



CITY COUNCIL MEETING

September 26, 2022

7:00 PM

Fridley Civic Center - 7071 University Avenue N.E.

The City of Fridley will not discriminate against or harass anyone in the admission or access to, or treatment, or employment in its services, program, or activities because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance. Upon request, accommodation will be provided to allow individuals with disabilities to participate in any of Fridley's services, programs, and activities. Hearing impaired persons who need any interpreter or other persons with disabilities who require auxiliary aids should contact Roberta Collins at (763) 572-3500. (TTD/763-572-3534).

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/PRESENTATIONS

- [1.](#) Presentation of the Federal Facility Excellence in Site Reuse Award 2022

APPROVAL OF PROPOSED CONSENT AGENDA

APPROVAL OF MINUTES

- [2.](#) Approve the Minutes from the City Council Meeting of September 12, 2022
- [3.](#) Receive the Minutes from the City Council Conference Meeting of September 12, 2022
- [4.](#) Receive the Minutes from the Parks and Recreation Commission Meeting of August 1, 2022

NEW BUSINESS

- [5.](#) Resolution No. 2022-102, Awarding 7th Street and 57th Avenue Trail Project
- [6.](#) Resolution No. 2022-103, Directing Public Safety Department to Enter Into Agreement and Authorizing Execution of Minnesota Department of Public Safety, Office of Traffic Safety, Federal Grant Program Agreement for DWI Officer
- [7.](#) Resolution No. 2022-107, Designating Time and Number of City Council Meetings for 2023
- [8.](#) Resolution No. 2022-108, Approving Agreement for Construction Management Services for Moore Lake Park Building

CLAIMS

- [9.](#) Resolution No. 2022-109 Approving Claims for the Period Ending September 21, 2022

ADOPTION OF REGULAR AGENDA

OPEN FORUM, VISITORS: Consideration of Items not on Agenda – 15 minutes.

REGULAR AGENDA ITEMS

NEW BUSINESS

- [10.](#) Resolution No. 2022-104, Consenting to the Property Tax Levy for 2022, Collectible in 2023, for the Housing and Redevelopment Authority in and for the City of Fridley
- [11.](#) Resolution No. 2022-105, Approving the Proposed Property Tax Levy for 2022, Collectible in 2023, for the City of Fridley
- [12.](#) Resolution No. 2022-106, Approving the Proposed 2023 General Fund Budget for the City of Fridley

INFORMAL STATUS REPORTS

ADJOURN



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Paul Bolin, Housing and Redevelopment Authority Assistant Executive Director

Title

Presentation of the Federal Facility Excellence in Site Reuse Award 2022

Background

The US Environmental Protection Agency presented Hyde Development, Mortenson Construction, and the City of Fridley with the Federal Facility Excellence in Site Reuse Award 2022 for the Northern Stacks project. The former Superfund site was previously used as a Naval Industrial Reserve Ordnance Plant.

Scott Hickok, Community Development Director, will present the Award.

Financial Impact

None.

Attachments and Other Resources

Vision Statement

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



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

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

Title

Approve the Minutes from the City Council Meeting of September 12, 2022

Background

Attached are the minutes from the City Council meeting of September 12, 2022.

Financial Impact

None.

Recommendation

Approve the minutes from the City Council meeting of September 12, 2022.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Meeting of September 12, 2022

Vision Statement

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



CITY COUNCIL MEETING

September 12, 2022

7:00 PM

Fridley Civic Campus, 7071 University Avenue N.E.

MINUTES

CALL TO ORDER

Mayor Lund called the City Council Meeting of September 12, 2022, to order at 7:00 p.m.

PRESENT

Mayor Scott Lund

Councilmember Dave Ostwald

Councilmember Tom Tillberry

Councilmember Stephen Eggert

Councilmember Ann Bolcom

Walter Wysopal, City Manager

Scott Hickok, Community Development Director

Amanda Faulk, Community Engagement Coordinator, Alexandra House

Dave Unmacht, Executive Director of the League of Minnesota Cities

Gary Carlson, Intergovernmental Relations Director of the League of Minnesota Cities

PLEDGE OF ALLEGIANCE

PROCLAMATIONS/PRESENTATIONS

1. Proclamation: Domestic Violence Awareness Month – October 2022

Mayor Lund presented the proclamation designating October as Domestic Violence Awareness month.

Amanda Fulk, Community Engagement Coordinator at Alexandra House, stated that proclaiming October as domestic violence awareness month shows support for the organization and those it serves. She stated that this action ensures that victims feel heard and supported and thanked the City for its support.

2. Presentation of League of Minnesota Cities' 2022 James F. Miller Leadership Award to City Manager Wally Wysopal

Dave Unmacht, Executive Director of the LMC, recognized City Manager Wally Wysopal and presented him with the 2022 James F. Miller Leadership Award. He also played a short video recognizing Mr. Wysopal.

Mr. Wysopal commented that he loves being a City Manager and loves working for the City of Fridley and with the other members of City staff.

Gary Carlson, Intergovernmental Relations Director for the LMC, commented that he has known Mr. Wysopal for years and he has contributed many great thoughts and ideas. He also recognized Mr. Wysopal for the mentorship he has provided to others.

APPROVAL OF PROPOSED CONSENT AGENDA

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

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

APPROVAL OF MINUTES

3. Approve the Minutes from the City Council Meeting of August 22, 2022.
4. Receive the Minutes from the City Council Conference Meeting of August 22, 2022.
5. Receive the Minutes from the Housing and Redevelopment Authority Meeting of July 7, 2022.

NEW BUSINESS

6. Resolution No. 2022-99, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for the Street Rehabilitation Project No. ST-2021-01.
7. Resolution No. 2022-100, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll and Directing Publication of the Public Hearing Notice for the Street Rehabilitation Project No. ST-2022-01.
8. Resolution No. 2022-101, Declaring Costs to be Assessed, Ordering Preparation of the Proposed Assessment Roll, and Directing Publication of the Public Hearing Notice for the 2022 Nuisance Abatements and 2022 Rental Reinspection Fees.

LICENSES

9. Resolution No. 2022-98, Approving City Permits.

CLAIMS

10. Resolution No. 2022-97, Approving Claims for the Period Ending September 8, 2022.

ADOPTION OF REGULAR AGENDA

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

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY.

OPEN FORUM, VISITORS: Consideration of Items not on Agenda – 15 minutes.

No one from the audience spoke.

REGULAR AGENDA ITEMS**NEW BUSINESS****INFORMAL STATUS REPORTS**

The Council advised of the upcoming Autumn Sampler occurring at Springbrook Nature Center this Saturday, September 17.

Council thanked those who participated and provided input in the park concepts plan for Moore Lake and noted that comments can still be provided online.

ADJOURN

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

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED AT 7:29 P.M.

