No. 2024-11, Approving Gifts, Donations and Sponsorships Received Between December 12, 2023, and January 12, 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. 2024-11
- Exhibit A: Schedule No. 1

Vision Statement

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

Resolution No. 2024-11**Approving Gifts, Donations and Sponsorships for the City of Fridley**

Whereas, throughout the year the City of Fridley (City) receives various gifts and donations; and

Whereas, the City is sincerely grateful for the support it receives from an array of organizations and individuals; and

Whereas, without this support, the continuation of different events or programs would be difficult to sustain; and

Whereas, the attached schedule (Exhibit A) lists all of the donations and gifts received by various City departments between December 12, 2023, and January 12, 2024; and

Whereas, all of the items listed on the attached schedule (Exhibit A) are required to be accepted by the City Council by a two-thirds majority vote; and

Whereas, all items have been determined to be donated free of any quid-pro-quo expectation by the donor.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves and accepts the various donations, gifts and sponsorships made between December 12, 2023, and January 12, 2024.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

Gifts, Donations, and Sponsorships - City of Fridley

Schedule No. 1

Date Received	Department or Division	Program	Donor Name, if not anonymous	Amount/ Value	Fund
12/21/2023	Public Safety - Police	Donation to Safety Camp	Maduro Distributors Inc	\$15,000.00	101
12/29/2023	SNC	SNCF Grant Reimbursement	Xcel Energy	\$7,500.00	270
1/2/2024	Public Safety - Fire	Donation for Fire Prevention Activities	MINCO	\$1,000.00	101
1/3/2024	Public Safety - Police	Donation for 'Night to Unite' Supplies	MINCO	\$1,000.00	101
1/12/2024	SNC	Donation Box Contents	Various	\$190.00	270

Report to Date Total

\$24,690.00



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Ryan George, Public Safety Director
Patrick Faber, Lieutenant
Alisa Schuster, Community Health Worker

Title

Resolution No. 2024-14, Approving an Agreement Between the City of Fridley and Canvas Health to Create an Embedded Social Worker Program

Background

In May 2023, staff from Fridley Public Safety applied for a federal grant from the US Department of Justice through the Office of Community Oriented Policing Services (COPS) to create an embedded social worker program. The intent of the program is to create a partnership with a local health resource provider to embed a full-time mental health professional within the Police Division to respond with police officers to persons who are in crisis and in need of additional resources.

On November 2, 2023, Fridley Public Safety was notified of a grant award in the amount of \$327,520 for FY2024 and FY2025. Staff identified Canvas Health as the preferred health resource provider, noting that they already provide similar services to the Columbia Heights Police Department and several other metro departments. The mental health professional will be an employee of Canvas Health, but they will work within the Public Safety Department alongside police and fire professionals.

The police and mental health professionals from Canvas Health will work together to provide a co-response model that will be used to de-escalate situations and provide immediate resources and long-term follow-up and resolution. The goal is to create safer and more effective strategies for addressing mental health crises and other nonviolent emergencies in the community. With the successful implementation of this program, it will reduce the need for force, increase community engagement and trust, and provide our staff with other resources to solve problems.

An agreement between Canvas Health and the City of Fridley was drafted and reviewed by the City Attorney.

Financial Impact

The costs associated with the embedded social worker program are entirely covered by grant funds.

Vision Statement

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

Recommendation

Staff recommend the approval of Resolution No. 2024-14, Approving an Agreement Between the City of Fridley and Canvas Health to Create an Embedded Social Worker Program.

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. 2024-14
- Agreement Between the City of Fridley and Canvas Health

Vision Statement

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

Resolution No. 2024-14

Approving an Agreement Between the City of Fridley and Canvas Health to Create an Embedded Social Worker Program

Whereas, Fridley Public Safety was awarded a federal grant from the U.S. Department of Justice through the Office of Community Oriented Policing Services (COPS) to create an embedded social worker program; and

Whereas, the embedded social worker program will fully fund a full-time mental health professional within the Police Division to respond with police officers to calls involving persons who are in crisis and in need of additional resources; and

Whereas, Canvas Health will provide a qualified mental health professional who will work within the Public Safety Department alongside police and fire professionals; and

Whereas, Public Safety staff and mental health professionals will work together to de-escalate situations and provide immediate resources and long-term follow-up and resolution; and

Whereas, a successful implementation of this program will reduce the need for force, increase community engagement and trust, and provide Public Safety staff with other resources to solve problems; and

Whereas, an agreement between the City and Canvas Health has been drafted and reviewed.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby supports the agreement with Canvas Health for the creation of an embedded social worker program.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

**CONTRACT BETWEEN THE CITY OF FRIDLEY
AND CANVAS HEALTH, INC.**

THIS AGREEMENT is made and entered into by and between the City of Fridley, a Minnesota municipal corporation, 7071 University Ave, MN 55432 (hereinafter referred to as the “CITY”) and Canvas Health, Inc., a Minnesota nonprofit corporation (hereinafter referred to as the “CONTRACTOR”), 7066 Stillwater Blvd North, Oakdale, MN 55128.

WHEREAS, the CONTRACTOR warrants that it is appropriately qualified, licensed and based upon training in areas specifically related to providing mental health, substance use, and crisis services; and

WHEREAS, the CITY wishes to purchase the services of the CONTRACTOR to develop and provide a collaborative crisis intervention response program, and

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the CITY, through its Public Safety Department, and the CONTRACTOR agree as follows:

I. Term of Agreement.

The CONTRACTOR agrees to furnish services to the benefit of the CITY during the period commencing **January 1, 2024** (the “Effective Date”), and terminating on the earlier of the following: 1) **December 31, 2026**; or 2) two years from the first date the CONTRACTOR’s mental health professional is on-site at the CITY. For the avoidance of doubt, the Parties acknowledge and agree that this Agreement will automatically terminate on the date that is two years from the first day the mental health professional is on-site without further action by either party, unless otherwise agreed to in writing by the Parties.

II. Services to be Provided and Reporting.

A. The CONTRACTOR will provide one mental health professional or clinical trainee who will be stationed at the CITY’S Public Safety Department to respond with police officers and/or community health workers to individuals who are deemed to be experiencing a mental health or substance use crisis and need resources, coordination of care, and outreach. The CONTRACTOR’S mental health staff is an extension of mobile mental health crisis services and will work alongside the Public Safety Department to de-escalate situations, as well as to connect individuals in need with support resources and provide follow-up.

B. The CONTRACTOR performs intensive mental health services. These positions are collaborative in nature and requires working closely and being sensitive to relationships with local schools, court services, private providers, outside resources and internal programs at Fridley, Anoka County, and Canvas Health. The services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

C. The CONTRACTOR will be solely responsible for providing mental health clinical and administrative supervision of the mental health professional or practitioner.

D. The CITY and the CONTRACTOR will oversee development and implementation of the program, the record keeping functions, and measurement of program outcomes.

E. As this contract concludes, the CITY and the CONTRACTOR will evaluate the service and determine steps to continue this service if desired.

III. Cost of the Agreement/Billing Instructions.

Services will be billed by actual costs incurred and hours worked quarterly by the CONTRACTOR on behalf of the CITY but not to exceed the total contracted amount of \$237,449.07 between January 1, 2024 and December 31, 2026, or two years from the start date of contracted mental health professional, whichever occurs first.

This service is considered an extension of the Mobile Mental Health Crisis Services operated by the CONTRACTOR for which CONTRACTOR is responsible for providing mental health assessment, consultation, coordination of care, and outreach. Where possible the CONTRACTOR may bill a client's Medicaid, Prepaid Medical Assistance Programs (PMAP), Medicare, or other third-party health insurance for certain designated services to the extent that the client has coverage and to the extent that the client is willing to provide the CONTRACTOR their insurance information for billing purposes. The CONTRACTOR may retain these revenues to offset the total cost of providing the services described in this Agreement with the understanding that the anticipated volume is low. |

IV. Payment for Services.

Payment for services shall be made directly by the CITY to the CONTRACTOR within 35 days of CITY'S receipt of an itemized invoice from the CONTRACTOR that is emailed to AP@FridleyMN.gov, pursuant to Minnesota Statutes Section 471.425, Subd. 2. The CONTRACTOR shall reach out to the CITY to provide its information so that it may be established as a vendor prior to requesting any payment.

V. Indemnification and Insurance.

A. The CONTRACTOR agrees that in order to protect itself as well as the CITY, it will at all times during the term of this Agreement keep in force a general commercial liability insurance policy. The insurance policy must meet the tort liability limits under Minnesota Statutes, Sections 3.736 and 466.04.

B. Any insurance policy obtained and maintained under this Section shall provide that it shall not be cancelled, materially changed, or not renewed without 60 days' prior notice thereof to the CITY.

C. Prior to the Effective Date of this Agreement, and as a condition precedent to this Agreement, the CONTRACTOR will furnish the CITY with a current Certificate of Insurance.

D. The CONTRACTOR and subcontractors of the CONTRACTOR shall indemnify, defend, and hold harmless the CITY and its officials, employees, contractors, and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by the CONTRACTOR, engaged by the CONTRACTOR in the performance of the services pursuant to this Agreement.