Respectfully Submitted,

Melissa Moore
City Clerk

Scott J. Lund
Mayor



AGENDA REPORT

Meeting Date: September 26, 2022

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 September 12, 2022

Background

Attached are the minutes from the City Council Conference Meeting of September 12, 2022.

Financial Impact

None.

Recommendation

Receive the minutes from the City Council Conference Meeting of September 12, 2022.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the City Council Conference Meeting of September 12, 2022

Vision Statement

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



COUNCIL CONFERENCE MEETING

September 12, 2022
5:30 PM
Fridley Civic Campus, 7071 University Avenue N.E.

MINUTES

PRESENT

Mayor Scott Lund
Councilmember Dave Ostwald
Councilmember Tom Tillberry
Councilmember Stephen Eggert
Councilmember Ann Bolkcom
Walter Wysopal, City Manager
Joe Starks, Finance Director
Mike Maher, Parks & Recreation Director
Ryan George, Deputy Director
Melissa Moore, City Clerk
Carol R. M. Moss, Attorney at Law

ITEMS FOR DISCUSSION

1. 2023 Proposed Budget Discussion.

Joe Starks, Finance Director, provided an update on the 2023 proposed budget.

2. Moore Lake Park Update.

Mike Maher, Parks & Recreation Director, provided an update on the Moore Lake Park improvement plan and the results of the open house on the plan held Saturday, September 10, 2022.

3. CBD and THC Sales in the City of Fridley.

Ryan George, Deputy Director – Police, discussed CBD and THC sales in Fridley, and recent changes in the laws the City may need to consider.



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Mike Maher, Director of Parks and Recreation

Title

Receive the Minutes from the Parks and Recreation Commission Meeting of August 1, 2022

Background

Attached are the minutes from the Parks and Recreation Commission meeting of August 1, 2022.

Financial Impact

None.

Recommendation

Receive the minutes from the Parks and Recreation Commission meeting of August 1, 2022.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Minutes from the Parks and Recreation Commission of August 1, 2022

Vision Statement

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



PARKS AND RECREATION COMMISSION MEETING

August 1, 2022

7:00 PM

Fridley Civic Campus, 7071 University Avenue N.E.

MINUTES

CALL TO ORDER

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

PRESENT

EB Graham
Peter Borman
Suad Maow
Ken Schultz
Mike Maher, Community Services Director

Commissioner Maow introduced herself.

APPROVE PARKS & RECREATION COMMISSION AGENDA FOR AUGUST 1, 2022

MOTION by Commissioner Graham to APPROVE the August 1, 2022 meeting agenda. SECONDED by Commissioner Schultz. The MOTION PASSED unanimously.

APPROVE PARKS & RECREATION COMMISSION MINUTES

1. Approve Parks and Recreation Commission Minutes of June 6, 2022

MOTION by Commissioner Schultz to APPROVE the June 6, 2022 meeting minutes. SECONDED by Commissioner Graham. The MOTION PASSED unanimously.

NEW BUSINESS/ACTION ITEMS

2. Park Plan Communications and Engagement Plan

Mike Maher, Community Services Director, presented the communications and engagement plan developed for the Park System Improvement Plan. He confirmed that mailers would be sent city-wide for larger community parks and more targeted mailings for neighborhood parks.

The Commission asked for details on the scale of playground replacement, what would be done with the existing equipment, and the timeline for the projects. Mr. Maher recognized the ambitious

schedule to fully replace four playgrounds in 2023 during the spring/summer. He stated that the existing playground equipment would be recycled or refurbished by another organization.

3. Moore Lake Park Community Building Update

Mr. Maher provided a presentation on the proposed Moore Lake community building and relayed the preferences on design provided by the City Council. He provided clarity on the portion of the building that would be available for rental and the portion of the building that would be open to the general public at all times.

The Commission asked if snow and water runoff has been considered in the design of the roof and asked for clarity on the locations of the public bathrooms.

4. Park Entrance Sign Recommendation

Mr. Maher provided a presentation on potential park entrance signs and different design options. He asked for input from the Commission on their preferred design and color scheme.

The Commission provided input on their design preferences and Mr. Maher noted that he will bring back refined options at the next meeting.

OLD BUSINESS

STAFF REPORTS

5. Springbrook Nature Center Report

Mr. Maher reviewed the report highlighting summer programming and recreation opportunities. He also provided an update on a grant received through Xcel Energy.

6. Fridley Parks and Recreation Division Report

Mr. Maher reviewed the report and provided details on park programming, '49er Days, as well as upcoming community events.

7. Park Maintenance and Construction Report

Mr. Maher reviewed the written report.

ADJOURNMENT

Commissioner Graham made the MOTION to adjourn the meeting at 7:54 p.m., SECONDED by Commissioner Schultz. The MOTION PASSED unanimously.

Respectfully submitted,

Amanda Staple
Recording Secretary



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

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

Title

Resolution No. 2022-102, Awarding 7th Street and 57th Avenue Trail Project

Background

On Tuesday, August 30 at 9:00 a.m., bids were publicly opened online via the virtual platform available on QuestCDN and Microsoft Teams for the 7th Street and 57th Avenue Trail Project. Seven responsive bids were received.

This project provides an off-street shared use trail on 7th Street from 53rd Avenue to 61st Avenue and on 57th Avenue from 7th Street to Highway 47. The project provides the off-road trail segment by narrowing 7th Street from 53rd Avenue to 61st Avenue with bumping out the eastern curb line and 57th Avenue from 7th Street to Highway 47 with bumping out the northern curb line. On 7th Street the parking lane on the east side of street will be eliminated and the northern parking lane on 57th Avenue will be eliminated to allow for room for the 10-foot shared use trail. This project was awarded funding through a competitive solicitation through the Met Council in 2018 and received \$516,120 in federal funding administered by the Federal Highway Administration (FHWA).

As noted, seven bids were received. The low bid was received from Thomas and Sons Construction of Rogers, Minnesota in the amount of \$1,018,791.22, which is 29.1% above the final engineer's estimate of \$789,268.72 per the attached bid abstract (Exhibit A). The two lowest bids were very competitive and within \$34,680.08 of one another and the four lowest bids were within \$67,496.64. Of the seven bids, the high bid received was \$1,371,716.17.

Prior to the bid opening on August 30, the Minnesota Department of Transportation (MnDOT) reached out to staff to inform the City that they recognized rising construction costs this year, and that there was a potential for extra federal funds that they could apply to projects that were currently at the bidding/award stages to help fill the gap in the event bids were higher than estimated. After the bid opening and cost tabulation, staff advised MnDOT of the higher bids. MnDOT was able to obtain an extra \$212,608 for a total of \$728,728 in federal funding for the project. The extra funding is a match of the 80% of eligible federal participation for the project. The City's 20% eligible federal participation match for the project will be lowered from the original amount of \$200,000 to \$182,182. The remaining portion of the project includes water utility work and will be funded by utility funds. Due to the supplemental funding through MnDOT, the project remains under budget despite the increased cost of construction.