VI. Compliance with Laws/Standards.

- A.** The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
- B.** The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the subject matter thereof for which the CONTRACTOR is responsible.
 - 1. By signing this Agreement, the CONTRACTOR certifies that it and its principals and its employees: Are not presently banned, suspended, proposed for banning, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or city; and have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - 2. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 4. Are not aware of any information and possess no knowledge that any sub-contractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
 - 5. The CONTRACTOR shall immediately give written notice to the CITY should the CONTRACTOR or employees of the CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

VII. Conditions of CONTRACTORS' and CITY'S Obligations.

- A.** The CONTRACTOR agrees to inform the CITY of changes in its ownership, organizational structure, board of director membership, and/or chief executive or chief operating officers within thirty (30) days of occurrence.
- B.** It is understood and agreed that in the event the funding to the CITY from State, Federal, or sources is not obtained and continued at a level sufficient to allow for the purchase of

the indicated quantity of services to be provided by the CONTRACTOR under this Agreement, this Agreement may be terminated by either party.

- C. The CONTRACTOR must provide at least 10 days' prior notification to the CITY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of services to be performed by the CONTRACTOR under this Agreement. Upon such notification, the City must determine whether such inability will require modification or termination of the Agreement.
- D. Either party may terminate this Agreement without cause upon giving the other party ninety (90) days' written notice.
- E. The CITY will compensate CONTRACTOR for services specified in this Agreement that have been delivered by CONTRACTOR. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- F. CITY agrees to provide CONTRACTOR's staff with an appropriate workstation/space, suitable for a work environment. Such space will include access to a telephone, a computer with internet access, a desk and chair, and basic office supplies.
- G. If the CITY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Agreement, the CITY may immediately terminate this Agreement for cause effective once notice has been provided to the CONTRACTOR's designated agent in Section XV of this Agreement.

VIII. Independent Contractor.

- A. The CONTRACTOR and its employees, subcontractors, and agents are an independent contractor and neither the position nor the work of the CONTRACTOR or its employees, subcontractors, or agents shall cause the CONTRACTOR, its employees, subcontractors, or agents to be construed as an employee of the CITY in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services under this Agreement.
- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by CITY employees and is not eligible for workers' or unemployment compensation benefits.
- C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or for Federal income taxes, FICA, FUTA, or otherwise, will be made by the CITY from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

IX. Data Practices.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the CONTRACTOR because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or

other Federal regulations on data privacy. The CONTRACTOR must immediately report to the CITY any requests from third parties for information related to this Agreement including arising out of the services being performed by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR agrees to promptly respond to inquiries from the CITY concerning data requests.

X. Records-Availability and Retention.

- A. Pursuant to Minnesota Statute Section 16C.05 subd.5, the CONTRACTOR agrees that the CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Agreement.
- B. The CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Agreement.
- C. Client records will be in the possession of the CITY. They will be made available for view for the purposes of facilitating supervision by the CONTRACTOR.

XI. Audit and Record Disclosures.

The CONTRACTOR agrees to:

- A. Maintain all records pertaining to the Agreement at address of CONTRACTOR for six (6) years for audit purposes.
- B. The CONTRACTOR must provide the CITY with program expenditures as requested.

XII. Contractor Qualifications and Training.

- A. The CONTRACTOR agrees to use only qualified personnel to provide any services provided by the CONTRACTOR under this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the CONTRACTOR's staff training plan shall be provided by the CONTRACTOR to the CITY upon request.
- D. A background check satisfactory to the CITY must be performed by the CONTRACTOR on all of the CONTRACTOR's employees prior to hire.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under

Minnesota Statutes Section 626B.02, subd. 11.

F. The CONTRACTOR must follow all reporting requirements of Minnesota Statutes Chapter 626B and any other applicable statutes.

XIII. Subcontracting.

The CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the CITY and subject to such conditions and provisions as the CITY may deem necessary. With regard to any subcontractors so retained, the CONTRACTOR shall be responsible for their performance under this Agreement and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes Section 471.425.

XIV. Nondiscrimination.

During the performance of this Agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, sexual orientation, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

XV. Representatives.

The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the CITY, the authorized representative shall have only the authority specifically granted to that person by the City Council. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

City Designee	Ryan George, Director of Public Safety Fridley Public Safety Department 7071 University Avenue, NE Fridley, MN 55432
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Contractor Designee	Dr. Khu Thao Chief Executive Officer Canvas Health 7066 Stillwater Blvd. North Oakdale, MN 55128 651-251-5042
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XVI. Modifications.

Any alterations, variations modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced in writing, duly signed, and attached to the original of this Agreement.

No claim for services furnished by the CONTRACTOR not specifically provided in this Agreement will be allowed by the CITY nor must the CONTRACTOR do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the CITY. Such approval shall be considered a modification of the Agreement.

IN WITNESS THEREOF, the CITY and the CONTRACTOR, each intending to be bound by this Agreement, effective January 1, 2024 irrespective of the dates of the signatures, certifies that the appropriate person have executed the Contract, as required by applicable articles, by-laws resolutions and ordinances.

City of Fridley

Canvas Health, Inc.

BY: _____

BY: _____

DATED: _____

DATED: _____

By: _____

DATED: _____



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Melissa Moore, City Clerk/Communications Manager

Title

Resolution No. 2024-15, Appointing Election Judges for the 2024 Election Year

Background

Section 4.05 of the Fridley City Charter and Minnesota Statute § 204B.21 requires the City Council (Council) to appoint Election Judges to administer election activities in each of the City's 10 polling locations on Election Day. This year the City will administer three elections:

- Presidential Nominating Primary on March 5
- State Primary on August 13
- General Election on November 5.

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

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

Financial Impact

Anticipated in the 2024 City Budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-15, Appointing Election Judges for the 2024 Election Year.

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 checked="" type="checkbox"/> Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2024-15

Vision Statement

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

Resolution No. 2024-15

Appointing Election Judges for the 2024 Election Year

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

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

Now therefore be it resolved, the City Council of the City of Fridley hereby appoints the following individuals to act as Election Judges for municipal elections in the City of Fridley in 2024:

Tara Anderson-Huberty	Donna Bahls
Jerold Bahls	Douglas Becklin
Alex Behling	Margaret Betzold
Don Blakeslee	Mary Blashill
Brendan Bremener	Dorothy Brutlag
Stacy Bush	Shirley Chapman
Angela Clarke	Mark Corless
Russell Cramer	Bee Davidson
Anna Disco	Anne Dreblow
Justin Dritz	Kristina Eaton
Barb Ernster	Alan Fiene
Donald Findell	Darlene Folger
Therese Frederick	Kathy Garman
Keith Girtz	Judith Green
Rachel Haemig-Lehman	Samantha Hanson
Catherine Harrington	Terry Harstad
Katherine Hebert	Doris Heilman
Franklin Heller	Phyllis Hildreth
Robert Hosman	Teresa Hub
Wendy Jagt	Matt Jorgenson
Rachel Jorgenson	Colleen Kennedy
Renate Koppes	Londa Kroone
LaVonne Kulseth	Aaron Kurrell
Amy LaMere	John Larsen
Erin Larson	Gina Larson
Kyle Larson	Joyce Lloyd
Randall Lohmer	Michael Magistad
Patricia McGrath	Joseph McHugo
Judith McHugo	Angela McShane
Glenn Middendorp	Christopher Moore
Linda Munson	Lynn Nehring

Arnold Nelson
 Susan Okeson
 Jennifer Ollila
 Alan Patchin
 Elaine Pitezal
 Anna Pribula
 Robert Redman
 William Rust
 Donna Siedlecki
 Brenda Smith
 Cal Strelau
 Susan Tienter
 Jennifer Tudor
 Dolores Varichak
 Charlene Wade
 Joyce Windsperger-Rubio
 Brent Younkin
 Judith Zerby

Layla Nereson
 Oluwaseyi Olawore
 Michael Papillon
 Aaron Peterson
 Bruce Pomerantz
 Marjie Rathke
 Wilson Robert
 Jennifer Schneider
 Mary Simms
 Christopher Squires
 Ron Thureen
 Jodi Toupal
 Jeannie Ubel
 Stephen Varichak
 Kate Wesselink
 Beverly Wuertz
 David Zerby

Now therefore be it resolved, the individuals listed in this resolution are hereby appointed to the role of Election Judge to administer elections in the City of Fridley for the Presidential Nominating Primary on March 5, 2024, the State Primary on August 13, 2024 and the General Election on November 5, 2024.

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

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Resolution 2024-13, Approving City Licenses

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 and Temporary Lawful Gambling permits.

The City received an application from Jo Young of the Fridley Lions for a Temporary Intoxicating Liquor Permit for an event to be held February 24, 2024 at Banquets of Minnesota.

The City received an application from Evan Newton of Capable Partners for a Lawful Gambling permit for a Raffle event to be held at Banquets of Minnesota on March 2, 2024.

Staff have performed the required verification steps spelled out in Chapter 603 (Intoxicating Liquor) and Chapter 30 (Lawful Gambling) 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 and Lawful Gambling Permit.

Financial Impact

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

Recommendation

Staff recommend the approval of Resolution No. 2024-13, Approving City Licenses.