Vision Statement

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

While the City of Fridley has not worked with Thomas and Sons Construction in the past, this contractor has performed work similar to this project, and has met all City, MnDOT, and FHWA requirements necessary to be considered for award of the project. Staff believes they are a knowledgeable and reputable contractor and will deliver the project within the requisite quality specified in the bid documents.

The contractor can begin the project this fall if they so choose and have time in the 2023 construction season to complete the remaining or entire project should they prefer.

Property owners will receive notification of project advancement this October presuming the City Council awards the project at this meeting. A project information sheet will provide a tentative work schedule, work description, and contact information. During the project, staff will distribute weekly project updates via email and the project-specific page on the City's website to minimize disruption to the residents. We expect the work to begin in October with substantial completion in July of next year.

Financial Impact

Funding for this project is derived from several sources including FHWA Regional Solicitation grant funding, Municipal State Aid street funding, Street Reserve funds, and Water Utility funds. The construction budget breakdown is below. Since staff completed a large portion of the design/planning for the project in-house, there are savings of \$60,000 for the budget.

Funding Source	Preliminary Budget	Post-Bid Budget
Federal Aid Participating	\$516,120	\$728,728
State Aid – On-system	\$200,000	\$182,182
Street Fund Reserves	\$155,000	-
Water Utility Fund	\$57,829	\$107,881
Construction Total	\$928,949	\$1,018,791
Planning/Design	\$100,000	\$40,000
Project Total	\$1,028,949	\$1,058,791

Recommendation

Staff recommends the approval of Resolution No. 2022-102.

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2022-102
- Exhibit A: Bid Abstract

Vision Statement

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

Resolution No. 2022-102

Award of 7th Street and 57th Avenue Trail Project

Whereas, the 7th Street and 57th Avenue Trail Project (Project) has been incorporated into the City of Fridley's Capital Investment Program; and

Whereas, the City of Fridley (City) has developed an Active Transportation Plan that identifies improvements to promote multi-modal travel along 7th Street from 53rd Avenue to 61st Avenue and 57th Avenue from 7th Street to Trunk Highway 47; and

Whereas, outreach to the adjacent neighborhood by City staff to receive feedback included a hosted onsite event in June 2017 and a hosted open house in October 2019; and

Whereas, the City has successfully obtained federal funding to improve 7th Street from 53rd Avenue to 61st Avenue and 57th Avenue from 7th Street to Trunk Highway 47; and

Whereas, the 2040 Comprehensive Plan and Active Transportation Plan has identified these segments of 7th Street & 57th Avenue to be in need of pedestrian and bicycle facilities.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves received bids per the attached bid tabulation and award the 7th Street and 57th Avenue Trail Project to the lowest responsive bidder, Thomas and Sons Construction of Rogers, MN in the amount of \$1,018,791.22.

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk

7th Street & 57th Avenue Trail Project
S.P. 127-312-002, S.P. 127-301-006
Minn. Proj. No. TA 0222 (026)
Owner: City of Fridley
Bid Opening: 8/30/2022 9:00 AM