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. 2024-13

Vision Statement

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

Resolution No. 2024-13

Approving Temporary Intoxicating Liquor Permit for Fridley Lions Club and Temporary Lawful Gambling Permit for Capable Partners

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 Section 603 of Code, the City Council shall approve liquor licenses and permits; and

Whereas, a Temporary Intoxicating Liquor permit application was submitted by Jo Young for an event to be held at Banquets of Minnesota on February 24, 2024; and

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

Whereas, a Temporary Lawful Gambling permit application was submitted by Evan Newton for a raffle event to be held at Banquets of Minnesota on March 2, 2024; and

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

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

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the Temporary Permit for Intoxicating Liquor and the Temporary Lawful Gambling permit to be issued to Jo Young and Evan Newton for events to be held on February 24, 2024 and March 2, 2024 respectively.

Liquor

Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Temporary Intoxicating Liquor Permit	Jo Young, Lions Club of Fridley	<ul style="list-style-type: none"> City Clerk Public Safety 	Chapter 603	M.S. § 340A

Gambling

Type of License	Applicant	Staff Approval	City Code	Minnesota Statute
Temporary Lawful Gambling Permit	Evan Newton, Capable Partners	<ul style="list-style-type: none"> City Clerk Public Safety 	Chapter 30	M.S. § 349.166

Passed and adopted by the City Council of the City of Fridley this 22nd day of January.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2024-12, Approving Claims for the Period Ending January 17, 2024

Background

Attached is Resolution No. 2024-12 and the claims report for the period ending January 17, 2024.

Financial Impact

Included in the budget.

Recommendation

Staff recommend the approval of Resolution No. 2024-12, Approving Claims for the Period Ending January 17, 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. 2024-12
- City Council Claims Report

Vision Statement

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

Resolution No. 2024-12**Approving Claims for the Period Ending January 17, 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 January 17, 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 22nd day of January, 2024.

Scott J. Lund - Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 9.

Bank Transaction Report

Transaction Detail

Issued Date Range: 01/04/2024 - 01/17/2024

Cleared Date Range: -

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
Bank Draft							
01/05/2024		DFT0004754	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-2,742.99
01/05/2024		DFT0004755	EMPOWER RETIREMENT (for MN/MSRS)	Accounts Payable	Outstanding	Bank Draft	-1,434.86
01/05/2024		DFT0004756	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-20,681.15
01/05/2024		DFT0004757	CITY OF FRIDLEY-MISSION SQUARE-457 Def.Comp	Accounts Payable	Outstanding	Bank Draft	-4,453.46
01/05/2024		DFT0004759	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-363.48
01/05/2024		DFT0004761	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-4,646.65
01/05/2024		DFT0004762	OPTUM BANK (HSA)	Accounts Payable	Outstanding	Bank Draft	-2,860.66
01/05/2024		DFT0004763	MINN DEPT OF REVENUE - Payroll Garnishments	Accounts Payable	Outstanding	Bank Draft	-50.61
01/05/2024		DFT0004764	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-45,159.35
01/05/2024		DFT0004765	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-164.46
01/05/2024		DFT0004766	PERA - PUBLIC EMPLOYEES	Accounts Payable	Outstanding	Bank Draft	-61,884.64
01/05/2024		DFT0004767	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-75.00
01/05/2024		DFT0004768	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-2,475.00
01/05/2024		DFT0004769	CITY OF FRIDLEY-MISSION SQUARE RHS Retiree Health Savi	Accounts Payable	Outstanding	Bank Draft	-600.00
01/05/2024		DFT0004770	CITY OF FRIDLEY-MISSION SQUARE Roth IRA	Accounts Payable	Outstanding	Bank Draft	-4,786.93
01/05/2024		DFT0004771	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Bank Draft	-950.00
01/05/2024		DFT0004772	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-44,594.98
01/05/2024		DFT0004773	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-16,526.10
01/05/2024		DFT0004774	MINN DEPT OF REVENUE - PAYROLL TAX	Accounts Payable	Outstanding	Bank Draft	-23,927.45
01/05/2024		DFT0004775	INTERNAL REVENUE SERVICE - PAYROLL TAXES	Accounts Payable	Outstanding	Bank Draft	-51,414.53
Bank Draft Total: (20)							-289,792.30
Check							
01/04/2024		203162	56 BREWING LLC	Accounts Payable	Outstanding	Check	-487.00
01/04/2024		203163	AM CRAFT SPIRITS SALES	Accounts Payable	Outstanding	Check	-116.01
01/04/2024		203164	ARTISAN BEER COMPANY	Accounts Payable	Outstanding	Check	-4,183.85
01/04/2024		203165	BELLBOY CORPORATION	Accounts Payable	Outstanding	Check	-4,044.43
01/04/2024		203166	BETTER BEV CO	Accounts Payable	Outstanding	Check	-46.00
01/04/2024		203167	BREAKTHRU BEVERAGE BEER LLC	Accounts Payable	Outstanding	Check	-88,928.85
01/04/2024		203168	BREAKTHRU BEVERAGE WINE & SPIRITS	Accounts Payable	Outstanding	Check	-19,220.89
01/04/2024		203169	CAPITOL BEVERAGE SALES	Accounts Payable	Outstanding	Check	-39,506.98
01/04/2024		203170	CLEAR RIVER BEVERAGE	Accounts Payable	Outstanding	Check	-1,028.70
01/04/2024		203171	DUAL CITIZEN BREWING CO	Accounts Payable	Outstanding	Check	-319.00
01/04/2024		203172	FLAHERTYS HAPPY TYME CO	Accounts Payable	Outstanding	Check	-234.00
01/04/2024		203173	HOHENSTEINS INC	Accounts Payable	Outstanding	Check	-8,434.40
01/04/2024		203174	INBOUND BREWCO	Accounts Payable	Outstanding	Check	-223.50

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/04/2024		203175	INSIGHT BREWING COMPANY	Accounts Payable	Outstanding	Check	-92.20
01/04/2024		203176	JOHNSON BROTHERS LIQUOR	Accounts Payable	Outstanding	Check	-83,373.60
01/04/2024		203177	MATTSON ICE	Accounts Payable	Outstanding	Check	-308.20
01/04/2024		203178	MEGA BEER LLC	Accounts Payable	Outstanding	Check	-1,218.83
01/04/2024		203179	MILK AND HONEY CIDERS	Accounts Payable	Outstanding	Check	-631.00
01/04/2024		203180	MOOSE LAKE BREWING COMPANY	Accounts Payable	Outstanding	Check	-348.00
01/04/2024		203181	OLD WORLD BEER	Accounts Payable	Outstanding	Check	-973.51
01/04/2024		203182	PAUSTIS WINE COMPANY	Accounts Payable	Outstanding	Check	-1,509.00
01/04/2024		203183	PEPSI BEVERAGES CO	Accounts Payable	Outstanding	Check	-424.50
01/04/2024		203184	PHILLIPS WINE & SPIRITS	Accounts Payable	Outstanding	Check	-16,884.27
01/04/2024		203185	PRYES BREWING	Accounts Payable	Outstanding	Check	-300.00
01/04/2024		203186	SOUTHERN WINE / SOUTHERN GLAZERS	Accounts Payable	Outstanding	Check	-12,984.53
01/04/2024		203187	SP3 LLC - PEQUOD DISTRIBUTING	Accounts Payable	Outstanding	Check	-584.02
01/04/2024		203188	TECHACUMEN INC	Accounts Payable	Outstanding	Check	-41.25
01/04/2024		203189	UNMAPPED BREWING CO	Accounts Payable	Outstanding	Check	-224.00
01/04/2024		203190	VINOCOPIA INC	Accounts Payable	Outstanding	Check	-6,385.17
01/04/2024		203191	WINE COMPANY	Accounts Payable	Outstanding	Check	-544.10
01/04/2024		203192	WINE MERCHANTS	Accounts Payable	Outstanding	Check	-4,228.50
01/04/2024		203193	WINEBOW	Accounts Payable	Outstanding	Check	-1,951.00
01/04/2024		203194	Z WINES USA	Accounts Payable	Outstanding	Check	-197.00
01/05/2024	01/03/2024	27	27	Payroll	Cleared	Check	0.00
01/10/2024		203195	MERVAT FOUAD	Utility Billing	Outstanding	Check	-174.44
01/10/2024		203196	BOLIN, PAUL	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203197	CAHILL, DAN	Accounts Payable	Outstanding	Check	-100.00
01/10/2024		203198	FABER, PATRICK	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203199	FISCHER, KAREN	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203200	GNADKE, OLIVIA	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203201	HELLEGERS, BECCA	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203202	JOHNSON, KORRIE	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203203	KNAEBLE, NICHOLAS	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203204	KONDRICK, BETH	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203205	LANGE, JAMES	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203206	MONSRUD, STEVEN	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203207	MOORE, MELISSA	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203208	STARKS, JOE	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203209	STROMBERG, STACY	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203210	TIREVOLD, GREG	Accounts Payable	Outstanding	Check	-100.00
01/10/2024		203211	TODD, ANDREW	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203212	WORKIN, RACHEL	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203213	ZIKMUND, MADDISON	Accounts Payable	Outstanding	Check	-150.00
01/10/2024		203214	ACOUSTICS ASSOCIATES INC	Accounts Payable	Outstanding	Check	-386.65
01/10/2024		203215	ALTERNATIVE BUSINESS FURNITURE INC	Accounts Payable	Outstanding	Check	-44,768.95
01/10/2024		203216	AMERICAN TEST CENTER	Accounts Payable	Outstanding	Check	-1,261.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/10/2024		203217	ANOKA COUNTY PROP RECORDS/TAXATION	Accounts Payable	Outstanding	Check	-250.00
01/10/2024		203218	ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-142.90
01/10/2024		203219	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-2,178.16
01/10/2024		203220	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-187.26
01/10/2024		203221	ASTLEFORD INTERNATIONAL TRUCKS	Accounts Payable	Outstanding	Check	-18.44
01/10/2024		203222	BEISSWENGER'S HARDWARE	Accounts Payable	Outstanding	Check	-21.56
01/10/2024		203223	BENEFIT RESOURCE LLC - BPA/VEBA	Accounts Payable	Outstanding	Check	-539.00
01/10/2024		203224	BIRCH TREE CARE LLC	Accounts Payable	Outstanding	Check	-17,807.16
01/10/2024		203225	CARE RESOURCE CONNECTION	Accounts Payable	Outstanding	Check	-1,000.00
01/10/2024		203226	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-111.50
01/10/2024		203227	CENTRAL ROOFING COMPANY	Accounts Payable	Outstanding	Check	-1,250.00
01/10/2024		203228	CENTURY LINK	Accounts Payable	Outstanding	Check	-2,039.67
01/10/2024		203229	CHRISTENSON, MARY	Accounts Payable	Outstanding	Check	-1,000.00
01/10/2024		203230	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-424.36
01/10/2024		203231	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-1,148.70
01/10/2024		203232	COSTAR REALTY INFORMATION	Accounts Payable	Outstanding	Check	-449.35
01/10/2024		203233	CULLIGAN	Accounts Payable	Outstanding	Check	-126.45
01/10/2024		203234	CUSTOM DRYWALL	Accounts Payable	Outstanding	Check	-16,387.50
01/10/2024		203235	DEM-CON COMPANIES LLC	Accounts Payable	Outstanding	Check	-664.89
01/10/2024		203236	EBERT COMPANIES	Accounts Payable	Outstanding	Check	-430,984.88
01/10/2024		203237	EMERGENCY AUTOMOTIVE TECHNOLOGIES	Accounts Payable	Outstanding	Check	-11,738.32
01/10/2024		203238	FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	-1,500.00
01/10/2024		203239	FIRE SAFETY USA	Accounts Payable	Outstanding	Check	-4,457.80
01/10/2024		203240	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-11.43
01/10/2024		203241	GOPHER STATE ONE-CALL INC	Accounts Payable	Outstanding	Check	-137.70
01/10/2024		203242	GRAPHIC SOLUTIONS GROUP INC	Accounts Payable	Outstanding	Check	-603.41
01/10/2024		203243	HAJDER, TYLER	Accounts Payable	Outstanding	Check	-161.50
01/10/2024		203244	HEALTH PARTNERS	Accounts Payable	Outstanding	Check	-2,469.00
01/10/2024		203245	HEALTHSOURCE SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-2,625.00
01/10/2024		203246	HIRERIGHT LLC	Accounts Payable	Outstanding	Check	-11.40
01/10/2024		203247	HOLMES REPAIR LLC	Accounts Payable	Outstanding	Check	-1,048.00
01/10/2024		203248	IDENTISYS INC	Accounts Payable	Outstanding	Check	-222.16
01/10/2024		203249	JASONS JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-3,100.00
01/10/2024		203250	JOHN HENRY FOSTER	Accounts Payable	Outstanding	Check	-437.98
01/10/2024		203251	K & S ENGRAVING LLC	Accounts Payable	Outstanding	Check	-114.50
01/10/2024		203252	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-5,420.00
01/10/2024		203253	LEPAGE & SONS	Accounts Payable	Outstanding	Check	-1,319.20
01/10/2024		203254	MAC QUEEN EMERGENCY	Accounts Payable	Outstanding	Check	-520.25
01/10/2024		203255	MANSFIELD OIL COMPANY	Accounts Payable	Outstanding	Check	-13,522.57
01/10/2024		203256	MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-312.26
01/10/2024		203257	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-93.42
01/10/2024		203258	METERING & TECHNOLOGY SOLUTIONS	Accounts Payable	Outstanding	Check	-3,286.46
01/10/2024		203259	METRO-INET	Accounts Payable	Outstanding	Check	-4,964.00

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/10/2024		203260	MINN CHIEFS OF POLICE ASSOC	Accounts Payable	Outstanding	Check	-795.00
01/10/2024		203261	MINN FIRE SERVICE CERT BOARD	Accounts Payable	Outstanding	Check	-152.25
01/10/2024		203262	MINNEAPOLIS SAW INC	Accounts Payable	Outstanding	Check	-199.99
01/10/2024		203263	MINNESOTA METRO NORTH TOURISM BUREAU	Accounts Payable	Outstanding	Check	-7,869.43
01/10/2024		203264	MODERN PIPING INC	Accounts Payable	Outstanding	Check	-40,880.87
01/10/2024		203265	NEO ELECTRICAL SOLUTIONS LLC	Accounts Payable	Outstanding	Check	-38,190.00
01/10/2024		203266	NEW BRIGHTON, CITY OF	Accounts Payable	Outstanding	Check	-883.79
01/10/2024		203267	NFP INSURANCE SERVICES INC	Accounts Payable	Outstanding	Check	-671.25
01/10/2024		203268	NORTHERN TOOL & EQUIPMENT	Accounts Payable	Outstanding	Check	-2,707.49
01/10/2024		203269	OERTEL ARCHITECTS	Accounts Payable	Outstanding	Check	-6,115.28
01/10/2024		203270	PAINTING BY NAKASONE INC	Accounts Payable	Outstanding	Check	-4,750.00
01/10/2024		203271	PETERSON COMPANIES INC	Accounts Payable	Outstanding	Check	-15,587.81
01/10/2024		203272	POLY-TECH AMERICA LLC	Accounts Payable	Outstanding	Check	-527.93
01/10/2024		203273	POMP'S TIRE SERVICE INC	Accounts Payable	Outstanding	Check	-694.63
01/10/2024		203274	PREMIUM WATERS INC	Accounts Payable	Outstanding	Check	-98.88
01/10/2024		203275	QP MARKETING	Accounts Payable	Outstanding	Check	-1,069.10
01/10/2024		203276	QUADIENT FINANCE USA INC	Accounts Payable	Outstanding	Check	-900.00
01/10/2024		203277	QUALITY REFRIGERATION SERVICE	Accounts Payable	Outstanding	Check	-362.22
01/10/2024		203278	RANGE RENOVATION CONSULTING INC	Accounts Payable	Outstanding	Check	-6,995.00
01/10/2024		203279	REPUBLIC SERVICES #899	Accounts Payable	Outstanding	Check	-24,099.40
01/10/2024		203280	REVSPRING INC	Accounts Payable	Outstanding	Check	-2,054.01
01/10/2024		203281	SHRED RIGHT	Accounts Payable	Outstanding	Check	-66.14
01/10/2024		203282	SMITH, MICHAEL	Accounts Payable	Outstanding	Check	-25.69
01/10/2024		203283	STAR TRIBUNE	Accounts Payable	Outstanding	Check	-319.19
01/10/2024		203284	STIMEY ELECTRIC	Accounts Payable	Outstanding	Check	-108.75
01/10/2024		203285	STREFF, KEITH	Accounts Payable	Outstanding	Check	-200.00
01/10/2024		203286	STREICHER'S	Accounts Payable	Outstanding	Check	-527.88
01/10/2024		203287	SUMMIT COMPANIES	Accounts Payable	Outstanding	Check	-12,936.15
01/10/2024		203288	SUN BADGE CO	Accounts Payable	Outstanding	Check	-367.25
01/10/2024		203289	TC WINTER SERVICES	Accounts Payable	Outstanding	Check	-2,350.00
01/10/2024		203290	TIMESAVER OFF SITE SECRETARIAL INC	Accounts Payable	Outstanding	Check	-310.00
01/10/2024		203291	UNITED GLASS INC	Accounts Payable	Outstanding	Check	-14,374.45
01/10/2024		203292	VECTOR/TARGET SOLUTIONS LEARNING	Accounts Payable	Outstanding	Check	-3,460.81
01/10/2024		203293	VEIT & COMPANY INC	Accounts Payable	Outstanding	Check	-30,300.51
01/10/2024		203294	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-480.12
01/10/2024		203295	VISUAL LABS INC	Accounts Payable	Outstanding	Check	-885.00
01/10/2024		203296	WESTBROOK, THOMAS	Accounts Payable	Outstanding	Check	-197.98
01/10/2024		203297	WTG TERRAZZO & TILE INC	Accounts Payable	Outstanding	Check	-11,043.75
01/10/2024		203298	XCEL ENERGY	Accounts Payable	Outstanding	Check	-31.73
01/10/2024		203299	ZERO9 HOLSTERS	Accounts Payable	Outstanding	Check	-1,136.70
01/10/2024		203300	SIERRA & GREGORY AUSTIN	Utility Billing	Outstanding	Check	-174.82
01/17/2024		203301	STEVE BAXTER	Utility Billing	Outstanding	Check	-83.07
01/17/2024		203302	BENGT T MONSON	Utility Billing	Outstanding	Check	-209.14