				Engineer Estimate				Thomas and Sons Construction DBE Commitment = 15.0%				North Valley, Inc. DBE Commitment = 22.7%				New Look Contracting, Inc. DBE Commitment = 22.7%				Forest Lake Contracting, Inc. DBE Commitment = 22.7%				S.M. Hentges & Sons, Inc. DBE Commitment = 8.5%				Bituminous Roadways Inc. DBE Commitment = 0.0%				Urban Companies DBE Commitment = 5.0%	
Line Item	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
1	Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00	\$91,500.00	\$91,500.00	\$28,000.00	\$28,000.00	\$40,000.00	\$40,000.00	\$54,000.00	\$54,000.00	\$58,193.00	\$58,193.00	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00														
2	Clearing	TREE	1	\$ 300.00	\$ 300.00	\$1,000.00	\$1,000.00	\$1,021.26	\$1,021.26	\$2,100.00	\$2,100.00	\$900.00	\$900.00	\$1,530.00	\$1,530.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00														
3	Grubbing	TREE	1	\$ 200.00	\$ 200.00	\$1,000.00	\$1,000.00	\$1,021.26	\$1,021.26	\$350.00	\$350.00	\$900.00	\$900.00	\$153.00	\$153.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00														
4	Pavement Marking Removal	LF	5653	\$ 0.85	\$ 4,805.05	\$1.10	\$6,218.30	\$0.61	\$3,448.33	\$0.50	\$2,826.50	\$0.80	\$4,522.40	\$0.90	\$5,087.70	\$0.80	\$4,522.40	\$1.00	\$5,653.00														
5	Pavement Marking Removal	SF	278.14	\$ 3.00	\$ 834.42	\$4.40	\$1,223.82	\$4.28	\$1,190.44	\$5.00	\$1,390.70	\$4.00	\$1,112.56	\$2.50	\$695.35	\$4.00	\$1,112.56	\$3.00	\$834.42														
6	Remove Drainage Structure	EA	11	\$ 600.00	\$ 6,600.00	\$700.00	\$7,700.00	\$516.67	\$5,683.37	\$750.00	\$8,250.00	\$1,000.00	\$11,000.00	\$507.00	\$5,577.00	\$960.00	\$10,560.00	\$660.00	\$7,260.00														
7	Remove Casting	EA	3	\$ 100.00	\$ 300.00	\$150.00	\$450.00	\$380.25	\$1,140.75	\$250.00	\$750.00	\$200.00	\$600.00	\$140.00	\$420.00	\$197.00	\$591.00	\$400.00	\$1,200.00														
8	Remove Curb Stop & Box	EA	5	\$ 200.00	\$ 1,000.00	\$500.00	\$2,500.00	\$172.22	\$861.10	\$250.00	\$1,250.00	\$300.00	\$1,500.00	\$98.00	\$490.00	\$623.00	\$3,115.00	\$800.00	\$4,000.00														
9	Remove Watermain	LF	394	\$ 3.00	\$ 1,182.00	\$20.00	\$7,880.00	\$11.48	\$4,523.12	\$20.00	\$7,880.00	\$15.00	\$5,910.00	\$28.00	\$11,032.00	\$23.00	\$9,062.00	\$25.00	\$9,850.00														
10	Remove Water Service Pipe	LF	68	\$ 4.00	\$ 272.00	\$20.00	\$1,360.00	\$9.19	\$624.92	\$20.00	\$1,360.00	\$10.00	\$680.00	\$15.00	\$1,020.00	\$11.00	\$748.00	\$25.00	\$1,700.00														
11	Remove Concrete Curb & Gutter	LF	5123	\$ 5.00	\$ 25,615.00	\$5.00	\$25,615.00	\$6.33	\$32,428.59	\$5.00	\$25,615.00	\$4.00	\$20,492.00	\$3.80	\$19,467.40	\$8.00	\$40,984.00	\$12.00	\$61,476.00														
12	Remove Concrete Valley Gutter	LF	43	\$ 8.00	\$ 344.00	\$15.00	\$645.00	\$13.04	\$560.72	\$15.00	\$645.00	\$6.00	\$258.00	\$6.20	\$266.60	\$31.00	\$1,333.00	\$12.00	\$516.00														
13	Remove Pipe Sewers (Storm)	LF	239	\$ 15.00	\$ 3,585.00	\$24.00	\$5,736.00	\$11.48	\$2,743.72	\$20.00	\$4,780.00	\$16.00	\$3,824.00	\$52.00	\$12,428.00	\$19.00	\$4,541.00	\$45.00	\$10,755.00														
14	Sawing Bituminous Pavement (Full Depth)	LF	548	\$ 3.00	\$ 1,644.00	\$6.00	\$3,288.00	\$3.10	\$1,698.80	\$4.00	\$2,192.00	\$3.00	\$1,644.00	\$2.90	\$1,589.20	\$3.00	\$1,644.00	\$10.00	\$5,480.00														
15	Remove Bituminous Driveway Pavement	SY	217	\$ 5.00	\$ 1,085.00	\$10.00	\$2,170.00	\$11.26	\$2,443.42	\$6.75	\$1,464.75	\$8.00	\$1,736.00	\$6.00	\$1,302.00	\$20.00	\$4,340.00	\$20.00	\$4,340.00														
16	Remove Concrete Walk	SY	697	\$ 12.00	\$ 8,364.00	\$12.00	\$8,364.00	\$8.48	\$5,910.56	\$13.50	\$9,409.50	\$7.00	\$4,879.00	\$3.40	\$2,369.80	\$17.00	\$11,849.00	\$20.00	\$13,940.00														
17	Remove Concrete Driveway Pavement	SY	369	\$ 15.00	\$ 5,535.00	\$12.00	\$4,428.00	\$12.92	\$4,767.48	\$18.00	\$6,642.00	\$7.00	\$2,583.00	\$9.50	\$3,505.50	\$29.00	\$10,701.00	\$20.00	\$7,380.00														
18	Remove Bituminous Pavement	SF	79	\$ 10.00	\$ 790.00	\$3.00	\$237.00	\$3.26	\$257.54	\$13.50	\$1,066.50	\$3.00	\$237.00	\$4.70	\$371.30	\$5.00	\$395.00	\$10.00	\$790.00														
19	Select Granular Embankment (CV)	CY	66	\$ 20.00	\$ 1,320.00	\$45.00	\$2,970.00	\$54.32	\$3,585.12	\$75.00	\$4,950.00	\$45.00	\$2,970.00	\$25.50	\$1,683.00	\$45.00	\$2,970.00	\$100.00	\$6,600.00														
20	Common Excavation (P)	CY	1344	\$ 17.00	\$ 22,848.00	\$20.00	\$26,880.00	\$50.52	\$67,898.88	\$22.00	\$29,568.00	\$43.00	\$57,792.00	\$32.30	\$43,411.20	\$33.00	\$44,352.00	\$35.00	\$47,040.00														
21	Subgrade Excavation	CY	66	\$ 25.00	\$ 1,650.00	\$40.00	\$2,640.00	\$81.48	\$5,377.68	\$30.00	\$1,980.00	\$45.00	\$2,970.00	\$38.00	\$2,508.00	\$26.00	\$1,716.00	\$100.00	\$6,600.00														
22	Street Sweeper (With Pickup Broom)	HOOR	33	\$ 150.00	\$ 4,950.00	\$210.00	\$6,930.00	\$179.26	\$5,915.58	\$1.00	\$33.00	\$175.00	\$5,775.00	\$187.00	\$6,171.00	\$150.00	\$4,950.00	\$165.00	\$5,445.00														
23	Aggregate Base (CV)(P) Class 5	CY	1077	\$ 30.00	\$ 32,310.00	\$30.00	\$32,310.00	\$76.98	\$82,907.46	\$55.00	\$59,235.00	\$60.00	\$64,620.00	\$40.00	\$43,080.00	\$49.00	\$52,773.00	\$50.00	\$53,850.00														
24	Full Depth Reclamation (P)	SY	8167	\$ 1.50	\$ 12,250.50	\$4.00	\$32,668.00	\$1.73	\$14,128.91	\$2.00	\$16,334.00	\$3.50	\$28,584.50	\$2.00	\$16,334.00	\$3.00	\$24,501.00	\$9.00	\$73,503.00														
25	Bituminous Material for Tack Coat	GALLONS	196	\$ 3.00	\$ 588.00	\$4.50	\$882.00	\$4.18	\$819.28	\$5.00	\$980.00	\$5.00	\$980.00	\$3.80	\$744.80	\$5.00	\$980.00	\$5.00	\$980.00														
26	Type SP 9.5 Wearing Course Mix (3,B) - Trail	TON	1011	\$ 85.00	\$ 85,935.00	\$118.00	\$119,298.00	\$106.96	\$108,136.56	\$123.00	\$124,353.00	\$107.00	\$108,177.00	\$120.00	\$121,320.00	\$140.00	\$121,320.00	\$140.00	\$141,540.00														
27	Type SP 9.5 Wearing Course Mix (3,C)	TON	420	\$ 85.00	\$ 35,700.00	\$155.00	\$65,100.00	\$139.68	\$58,665.60	\$160.00	\$67,200.00	\$140.00	\$58,800.00	\$220.00	\$92,400.00	\$145.00	\$60,900.00	\$175.00	\$73,500.00														
3" Type SP 9.5 Wearing Course Mix (3,C) - Bituminous																																	
28	Driveway w/6" Cl. 5 Aggregate	SY	281	\$ 40.00	\$ 11,240.00	\$55.00	\$15,455.00	\$47.93	\$13,468.33	\$74.00	\$20,794.00	\$65.00	\$18,265.00	\$69.00	\$19,389.00	\$35.00	\$9,835.00	\$73.00	\$20,513.00														
29	12" RC Pipe Sewer Des 3006	LF	62	\$ 60.00	\$ 3,720.00	\$115.00	\$7,130.00	\$63.15	\$3,915.30	\$84.00	\$5,208.00	\$95.00	\$5,890.00	\$107.00	\$6,634.00	\$121.00	\$7,502.00	\$90.00	\$5,580.00														
30	15" RC Pipe Sewer Des 3006	LF	30	\$ 70.00	\$ 2,100.00	\$125.00	\$3,750.00	\$74.63	\$2,238.90	\$94.00	\$2,820.00	\$105.00	\$3,150.00	\$120.00	\$3,600.00	\$132.00	\$3,960.00	\$100.00	\$3,000.00														
31	Connect into Existing Storm Sewer	EA	5	\$ 1,000.00	\$ 5,000.00	\$1,250.00	\$6,250.00	\$1,377.78	\$6,888.90	\$875.00	\$4,375.00	\$1,500.00	\$7,500.00	\$2,400.00	\$12,000.00	\$1,320.00	\$6,600.00	\$3,000.00	\$15,000.00														
32	Connect to Existing Storm Sewer	EA	12	\$ 800.00	\$ 9,600.00	\$1,250.00	\$15,000.00	\$975.93	\$11,711.16	\$875.00	\$10,500.00	\$850.00	\$10,200.00	\$2,400.00	\$28,800.00	\$1,160.00	\$13,920.00	\$3,000.00	\$36,000.00														
33	Temporary Water Service	LS	1	\$ 10,000.00	\$ 10,000.00	\$15,000.00	\$15,000.00	\$11,481.52	\$7,500.00	\$7,500.00	\$16,000.00	\$16,000.00	\$16,000.00	\$10,780.00	\$34,950.00	\$34,950.00	\$15,000.00	\$15,000.00															
34	Connect to Existing Water Service	EA	5	\$ 200.00	\$ 1,000.00	\$500.00	\$2,500.00	\$1,722.23	\$8,611.15	\$900.00	\$4,500.00	\$650.00	\$3,250.00	\$1,680.00	\$8,400.00	\$480.00	\$2,400.00	\$5,000.00	\$25,000.00														
35	1" Curb Stop & Box	EA	5	\$ 425.00	\$ 2,125.00	\$1,500.00	\$7,500.00	\$975.93	\$4,879.65	\$575.00	\$2,875.00	\$750.00	\$3,750.00	\$845.00	\$4,225.00	\$1,080.00	\$5,400.00	\$1,000.00	\$5,000.00														
36	1" Corporation Stop	EA	5	\$ 500.00	\$ 2,500.00	\$1,250.00	\$6,250.00	\$516.67	\$2,583.35	\$575.00	\$2,875.00	\$600.00	\$3,000.00	\$843.00	\$4,215.00	\$1,610.00	\$8,050.00	\$1,000.00	\$5,000.00														
37	Adjust Gate Valve & Box	EA	2	\$ 600.00	\$ 1,200.00	\$1,500.00	\$3,000.00	\$434.58	\$869.16	\$1,000.00	\$2,000.00	\$400.00	\$800.00	\$552.00	\$1,104.00	\$473.00	\$946.00	\$600.00	\$1,200.00														
38	Gate Valve & Box	EA	2	\$ 1,700.00</																													