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/17/2024		203303	CTW GROUP INC	Utility Billing	Outstanding	Check	-38.01
01/17/2024		203304	PAMELA MCGUIRE	Utility Billing	Outstanding	Check	-179.57
01/17/2024		203305	MARIA ALVARADO	Utility Billing	Outstanding	Check	-28.75
01/17/2024		203306	JAMES MCCONNELL	Utility Billing	Outstanding	Check	-92.28
01/17/2024		203307	PAUL WESTBY	Utility Billing	Outstanding	Check	-288.97
01/17/2024		203308	THE ESTATE OF RICHARD STORLA	Utility Billing	Outstanding	Check	-76.38
01/17/2024		203309	ARTIOM LOGHINOV	Utility Billing	Outstanding	Check	-10.62
01/17/2024		203310	PHILLIP BODLTER	Utility Billing	Outstanding	Check	-584.10
01/17/2024		203311	ALLINA HEALTH SYSTEM	Accounts Payable	Outstanding	Check	-450.00
01/17/2024		203312	ANOKA COUNTY CHIEFS OF POLICE ASSOC	Accounts Payable	Outstanding	Check	-1,062.00
01/17/2024		203313	ANOKA COUNTY TREASURY OFFICE	Accounts Payable	Outstanding	Check	-1,175.00
01/17/2024		203314	ARAMARK UNIFORM SERVICES	Accounts Payable	Outstanding	Check	-182.25
01/17/2024		203315	ASPEN MILLS INC	Accounts Payable	Outstanding	Check	-142.45
01/17/2024		203316	ASSOC OF MINNESOTA COUNTIES-MCCFMA	Accounts Payable	Outstanding	Check	-350.00
01/17/2024		203317	AUTONATION FORD WHITE BEAR LAKE	Accounts Payable	Outstanding	Check	-1,542.16
01/17/2024		203318	BATTERIES PLUS	Accounts Payable	Outstanding	Check	-735.05
01/17/2024		203319	BLAINE AREA PET HOSPITAL	Accounts Payable	Outstanding	Check	-158.13
01/17/2024		203320	BREDEMUS HARDWARE CO INC	Accounts Payable	Outstanding	Check	-52,218.40
01/17/2024		203321	CEDAR CREEK ENERGY	Accounts Payable	Outstanding	Check	-5,000.00
01/17/2024		203322	CENTERPOINT ENERGY-MINNEGASCO	Accounts Payable	Outstanding	Check	-18.53
01/17/2024		203323	CMT JANITORIAL SERVICES	Accounts Payable	Outstanding	Check	-2,863.00
01/17/2024		203324	COMCAST/XFINITY	Accounts Payable	Outstanding	Check	-315.89
01/17/2024		203325	COON RAPIDS, CITY OF	Accounts Payable	Outstanding	Check	-31,186.05
01/17/2024		203326	CORE & MAIN LP	Accounts Payable	Outstanding	Check	-1,001.53
01/17/2024		203327	CORPORATE 4 INSURANCE AGENCY	Accounts Payable	Outstanding	Check	-5,850.00
01/17/2024		203328	DELEGARD TOOL CO	Accounts Payable	Outstanding	Check	-906.15
01/17/2024		203329	EDEN PRAIRIE, CITY OF	Accounts Payable	Outstanding	Check	-9,653.00
01/17/2024		203330	FAUL PSYCHOLOGICAL PLLC	Accounts Payable	Outstanding	Check	-650.00
01/17/2024		203331	FLOCK SAFETY	Accounts Payable	Outstanding	Check	-9,450.00
01/17/2024		203332	FOREST LAKE CONTRACTING	Accounts Payable	Outstanding	Check	-10,022.96
01/17/2024		203333	GENUINE PARTS CO/NAPA	Accounts Payable	Outstanding	Check	-288.90
01/17/2024		203334	GRAPHIC SOLUTIONS GROUP INC	Accounts Payable	Outstanding	Check	-456.41
01/17/2024		203335	HAMMER SPORTS LLC	Accounts Payable	Outstanding	Check	-408.00
01/17/2024		203336	HAWKINS INC	Accounts Payable	Outstanding	Check	-11,037.10
01/17/2024		203337	HOISINGTON KOEGLER/HKGI	Accounts Payable	Outstanding	Check	-2,325.00
01/17/2024		203338	INNOVATIVE OFFICE SOLUTIONS	Accounts Payable	Outstanding	Check	-54.04
01/17/2024		203339	LEAGUE OF MINNESOTA CITIES	Accounts Payable	Outstanding	Check	-15.00
01/17/2024		203340	LEAGUE OF MN CITIES INS TRUST	Accounts Payable	Outstanding	Check	-51,694.00
01/17/2024		203341	LOFFLER COMPANIES-131511	Accounts Payable	Outstanding	Check	-118.92
01/17/2024		203342	MANSFIELD OIL COMPANY	Accounts Payable	Outstanding	Check	-13,694.56
01/17/2024		203343	MARTIN MARIETTA	Accounts Payable	Outstanding	Check	-496.02
01/17/2024		203344	MC TOOL & SAFETY	Accounts Payable	Outstanding	Check	-117.00
01/17/2024		203345	MENARDS - FRIDLEY	Accounts Payable	Outstanding	Check	-27.80

Bank Transaction Report

Issued Date Range

Issued Date	Cleared Date	Number	Description	Module	Status	Type	Amount
01/17/2024		203346	MINN DEPT OF LABOR & INDUSTRY	Accounts Payable	Outstanding	Check	-1,909.24
01/17/2024		203347	MINN DEPT OF NATURAL RESOURCES-OMB	Accounts Payable	Outstanding	Check	-250.00
01/17/2024		203348	MINN DEPT OF PUBLIC SAFETY-DVS RENEWALS	Accounts Payable	Outstanding	Check	-21.25
01/17/2024		203349	NASH, ANTHONY	Accounts Payable	Outstanding	Check	-175.99
01/17/2024		203350	NUSS TRUCK AND EQUIPMENT	Accounts Payable	Outstanding	Check	-620.14
01/17/2024		203351	NYKANEN, ANDREW	Accounts Payable	Outstanding	Check	-3,904.00
01/17/2024		203352	PAPCO INC	Accounts Payable	Outstanding	Check	-7,600.00
01/17/2024		203353	PLAISTED COMPANIES - C5 STONE	Accounts Payable	Outstanding	Check	-343.84
01/17/2024		203354	POMP'S TIRE SERVICE INC	Accounts Payable	Outstanding	Check	-81.00
01/17/2024		203355	RESPEC	Accounts Payable	Outstanding	Check	-5,158.13
01/17/2024		203356	SHERWIN-WILLIAMS	Accounts Payable	Outstanding	Check	-111.29
01/17/2024		203357	STANDARD INSURANCE COMPANY (LIFE)	Accounts Payable	Outstanding	Check	-1,989.48
01/17/2024		203358	STANDARD INSURANCE COMPANY LTD/STD	Accounts Payable	Outstanding	Check	-7,184.18
01/17/2024		203359	SUBURBAN TIRE WHOLESALE INC	Accounts Payable	Outstanding	Check	-1,828.00
01/17/2024		203360	SUNRAM CONSTRUCTION INC	Accounts Payable	Outstanding	Check	-15,124.00
01/17/2024		203361	T-MOBILE	Accounts Payable	Outstanding	Check	-100.00
01/17/2024		203362	TOLL GAS & WELDING SUPPLY	Accounts Payable	Outstanding	Check	-252.66
01/17/2024		203363	TRI-STATE BOBCAT INC	Accounts Payable	Outstanding	Check	-31.10
01/17/2024		203364	UHL COMPANY	Accounts Payable	Outstanding	Check	-12,600.00
01/17/2024		203365	UNIQUE PAVING MATERIALS	Accounts Payable	Outstanding	Check	-3,947.48
01/17/2024		203366	UNITED SYSTEMS	Accounts Payable	Outstanding	Check	-16.90
01/17/2024		203367	VERIZON WIRELESS	Accounts Payable	Outstanding	Check	-1,935.37
01/17/2024		203368	WASTE MANAGEMENT-MINN	Accounts Payable	Outstanding	Check	-4,026.08
01/17/2024		203369	WEGNER, ALEXANDER	Accounts Payable	Outstanding	Check	-120.00
01/17/2024		203370	XCEL ENERGY	Accounts Payable	Outstanding	Check	-8,856.64
01/17/2024		203371	ZAHL-PETROLEUM MAINTENANCE	Accounts Payable	Outstanding	Check	-78.98
01/17/2024		203372	FRIDLEY FIRE RELIEF ASSOC	Accounts Payable	Outstanding	Check	-30.00
01/17/2024		203373	FRIDLEY POLICE ASSOCIATION	Accounts Payable	Outstanding	Check	-208.00
01/17/2024		203374	MINN CHILD SUPPORT PAYMENT CENTER	Accounts Payable	Outstanding	Check	-511.76
Check Total: (214)							-1,415,148.42
EFT							
01/05/2024		926	CITY OF FRIDLEY-IAFF DUES/INTL ASSOC/FIRE FIGHTERS	Accounts Payable	Outstanding	EFT	-60.00
01/05/2024		EFT0000203	Payroll EFT	Payroll	Outstanding	EFT	-373,826.09
EFT Total: (2)							-373,886.09
Report Total: (236)							-2,078,826.81

Bank Account	Count	Amount
0000100479 City of Fridley	236	-2,078,826.81
Report Total:	236	-2,078,826.81

Cash Account	Count	Amount
No Cash Account	1	0.00
999 999-101100 Cash in Bank - CITY Pooled Cash	235	-2,078,826.81
Report Total:	236	-2,078,826.81

Transaction Type	Count	Amount
Bank Draft	20	-289,792.30
Check	214	-1,415,148.42
EFT	2	-373,886.09
Report Total:	236	-2,078,826.81



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: Scott Hickok, Community Development Director

Title

Ordinance No. 1418, Amending the Fridley City Code Chapter 209, Fees, to Update Building and Inspection Fees (First Reading)

Background

The City of Fridley (City) is contracting with Andrew Nykanen, Electrical Inspector, who performs the electrical inspection services for the City. Mr. Nykanen replaced Bob Clausen in early 2022. Having a contract Electrical Inspector, rather than a staff inspector, is the inspection format that the City has utilized since it began its first inspection processes. Mr. Nykanen has contracts with several other cities (White Bear Lake, White Bear Township, Hugo, Gem Lake, Centerville, Spring Lake Park, Mounds View).

From time to time the rates for these inspection services are adjusted to make certain the fees continue to cover the cost of the service. Not all permit types and inspections will increase, just specific electrical inspections that now have need of justification for adjustment. The proposed adjustments will allow the City's fees to match the contracts the inspector has with the other cities he inspects.

Financial Impact

No Impact, as this is a pass-through expense. The City gets paid a percentage of the inspection fee on each permit issued and inspected by the inspector

Recommendation

Staff recommend the City Council approve a first reading of Ordinance No. 1418, Amending the Fridley City Code Chapter 209, Fees, to Update Building and Inspection Fees.

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

- Ordinance No. 1418

Vision Statement

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

Ordinance No. 1418

Amending the Fridley City Code Chapter 209, Fees, to Update Building and Inspection Fees

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

Fridley City Code Chapter 209 Fees

209.12.2 Building and Inspection Fees

2. Building and Inspection Fees

(b) Electrical Permit Fees

Code	Subject	Fee
Residential, Commercial, Multi-Family		
206	0 to 400 Amp Power Source	\$50 each
206	401 to 800 Amp Power Source	\$100 each
206	Over 800 Amp Power Source	\$150 each
206	0 to 200 Amp Circuit or Feeder	\$8-9 each
206	Over 200 Amp Circuit or Feeder	\$30 each
Over 200 Volts		
206	0 to 400 Amp Power Source	\$100 each
206	401 to 800 Amp Power Source	\$200 each
206	Over 800 Amp Power Source	\$300 each
206	0 to 200 Amp Circuit or Feeder	\$16-18 each
206	Over 200 Amp Circuit or Feeder	\$60 each
206	Panel Changes (reconnect existing circuit or feeder for panelboard replacement)	\$100 each
206	New 1 and 2 Family Homes up to 25 Circuits, 3 Trips	\$175-200 each
206	New Multi-Family Dwelling unit (with up to 20 circuits and feeders per unit)	\$100 per dwelling unit
206	New Multi-Family Dwelling Unit (additional circuits over 20 per unit)	\$8-9 per feeder or circuit
206	Existing Multi-Family Dwelling Unit (up to 10 feeders or circuits are installed or extended)	\$100 per unit
206	Existing Multi-Family Dwelling Unit (where less than 10 feeders or circuits are installed or extended)	\$8-9 per feeder or circuit
206	Additional circuits over 25 per unit	\$8-9 each
206	Circuits extended or modified	\$8-9 each

206	Retrofitting of existing lighting fixtures	\$1 each
206	Manufactured Home Park Lot Supply + Circuits	\$50 <u>\$55</u> per pedestal
206	Separate Bonding Inspection	\$40
206	Pools plus circuits	\$80 <u>\$110</u>
206	Inspection of concrete encased grounding electrode	\$40 <u>\$55</u>
206	Technology circuits and circuits less than 50 volts	\$1 per device
206	Traffic Signals, Street, Parking and Outdoor Lighting Standards	\$5 each
206	Transformers for light, heat and power (0 to 10 KVA)	20 each
206	Transformers for light, heat and power (more than 10 KVA)	\$40 <u>\$50</u> each
206	Transformers for electronic power supplies and outline lighting	\$5.50 each
206	Additional Inspection trip(s), re-inspections	\$40 <u>\$55</u> each
Minnesota Solar PV System Electrical Inspection Fee Chart		
206	0 – 5,000 watts (5 kw)	\$60 <u>\$90</u>
206	5,001 – 10,000 watts (5 kw – 10 kw)	\$100 <u>\$150</u>
206	10,001 – 20,000 watts (10 kw – 20 kw)	\$150 <u>\$225</u>
206	20,001 – 30,000 watts (20 kw – 30 kw)	\$200 <u>\$300</u>
206	30,001 – 40,000 watts (30 kw – 40 kw)	\$250 <u>\$375</u>
206	40,001 and larger watts (40 kw)	\$250 <u>\$375</u>
	– Each additional 10,000 watts	\$25
206	Plan review fee	\$80 per hour

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: January 22, 2024

Second Reading:

Publication:



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

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

Title

Resolution No. 2024-07, Awarding 2024 Well Rehabilitation Project

Background

On Tuesday, January 16 at 10:00 a.m., bids were publicly opened online via the virtual platform available on QuestCDN and Microsoft Teams for the 2024 Well Rehabilitation Project No. 24-448. Two responsive bids were received.

This project will include work at Well No. 2, Well No. 4 and Well No. 7. The proposed work will involve inspection of well pump equipment including line shaft, bearings, packing, column, bowls and impellers and well pump motors, and replacing or repairing parts of pump equipment and motors as warranted. The wells will be inspected with digital video equipment, which will enable assessment of condition and need for sand removal and well redevelopment. The schedule for rehabilitation is on a five to seven year cycle.

As noted, two bids were received. The low bid from Bergerson-Caswell, Inc. of Maple Plain, Minnesota was received in the amount of \$243,130, which is 28% above the final engineer's estimate of \$190,540 (Exhibit A). The two bids were competitive and within \$23,560 of one another. The difference between the engineer's estimate and the lowest bid is due to an increase in mobilization and material costs for the column pipe and stainless steel line shaft. Well No. 2 and Well No. 4 are deeper wells (approximately 400 feet) and that accounts for the increased cost in mobilization. The Capital Improvement Project's (CIP) budget is \$220,000. Historically, the City of Fridley (City) has been able to rehab three wells with the available budget. Given the higher anticipated costs for the three wells, staff recommends awarding the project for the full bid amount and will prioritize Well No. 2 and Well No. 4. It is likely a portion of the well equipment (e.g. column pipe) will be able to be rehabbed in instead of replaced. If that is the case, staff will issue a work directive to rehabilitate Well No. 7. If we find the remaining budget is not enough, Well No. 7 with its lower run-time hours, will be scheduled as a priority in the next cycle.

All of the wells are planned to be substantially complete by November 1, 2024. The work between the three wells will be strategically scheduled to ensure water availability during this year's high demand season between June and September. Note all work under the project must meet the City's prevailing wage requirements.

Vision Statement

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

Bergerson-Caswell has successfully completed several well rehabilitation projects for the City in the past, the most recent project being in 2022. Staff believes they are a knowledgeable and reputable contractor and will deliver the project within the requisite quality specified in the bid documents.

The resolution requests the bid amount of \$243,130. If the Council approves the attached resolution, staff will notify the contractor of the award and issue a notice to proceed to the contractor upon receipt of acceptable submittals. As noted, substantial completion is set for November 2024 and work may begin as early as February.

Financial Impact

Funding is provided by the Water Utility Fund through the Capital Investment Program.

Recommendation

Staff recommends the approval of Resolution No. 2024-07, Awarding the 2024 Well Rehabilitation Project.

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 checked="" type="checkbox"/>	Public Safety & Environmental Stewardship
<input type="checkbox"/>	Organizational Excellence		

Attachments and Other Resources

- Resolution No. 2024-07
- Exhibit A: Bid Tabulation

Vision Statement

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

Resolution No. 2024-07
Awarding 2024 Well Rehabilitation Project

Whereas, the City of Fridley (City) has eleven wells in regular service that source groundwater from aquifers 199 to 870 feet deep; and

Whereas, the pumped water is treated and delivered to the existing public water distribution system; and

Whereas, the City's existing water system is part of the City's essential infrastructure systems that provide service to all in the community; and

Whereas, the Public Works Department has set a goal for maintenance and rehabilitation of this system; and

Whereas, the 2024 Well Rehabilitation Project No. 24-448 (Project) is included as part of the City's Capital Investment Program for the replacement or rehabilitation of the existing well equipment and was recently let for competitive bids in accordance with the City's Capital Investment Program.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby receives the bids for the 2024 Well Rehabilitation Project per the attached bid tabulation and awards the project to the lowest responsive bidder, Bergerson-Caswell, Inc. of Maple Plain, MN in the amount of \$243,130.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024.