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Ryan George, Deputy Director of Public Safety – Police Division

Title

Resolution No. 2022-103, Directing Public Safety Department to Enter Into Agreement and Authorizing Execution of Minnesota Department of Public Safety, Office of Traffic Safety, Federal Grant Program Agreement for DWI Officer

Background

Minnesota Statute § 299A.01 Subd. 2 (4) authorizes the Commissioner of the Minnesota Department of Public Safety (DPS) to publish and award grant contracts to state agencies, local units of government, and other entities for programs that will benefit the safety of the public. The Minnesota Office of Traffic Safety, which is a division of DPS, provides a grant supporting full-time officers dedicated to DWI enforcement.

Impaired driving poses a significant risk to people and property in the City of Fridley. Crashes involving impaired drivers account for approximately 25% of all fatal crashes in Minnesota. These crashes can destroy families, cause severe injuries, and have a significant financial and emotional impact on our community. The Fridley Public Safety Department is committed to removing impaired drivers from our roadways.

The City of Fridley first applied for and was awarded the federal grant funding beginning on October 1, 2019 for Fiscal Year 2020. The grant was renewed on October 1, 2020 for Fiscal Year 2021 and again on October 1, 2021 for Fiscal Year 2022. The grant will renew again on October 1, 2022 for Fiscal Year 2023.

The Fridley Public Safety Department desires to continue its partnership with the Minnesota Department of Public Safety and enter into a grant agreement for the DWI Officer grant period from October 1, 2022, through September 30, 2023.

Financial Impact

The dedicated DWI Officer's salary and benefits will be reimbursed by the Minnesota Office of Traffic Safety in accordance with the Budget Summary attached to the Grant Contract Agreement (Exhibit A).

Recommendation

Staff recommend the approval of Resolution No. 2022-103 and completion of the Certification Regarding Lobbying (Exhibit B).

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-103
- Exhibit A: Minnesota Department of Public Safety, Office of Traffic Safety, Grant Contract Agreement
- Exhibit B: Certification Regarding Lobbying

Vision Statement

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

Resolution No. 2022-103

Directing Public Safety Department to Enter Into Agreement and Authorizing Execution of Minnesota Department of Public Safety, Office of Traffic Safety, Federal Grant Program Agreement for DWI Officer

Whereas, pursuant to Minnesota Statute § 299A.01 Subd. 2 (4), the Commissioner of the Minnesota Department of Public Safety is authorized to publish and award grant contracts with state agencies, local units of government, and other entities for programs that will benefit the safety of the public; and

Whereas, according to the Minnesota Office of Traffic Safety, approximately one out of every four fatalities on Minnesota roadways involves alcohol impairment; and

Whereas, impaired drivers create an unreasonable risk to people and property in the City of Fridley; and

Whereas, the National Highway Traffic Administration has a mandate to promote the safety of those who use public roadways and has approved funding for such programs; and

Whereas, the Minnesota Office of Traffic Safety provides a grant supporting full-time officers dedicated to the enforcement of laws relating to DWI, distracted driving, speeding, and seat-belt use; and

Whereas, the City of Fridley applied for and was awarded the federal grant funding beginning on October 1, 2022.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby supports the grant and directs the Fridley Department of Public Safety to enter into a grant agreement with the Minnesota Department of Public Safety for the DWI Officer grant period from October 1, 2022, through September 30, 2023.

Be it further resolved that the City Council of the City of Fridley hereby authorizes the City Manager and Public Safety Director to execute such agreements and amendments as are necessary to implement the project on behalf of Fridley Department of Public Safety and to be the fiscal agent and administer the grant.

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2022-107, Designating Time and Number of City Council Meetings for 2023

Background

Pursuant to Fridley City Charter § 3.01, the City Council annually adopts a calendar of City Council meetings and conference meetings for the upcoming year.

Financial Impact

None

Recommendation

Staff recommend the City Council adopt Resolution No. 2022-107.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-107
- Draft 2023 City of Fridley Calendar

Vision Statement

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

Resolution No. 2022-107

Designating Time and Number of City Council Meetings for 2023

Whereas, the Fridley City Charter (Charter) § 3.01 requires the Fridley City Council to meet at a fixed time not less than once each month; and

Whereas, the Charter § 3.01 requires the Fridley City Council to meet at such times as may be prescribed by resolution; and

Whereas, it is the intent of the Fridley City Council to comply with the open meeting provisions contained in Minnesota Statutes 13D;

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

1. The Fridley City Council will hold regular meetings in the Council Chambers of the Fridley Civic Campus, 7071 University Avenue N.E., commencing at 7:00 p.m. on the following dates in 2023:

January 9, January 23, February 13, February 27, March 13, March 27, April 10, April 24, May 8, May 22, June 12, June 26, July 10, July 24, August 14, August 28, September 11, September 25, October 9, October 23, November 13, November 27, December 11 and December 18.

2. The City Council will hold conference meetings prior to regularly scheduled City Council meetings, except for the last City Council meeting in December.

Passed and adopted by the City Council of the City of Fridley this 26th day September, 2022.

Scott J. Lund – Mayor

ATTEST:

Melissa Moore - City Clerk



City of Fridley Calendar

DRAFT

Item 7.

2023

IMPORTANT DATES

JANUARY

S	M	T	W	T	F	S
1	X	3	4	5	1	7
8	9	10	11	12	8	14
15	X	17	18	19	15	21
22	23	24	25	26	22	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	X	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	X	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	X	X	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	X	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	X	11
12	13	14	15	16	17	18
19	20	21	22	X	X	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	X	26	27	28	29	30
31						

January

- 2 **New Year's Day (Obs.)**
- 9 Conference Meeting
- City Council Meeting
- 16 **Martin Luther King Jr. Day**
- 23 Conference Meeting
- City Council Meeting

February

- 13 Conference Meeting
- City Council Meeting
- 20 **Presidents' Day**
- 27 Conference Meeting
- City Council Meeting

March

- 13 Conference Meeting
- City Council Meeting
- 27 Conference Meeting
- City Council Meeting

April

- 10 Conference Meeting
- City Council Meeting
- 17 Comm. App. Dinner
- 22 Town Hall Meeting
- 24 Conference Meeting
- City Council Meeting

May

- 8 Conference Meeting
- City Council Meeting
- 22 Conference Meeting
- City Council Meeting
- 29 **Memorial Day**

June

- 12 Conference Meeting
- City Council Meeting
- 26 Conference Meeting
- City Council Meeting

July

- 3 **City Holiday**
- 4 **Independence Day**
- 10 Conference Meeting
- City Council Meeting
- 24 Conference Meeting
- City Council Meeting

August

- 14 Conference Meeting
- City Council Meeting
- 28 Conference Meeting
- City Council Meeting

September

- 4 **Labor Day**
- 11 Conference Meeting
- City Council Meeting
- 22 Emp. App. Breakfast
- 25 Conference Meeting
- City Council Meeting

October

- 9 Conference Meeting
- City Council Meeting
- 23 Conference Meeting
- City Council Meeting

November

- 10 **Veterans Day (Obs.)**
- 13 Conference Meeting
- City Council Meeting
- 23 **Thanksgiving**
- 24 **City Holiday**
- 27 Conference Meeting
- City Council Meeting

December

- 7 Annual Meeting
- 11 Conference Meeting
- City Council Meeting
- 18 City Council Meeting
- 25 **Christmas**

X - Holiday O - City Council Meeting □ - Council Conference Meeting △ - Other Meeting
One floating holiday in addition to 11 holidays.



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

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

Title

Resolution No. 2022-108, Approve Agreement for Construction Management Services for Moore Lake Park Building

Background

On Thursday, September 1st, the Park System Improvement Plan Project Management Team comprised of Public Works and Parks & Recreation Staff, sent out a request for proposals (RFP) to three construction management consultants for the Moore Lake Park Building. The proposals were due Thursday, September 15th and subsequently reviewed. Staff were impressed with the response and level of quality of the proposals.

The City of Fridley's (City) Moore Lake Park is in a highly visible location off Central Avenue and Highway 65 and is scheduled for reconstruction in 2023. Council approved the Parks System Improvement Plan in April 2022 which included a transformative reconfiguration of the park. In addition to the park is a new building that will be a year-round use facility. Exhibit A includes a floor plan and exterior renderings. As shown, the south side of the building will be an enclosed, rentable space with a gathering area, serving kitchen, restrooms and a mechanical room. The north side of the building is a terraced, covered outdoor gathering area. Oertel Architects is designing the building and the City anticipates advertising for bids in November with award in December 2022. Construction would begin Spring 2023.

Given the high visibility of the new building, staff recognized the need to employ a dedicated construction management team with experience delivering successful projects of this type and size. The RFP was structured around qualifications and experience, required services and a fee proposal (see attached).

The construction manager as advisor (CMA) will be responsible for design input, cost estimating, constructability & phasing reviews, solicitation & review of bids, contract & project management, (sub) contractor oversight, construction quality management, and close out. Note that proposers were encouraged to provide fees and alternates (additions or deductions) for any supplemental or reduced services that would provide value to the City. Examples included part-time supervision, completion of the building and park site earthwork by a single contractor and development of project website content. Of these, part-time supervision and completion of the grading for the building and park earthwork by the same contractor are being considered as advantageous to the project. Ultimately with this contracting arrangement, the City will be more likely to guide the project within budget and the CM

Vision Statement

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

services will reduce or eliminate the amount of general contracting and special inspection/oversight services during construction.

A weighted scoring system was implemented by Staff during review of the proposals. The proposers were instructed to breakdown the fee as appropriate for their prescribed schedule. Costs were competitive amongst the firms and a proposal summary is attached. Note Project approaches were similar. However there were two standout proposals. Staff scoring revealed a proposal from Kraus-Anderson Construction with many strengths and significant confidence they will deliver a successful project. Kraus-Anderson provided a base fee of \$286,782 for up to \$3 million in construction, with a construction fee of 1.95% in excess of the base amount. This fee compares competitively with other historic projects in Fridley.

If approved, the attached AIA contract would be approved by both parties, with inclusion of any specifics after review with the City Attorney and concurrence of the City Manager. The schedule of construction management services would begin upon execution of the agreement.

Financial Impact

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

Recommendation

Staff recommends the approval of Resolution No. 2022-108.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-108
- Exhibit A – Request for Proposals
- Exhibit B – Proposal Summary
- Exhibit C – AIA Document C132-2019

Vision Statement

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

Resolution No. 2022-108**Approve Agreement for Construction Management Services for Moore Lake Park Building**

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

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

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

Whereas, the Park System Improvement Plan includes construction of a building in Moore Lake Park budgeted at \$3 million; and

Whereas, staff has requested, received, and ranked three proposals received for construction management services related to the building and recommends Kraus-Anderson Construction to provide construction management services;

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves finalization and execution of an Agreement for Construction Management Services for the Moore Lake Park Building with Kraus-Anderson Construction in the amount of \$286,782.00.