 Scott J. Lund – Mayor

Attest:

 Melissa Moore – City Clerk

Exhibit A

2024 WELL REHABILITATION PROJECT NO. 24-448
BID TABULATION
BID OPENING: 1/16/2024 10:00 AM



SEQ.	DESCRIPTION	UNITS	EST.	ENGINEERS ESTIMATE		BERGERSON-CASWELL MAPLE PLAIN, MN		KEYS WELL DRILLING CO. ST. PAUL, MN	
				UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
201	Mobilization and Demobilization. Remove and Reinstall Electric Motor, Discharge Head, Column, Shaft & Pump	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 17,000.00	\$ 17,000.00	\$ 25,000.00	\$ 25,000.00
202	Shop Time for Cleaning & Repairing Pump	HR	24	\$ 125.00	\$ 3,000.00	\$ 115.00	\$ 2,760.00	\$ 120.00	\$ 2,880.00
203	Rehab Discharge Head	LS	1	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 150.00	\$ 150.00
204	Replace Discharge Head Bearing	LS	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00
205	Wire Brush Interior Surface of Well Casing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00
206	Video Well Inspection	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00
207	Replace 8" x 5' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	2	\$ 550.00	\$ 1,100.00	\$ 740.00	\$ 1,480.00	\$ 750.00	\$ 1,500.00
208	Replace 8" x 10' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	33	\$ 700.00	\$ 23,100.00	\$ 950.00	\$ 31,350.00	\$ 950.00	\$ 31,350.00
209	Replace 8" Suction Pipe (Sch 40) - Paint Interior	EA	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
210	Replace Stainless Aligning Spiders	EA	33	\$ 165.00	\$ 5,445.00	\$ 140.00	\$ 4,620.00	\$ 150.00	\$ 4,950.00
211	Rehab 1-11/16" x 10' Stainless Steel Line Shaft	EA	33	\$ 85.00	\$ 2,805.00	\$ 450.00	\$ 14,850.00	\$ 500.00	\$ 16,500.00
212	1-11/16" Stainless Steel Line Shaft Coupling	EA	33	\$ 50.00	\$ 1,650.00	\$ 50.00	\$ 1,650.00	\$ 50.00	\$ 1,650.00
213	Stainless Steel Head Shaft	EA	1	\$ 850.00	\$ 850.00	\$ 950.00	\$ 950.00	\$ 900.00	\$ 900.00
214	Replace Existing Rubber Line Shaft Bearings	EA	34	\$ 40.00	\$ 1,360.00	\$ 35.00	\$ 1,190.00	\$ 40.00	\$ 1,360.00
215	Rehab Pump Assembly - Replace Bearing Set (All Stages)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,150.00	\$ 3,150.00
216	Rehab Pump Assembly - Replace Bowl Shaft	EA	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00
217	Rehab Pump Assembly - Machine and Furnish & Install Wear Rings	EA	7	\$ 800.00	\$ 5,600.00	\$ 800.00	\$ 5,600.00	\$ 450.00	\$ 3,150.00
218	Rehab Pump Motor	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,850.00	\$ 3,850.00	\$ 2,200.00	\$ 2,200.00
219	Furnish & Install 1" Dia. PVC Conduit for Well Level Measuring Device	LF	680	\$ 1.75	\$ 1,190.00	\$ 2.50	\$ 1,700.00	\$ 2.00	\$ 1,360.00
SUBTOTAL SCHEDULE A (WELL NO. 2) EXTENDED BID PRICE					\$ 71,400.00		\$ 96,950.00		\$ 107,700.00

2024 WELL REHABILITATION PROJECT NO. 24-448
 BID TABULATION
 BID OPENING: 1/16/2024 10:00 AM



SEQ.	DESCRIPTION	UNITS	EST. QTY	ENGINEERS ESTIMATE		BERGERSON-CASWELL MAPLE PLAIN, MN		KEYS WELL DRILLING CO. ST. PAUL, MN	
				UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
401	Mobilization and Demobilization. Remove and Reinstall Electric Motor, Discharge Head, Column, Shaft & Pump	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 17,500.00	\$ 17,500.00	\$ 25,000.00	\$ 25,000.00
402	Shop Time for Cleaning & Repairing Pump	HR	24	\$ 125.00	\$ 3,000.00	\$ 115.00	\$ 2,760.00	\$ 120.00	\$ 2,880.00
403	Rehab Discharge Head	LS	1	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 150.00	\$ 150.00
404	Replace Discharge Head Bearing	LS	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00
405	Wire Brush Interior Surface of Well Casing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00
406	Video Well Inspection	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00
407	Replace 8" x 5' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	2	\$ 550.00	\$ 1,100.00	\$ 740.00	\$ 1,480.00	\$ 750.00	\$ 1,500.00
408	Replace 8" x 10' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	36	\$ 700.00	\$ 25,200.00	\$ 950.00	\$ 34,200.00	\$ 950.00	\$ 34,200.00
409	Replace 8" Suction Pipe (Sch 40) - Paint Interior	EA	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
410	Replace Stainless Aligning Spiders	EA	37	\$ 165.00	\$ 6,105.00	\$ 140.00	\$ 5,180.00	\$ 150.00	\$ 5,550.00
411	Rehab 1-1/2" x 10' Stainless Steel Line Shaft	EA	37	\$ 85.00	\$ 3,145.00	\$ 325.00	\$ 12,025.00	\$ 450.00	\$ 16,650.00
412	1-1/2" Stainless Steel Line Shaft Coupling	EA	37	\$ 50.00	\$ 1,850.00	\$ 40.00	\$ 1,480.00	\$ 50.00	\$ 1,850.00
413	Stainless Steel Head Shaft	EA	1	\$ 850.00	\$ 850.00	\$ 950.00	\$ 950.00	\$ 900.00	\$ 900.00
414	Replace Existing Rubber Line Shaft Bearings	EA	38	\$ 40.00	\$ 1,520.00	\$ 35.00	\$ 1,330.00	\$ 40.00	\$ 1,520.00
415	Rehab Pump Assembly - Replace Bearing Set (All Stages)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
416	Rehab Pump Assembly - Replace Bowl Shaft	EA	1	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00
417	Rehab Pump Assembly - Machine and Furnish & Install Wear Rings	EA	9	\$ 800.00	\$ 7,200.00	\$ 800.00	\$ 7,200.00	\$ 450.00	\$ 4,050.00
418	Rehab Pump Motor	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,850.00	\$ 3,850.00	\$ 2,200.00	\$ 2,200.00
419	Furnish & Install 1" Dia. PVC Conduit for Well Level Measuring Device	LF	760	\$ 1.75	\$ 1,330.00	\$ 2.50	\$ 1,900.00	\$ 2.00	\$ 1,520.00
SUBTOTAL SCHEDULE B (WELL NO. 4) EXTENDED BID PRICE					\$ 76,600.00		\$ 99,755.00		\$ 113,320.00

SEQ.	DESCRIPTION	UNITS	EST. QTY	ENGINEERS ESTIMATE		BERGERSON-CASWELL MAPLE PLAIN, MN		KEYS WELL DRILLING CO. ST. PAUL, MN	
				UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE	UNIT PRICE	EXTENDED VALUE
701	Mobilization and Demobilization. Remove and Reinstall Electric Motor, Discharge Head, Column, Shaft & Pump	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00	\$ 12,000.00
702	Shop Time for Cleaning & Repairing Pump	HR	24	\$ 125.00	\$ 3,000.00	\$ 115.00	\$ 2,760.00	\$ 120.00	\$ 2,880.00
703	Rehab Discharge Head	LS	1	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 150.00	\$ 150.00
704	Replace Discharge Head Bearing	LS	1	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 350.00	\$ 350.00
705	Wire Brush Interior Surface of Well Casing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
706	Video Well Inspection	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00
707	Replace 8" x 5' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	2	\$ 550.00	\$ 1,100.00	\$ 740.00	\$ 1,480.00	\$ 750.00	\$ 1,500.00
708	Replace 8" x 10' Threaded & Coupled Column Pipe (Sch 40) - Paint Interior	EA	9	\$ 700.00	\$ 6,300.00	\$ 950.00	\$ 8,550.00	\$ 950.00	\$ 8,550.00
709	Replace 8" Suction Pipe (Sch 40) - Paint Interior	EA	1	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
710	Replace Stainless Aligning Spiders	EA	10	\$ 165.00	\$ 1,650.00	\$ 140.00	\$ 1,400.00	\$ 150.00	\$ 1,500.00
711	Rehab 1-3/16" x 10' Stainless Steel Line Shaft	EA	10	\$ 85.00	\$ 850.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
712	1-3/16" Stainless Steel Line Shaft Coupling	EA	10	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 30.00	\$ 300.00
713	Stainless Steel Head Shaft	EA	1	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 650.00	\$ 650.00
714	Replace Existing Rubber Line Shaft Bearings	EA	11	\$ 40.00	\$ 440.00	\$ 35.00	\$ 385.00	\$ 40.00	\$ 440.00
715	Rehab Pump Assembly - Replace Bearing Set (All Stages)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 2,100.00	\$ 2,100.00
716	Rehab Pump Assembly - Replace Bowl Shaft	EA	1	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00	\$ 750.00	\$ 750.00
717	Rehab Pump Assembly - Machine and Furnish & Install Wear Rings	EA	4	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 450.00	\$ 1,800.00
718	Rehab Pump Motor	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00	\$ 1,800.00	\$ 1,800.00
719	Furnish & Install 1" Dia. PVC Conduit for Well Level Measuring Device	LF	200	\$ 1.75	\$ 350.00	\$ 2.50	\$ 500.00	\$ 2.00	\$ 400.00
TOTAL SCHEDULE C (WELL NO. 7) EXTENDED BID PRICE					\$ 42,540.00		\$ 46,425.00		\$ 45,670.00
TOTAL OF EXTENDED BID (Schedules A+B+C)					\$ 190,540.00		\$ 243,130.00		\$ 266,690.00