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



Moore Lake Building

Request for Proposals

September 1, 2022

Revised 9/12/2022



NOTICE OF ADDENDUM

City of Fridley - Moore Lake Building Request for Proposals

Revised Request for Proposals

1. The Request for Proposals has been revised as follows:
 - A. Description of Project – Added Building Overview Section
 - B. Description of Project – Added Project Requirements/Additional Information Section
 - a. This project is subject to the most current prevailing wage rates (see attached Section 00 43 43 Wage Rate Form – Employment Requirements)
 - b. The existing building will be demolished prior to the start of new building construction
 - c. SWPPP to be prepared by City and inclusive of the building construction and park site work
 - d. Draft geotechnical report is included in the appendix
 - e. Anoka County Gardena Roundabout Project plans and schedule is included in the appendix
 - f. City Biochar- and Iron-Enhanced Sand Filter Project plan and schedule is included in the appendix
 - C. Required Services
 - a. Revised Item 6, Management of Contracts, with reference to AIA Document A132-2019
 - b. Revised Item 8a, Contract & Construction Administration, to clarify full-time on-site supervision
 - c. Revised Item 8j, Contract & Construction Administration, to include Viewpoint as an approved online documentation tool
 - D. Fee Proposal
 - a. Revised Fee Proposal to instruct Proposers to breakdown the proposed fee as appropriate for the required project phases *and prescribed schedule*. *Proposers are encouraged to provide fees and alternates (deductions) for any supplemental or reduced services that would provide value to the project, owner, and public. Examples include part-time site supervision, completion of building and park site earthwork by single contractor, project website images/video, etc.*
 - E. Appendix
 - a. Added appendix with the following documents:
 - i. Building Floor Plan & Renderings
 - ii. Section 00 43 43 Wage Rate Form – Employment Requirements
 - iii. Draft Geotechnical Report
 - iv. Anoka County Gardena Roundabout Project Plans & Schedule
 - v. Biochar- and Iron-Enhanced Sand Filter Project Plan & Schedule



Moore Lake Building

Request for Proposals

Statement of Purpose

The City of Fridley is seeking qualification and fee proposals for construction management as adviser for the new Moore Lake Building. The park is situated on East Moore Lake with access off Central Avenue, just north of I-694. In addition to a new building for community gathering, the existing park will undergo a transformative reconfiguration with new park features and amenities. A concept plan is shown below.



Submission Requirements

For your proposal to be considered, a submittal in digital format (PDF) must be received no later than 4:00 pm on Thursday, September 15, 2022. Proposals are to be limited to 30 page faces. Submittals are to be sent to the project representative with contact information as outlined below. Additionally, all questions can be sent to the project representative before the end of day Friday, September 9, 2022.

Project Representative: Nic Schmidt / *Email:* nic.schmidt@fridleymn.gov / *Ph:* (763) 238-8058



Moore Lake Building

Request for Proposals

Proposal Process and Schedule

Qualification and fee proposals will be submitted as outlined above and subsequently reviewed by the Project Team. Prior to submitting proposals, candidates will be invited for a brief 30-minute interview with the Project Team. Pre-proposal meetings will be scheduled between September 7th through September 9th. The intent of the interview is to overview project approach and discuss ideas on delivery. Note RFP questions are due at the end of day September 9th and an addendum will be issued no later than September 13th, if applicable.

Solicitation for Proposals	September 1, 2022
Pre-proposal Meeting	Sept. 7 – Sept. 9, 2022
Proposals Due	September 15, 2022
Contract	Week of Sept. 19

Qualifications and Experience

The City seeks to employ a dedicated team that has experience delivering successful projects of this type and size of building. It is desired that interested firms have the following qualifications and experience with their staff assigned as the Team to deliver the Project services:

1. Two or More Projects of Similar Size and Scope
 - a. Examples
 - i. Public Projects
 - ii. Park Building Projects
 - iii. Park Reconstruction & Development Projects
 - iv. Project Cost (Pre- & Post-Construction)
 - b. Project Team
 - i. Project Manager / Management Structure & Key Personnel
 - ii. On-Site Supervision & Key Personnel
 - c. Project Approach
 - i. Review of Design Deliverables
 - ii. Team Integration with Design Team
 - iii. Cost Estimating
 - iv. Constructability & Phasing Reviews
 - v. Construction Quality Management

Description of Project

Building Overview

The new park building will be a year-round use facility. The attached exhibit includes a floor plan and exterior renderings. As shown, the south side of the building will be an enclosed, rentable space with a gathering area, serving kitchen, restrooms and a mechanical room. The



Moore Lake Building

Request for Proposals

north side of the building is a terraced, covered outdoor gathering area. Utilities to the new building will be served from Central Avenue, including water, sewer, gas, electric and fiber. The City anticipates advertising for bids in November with award in December 2022. Construction would begin Spring 2023, at the latest.

Project Requirements/Additional Information

1. This project is subject to the most current prevailing wage rates (see attached Section 00 43 43 Wage Rate Form – Employment Requirements)
2. The existing building will be demolished prior to the start of new building construction
3. SWPPP to be prepared by City and inclusive of the building construction and park site work
4. Draft geotechnical report is included in the appendix
5. Anoka County Gardena Roundabout Project plans and schedule is included in the appendix
6. City Biochar- and Iron-Enhanced Sand Filter Project plan and schedule is included in the appendix

Required Services

1. Cost Evaluation
2. Bid Packages
3. City to Provide Front-End Documents, Including Incorporation of City Legal Requirements
 - a. Development and integration of bid divisions in cooperation with the bid packages as required to meet the prescribed project approach and facilitate design, award and construction.
4. Advertising for Bids & Solicitation
 - a. City to publish advertisement for bids
 - b. Construction Manager to author & assist
5. Review of Bid Results & Development of Contracts for Council Award
6. Management of Contracts (See attached AIA Document A132-2019)
7. Self-Performance of Work is not Permitted
8. Contract & Construction Administration
 - a. Full-time on-site supervision
 - b. Project management services
 - c. On-site inspection of work performed
 - d. Review of shop drawings & coordination of all submittals
 - e. Preparation & review of cost changes
 - f. Preparation & review of contractor payment requests
 - g. Compilation of project closeout documents & contract completion
 - h. Coordination of benchmarking and startup



Moore Lake Building

Request for Proposals

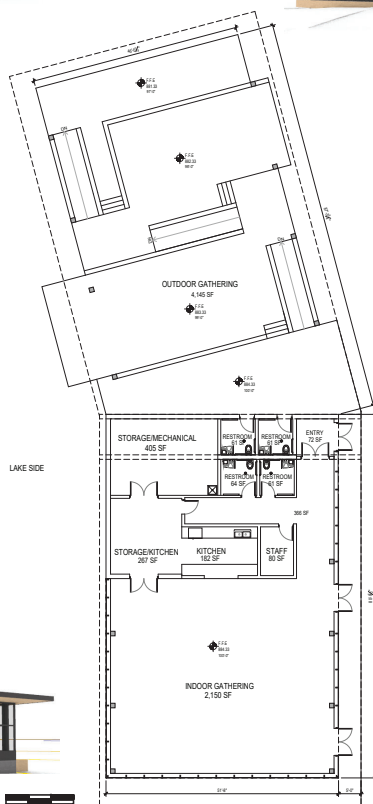
- i. Conduct periodic, on-site construction progress meetings with critical contactors in attendance for the benefit of Architect and Owner update & review of work
 - j. Use of online documentation tool: Procore, Viewpoint, or equal
9. Represent City as purchasing agent

Fee Proposal

The Construction Manager is to breakdown the proposed fee as appropriate for the required project phases and prescribed schedule. Proposers are encouraged to provide fees and alternates (deductions) for any supplemental or reduced services that would provide value to the project, owner, and public. Examples include part-time site supervision, completion of building and park site earthwork by single contractor, project website images/video, etc.