AGENDA REPORT

Meeting Date: January 22, 2024

Meeting Type: City Council

Submitted By: James Kosluchar, Public Works Director
Jason Wiehle, Utility Manager

Title

Resolution No. 2024-10, Authorizing a Grant Agreement with the Minnesota Pollution Control Agency for Locke Park Water Treatment Augmentation Design

Background

Last Fall, the Minnesota Pollution Control Agency (MPCA) issued a request for grant proposals for drinking water planning and design funds for Per- and polyfluoroalkyl substances (PFAS) treatment. This opportunity provides funding for planning and design of PFAS treatment systems for owners and operators of community drinking water supply systems in Minnesota. Eligible applicants include owners or operators of community drinking water supply systems in Minnesota who have source water impacted by PFAS exceeding recently increased standards. Eligible projects include staff and consultant costs to plan and design for drinking water treatment systems to address PFAS contamination for community drinking water supply systems.

The City of Fridley (City) has qualifying impacts and measurable PFAS at its Well 10. No other source of the City's drinking water has been impacted by PFAS. In order to best protect public health, the City removed this well from service years ago upon the discovery of PFAS above guidance established by the Minnesota Department of Health (MDH), while feasibility of treating this well impacted by PFAS was pursued.

In 2022, the City performed a feasibility study for treatment of PFAS at Well 10 with a granular activated carbon (GAC) system. The results of this study indicated that treatment of Well 10 source water with GAC would reduce PFAS beyond measurable limits. In 2023, the City made a separate application to fund construction of such a system through the State of Minnesota.

On behalf of the City, Jason Wiehle made an application to the MPCA in November 2023 for the program and the City of Fridley has been awarded the full application amount of \$500,000. This grant would fund planning and design needed to construct the upgrades at the Locke Park Water Treatment Plant, which is currently underfunded. The design would need to be completed no later than June 30, 2027.

Vision Statement

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

Financial Impact

This grant will fill an unfunded gap for the cost of planning and design for the Locke Park Water Treatment Augmentation Design, allowing the City to manage water rates to its customers while maximizing the quality of its drinking water and flexibility in supply and treatment processes. This funding is not impacted by participation in recent settlements.

Recommendation

Staff recommend the approval of Resolution No. 2024-10, Authorizing a Grant Agreement with the Minnesota Pollution Control Agency for Locke Park Water Treatment Augmentation Design.

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 checked="" type="checkbox"/> Public Safety & Environmental Stewardship
<input type="checkbox"/> Organizational Excellence	

Attachments and Other Resources

- Resolution No. 2023-10
- Sample Grant Agreement p-f2-59c-fy24

Vision Statement

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

Resolution No. 2024-10

Authorizing a Grant Agreement with the Minnesota Pollution Control Agency for Locke Park Water Treatment Augmentation Design

Whereas, the State of Minnesota recently made funding available to assist community water supplies impacted by per-and polyfluoroalkyl substances (PFAS); and

Whereas, the Minnesota Pollution Control Agency (MPCA) has been assigned to administer the program; and

Whereas, the MPCA approved a grant program to provide this funding for communities and eligible applicants include owners or operators of community drinking water supply systems in Minnesota who have source water impacted by PFAS exceeding recently increased standards, and eligible projects include staff and consultant costs to plan and design for drinking water treatment systems to address PFAS contamination for community drinking water supply systems; and

Whereas, the City of Fridley (City) is an eligible applicant as its Well 10 has be impacted by PFAS and in order to best protect the public health this source of water has been taken out of service until a treatment system can be established; and

Whereas; the City conducted a successful feasibility analysis for removal of PFAS from Well 10 with a granular activated carbon (GAC) treatment system at its Locke Park Treatment Plant; and

Whereas, the City identified a potential funding source for construction of the improvements at the Locke Park Treatment Plant; and

Whereas, the MPCA has awarded the City \$500,000 for planning and design for the Locke Park Water Treatment Augmentation Design.

Now, therefore be it resolved, that the City Council of the City of Fridley, hereby approves a Grant Agreement between the Minnesota Pollution Control Agency and the City of Fridley.

Be it further resolved, that the City Council of the City of Fridley, hereby directs the Public Works Director/City Engineer to execute the agreement on behalf of the City of Fridley and provide any additional documentation necessary to effect reimbursement of grant funds under this Grant Agreement.

Passed and adopted by the City Council of the City of Fridley this 22nd day of January, 2024

Attest:

Scott J. Lund – Mayor

Melissa Moore – City Clerk



520 Lafayette Road North
St. Paul, MN 55155-4194

Grant Agreement

State of Minnesota

Doc Type: Contract/Grant Reference

SWIFT Contract number:

AI:

Activity ID:

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State"), and *name and address* ("Grantee"). (Note: All Minnesota Statute references can be found on the Minnesota Office of the Revisor of Statutes website at <https://www.revisor.mn.gov/>.)

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the *project name*
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

- 1.1 **Effective date: start date**, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: end date**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.

3. Time

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

4. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:
 - (a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement.
 - (b) **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence

expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

- (c) **Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$dollar amount**.

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon submission of approved invoices.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Grant amount
- Grant amount available to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 **Contracting and bidding requirements**

Grantees that are non-governmental organizations (NGO's) must follow:

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List \(found on Minnesota Department of Administration website at https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/\)](https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/)
 - Metropolitan Council's Targeted Vendor list [\(found on the Minnesota Unified Certification Program website at https://mnucp.metc.state.mn.us/\)](https://mnucp.metc.state.mn.us/)
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul (found on the Central Certification Program website at <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§ 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at <http://www.mmd.admin.state.mn.us/debarredreport.asp>).

Grantees that are municipalities must follow:

- (a) The contracting and bidding requirements in the Uniform Municipal Contracting Law as defined in [Minn. Stat. §471.345](#)
- (b) The requirements of prevailing wage for grant-funded projects that include construction work and have a total project cost of \$25,000 or more, per [Minn. Stat. §§177.41](#) through [177.44](#) These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (c) The grantee must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

4.4 **Prevailing Wage**

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Rates are listed in **Attachment B**.

In compliance with Minn. Stat. § 177.43, subd. 3 and §177.44, subd. 5, the wages of laborers, workers, and the mechanics on projects financed in whole or part by State Funds should be comparable to wages paid for similar work in the community as a whole. Project includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds.

Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages. See <http://www.doli.state.mn.us/LS/PrevWage.asp> for a list of affected trades.

The Contractor shall pay prevailing wages to its employees when conducting construction activities under this agreement.

Applicability. In accordance with Minn. Stat. § 177.43, subd. 7. This does not apply to an agreement or work under an agreement, under which:

- A. the estimated total cost of completing the project is less than \$2,500 and only one trade or occupation is required to complete the work; or
- B. the estimated total cost of completing the project is less than \$25,000 and more than one trade or occupation is required to complete it.

Choose from Commercial, Highway/Heavy, or Residential Wage Rates:

The prevailing wage rate requirements are attached as **Attachment B**.

Prevailing Wage Payroll Information:

In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via e-mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of

Compliance Form as a PDF file to the appropriate e-mail address:

prevailingwage.pca@state.mn.us

- The Subject line on the Contractor's or Subcontractor's e-mail must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement.

The prevailing wage payroll information forms that are submitted shall be maintained by the contracting agency for a minimum of three years after final payment has been made on the project. All of the data provided on the Prevailing Wage Payroll Information Form will be public data, which is available to anyone upon request.

Refer vendor questions regarding the Prevailing Wage Laws to the Department of Labor and Industry at 651-284-5091 or visit the website for Labor Standards Section, Prevailing Wage <http://www.doli.state.mn.us/LS/PrevWage.asp>

All construction work needs an IC-134 form submitted by the Contractor before payment can be made. The Contractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

4.5 **Reporting**

Grantees will be required to submit a final report at project completion and invoices no more frequently than quarterly.

5. **Conditions of payment**

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

6. **Authorized Representative**

The State's Authorized Representative is *name, address, phone, email* or his successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is *name, address, phone, email* or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. **Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an

integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

- 7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Indemnification

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9. State audits

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

10. Government data practices and intellectual property

- 10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual property rights

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

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all

intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11. Workers' compensation

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

12. Publicity and endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13. Governing law, jurisdiction, and venue

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

14. Termination

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

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

14.3 **Termination for insufficient funding.** The State may immediately terminate this grant agreement if:

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

15. Data disclosure

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

To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

Signatures