APPENDIX

Building Floor Plan & Renderings
Section 00 43 43 Wage Rate Form – Employment Requirements
Draft Geotechnical Report
Anoka County Gardena Roundabout Project Plans & Schedule
Biochar- and Iron-Enhanced Sand Filter Project Plan & Schedule
AIA Document A132-2019



1 FLOOR PLAN 3/32" = 1'-0" 

MOORE LAKE PARK
FACILITY

FRIDLEY, MN

NOT FOR CONSTRUCTION

PROJECT NUMBER:	000
-----------------	-----

DATE ISSUED: 000000 000000 000000

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CHECKED BY: _____

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT IN THE STATE OF MINNESOTA.

SIGNATURE _____

DATE _____

FLOOR PLAN

Sheet No. _____

00 43 43

WAGE RATE FORM – EMPLOYMENT REQUIREMENTS**E-1 PREAMBLE**

It is in the public interest that public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works be compensated according to the real value of the services they perform. Therefore, the City of Fridley will administer this Contract according to the provisions set forth in Minn. Stat. §§ 177.41 - 177.44 and 6 MCAR 5200.1120.

E-2 EQUAL EMPLOYMENT OPPORTUNITY

Because the City requires and follows a policy of Affirmative Action and will not tolerate discriminatory acts, Contractor shall not discriminate against any person on the basis of age, sex, religious beliefs, political affiliations, or other protected classifications under federal, state, or local laws or regulations.

E-3 LABOR PROVISIONS

The Contractor shall have copies of these Specifications on file at the job headquarters, and shall post a notice, approved by the Engineer, in a conspicuous place at the site of the work, informing employees that these provisions are available for their inspection. If a job headquarters is not provided, the Contractor shall provide an individual copy to each employee on the City job. A copy of the submitted notice will be provided to the City Engineer.

E-4 MINIMUM WAGE RATES

1. The minimum hourly rates of wages required to be paid for all hours worked to the various laborers and mechanics employed by the Contractor and subcontractors under the Contract shall be an amount equal to the sum of the basic hourly rate plus applicable fringe benefits as certified by the Minnesota Department of Labor and Industry for State Funded Construction Projects. The wage rates for this contract are hereby established and incorporated as found on the date bids are opened at the following website address:
<http://workplace.doli.state.mn.us/prevwage/highway.php>. The rates for Anoka County (Region 9) apply to this contract.
2. "Prevailing wage rate" means the hourly basic rate of pay plus the contribution for health and welfare benefits, vacation benefit, pension benefits, and any other economic benefit. Minn. Stat. § 177.42, Subd. 6.
3. The laborer or mechanic must be paid at least the prevailing wage rate in the same or most similar trade or occupation in the area as provided by the Commissioner of Labor and Industry Master Job Classification. Minn. Stat. § 177.44, Subd. 3 and 4.
4. If a construction project extends into more than one area, there shall be only one standard of hours of labor and wage rates for the entire project Minn. Stat. § 177.44, Subd. 4.

5. The City of Fridley shall apply classifications of labor, as listed under 6 MCAR 5200.1100 - Master Job Classifications. Under Standard Specifications for Construction S.S. - 1906, the City of Fridley shall withhold such amounts as may be needed to protect the City's interest in consideration of charges or assessments against the Contractor, whether arising from this Contract or any other Contract with the City.
6. The wage rates contained in the Contract and MnDOT's poster titled "Notice to Workers" (Tp-02126-03) must be kept posted on the project work site by the Contractor in at least one conspicuous place for the information of all the employees working on the project. Minn. Stat. § 177.44, Subd. 5. It is the responsibility of the Contractor to obtain a copy of the current wage schedule from the Minnesota Department of Labor and Industry prior to bidding.
7. **Apprentice**
 - A. Establishment of wage rates. Apprentices working on state projects are not subject to the prevailing wage rate determination, except as they may be affected by registered apprenticeship agreements. The hourly rates of pay for such workers are established by the particular program to which the apprentice or trainee is subject. 6 MCAR 5200.1070, Subp. 1.
 - B. The term "apprentice" means:
 1. A person employed and registered in a bona fide apprenticeship program registered with the U.S. Department of Labor or with the same apprentice agency, and
 2. A person in the first 90 days of probationary employment as an apprentice who is not registered in the program but who has been certified by the U.S. Bureau of Apprenticeship and Training or state apprenticeship agency or council to be eligible for a probationary employment as an apprentice. 6 MCAR 5200.1070, Subp. 2.
 - C. Any employee listed on a payroll for a state project that does not fall within the term "apprentice" defined above shall be paid the prevailing wage rate for the classification of work performed.

E-5 PREVAILING HOURS OF LABOR

The Prevailing Wages for State Funded Construction Contracts issued by the Minnesota Department of Labor and Industry, which are available from the Department of Labor and Industry, set forth the Prevailing Hours of Labor as eight (8) hours per day and 40 hours per week. In accordance with Minnesota Statutes Section 177.44, Subdivision 1, employees may not be permitted or required to work longer than the Prevailing Hours of Labor unless the employee is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times his/her hourly basic rate of pay; nor shall he/she be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

E-6 REQUIRED CONTRACT PROVISIONS

These contract provisions all apply to all work performed on the contract by the Contractor with his/her own organization and with the assistance of workmen under his/her immediate supervision and to all work performed on the contract by piecework, station work or by subcontract.

The Contractor shall insert in each of his/her subcontracts all stipulations contained in these Required Contract Provisions and also a clause requiring his/her subcontractors to include these Required Contract Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

The breach of any of the stipulations contained in these Required Contract Provisions may be grounds for termination of the contract.

E-7 STATEMENTS AND PAYROLLS

1. The Contractor and all subcontractors shall provide information, based on the Contractor's employee payment schedule, to the Project Engineer. Minn. Stat. § 177.44, Subd. 1.
2. The Contractor and all subcontractors may provide the following types of payroll information to the City to satisfy this requirement. Payroll information need not include all the listed information below, but failure to provide the listed information may delay payment of funds or result in additional inquiries.
 - A. The employee's full name, address, and social security number. The employee's address and social security number need only appear on the first payroll on which their name appears.
 - B. The employee's classification as defined under 5200.1100 Master Job Classifications.
 - C. Entries showing the employee's basic hourly wage rate, including any fringe benefits amounts paid in cash. The payroll should show separately the amounts contributed on behalf of the employee to "bona fide" fringe benefit funds and/or programs.
 - D. The employees daily and weekly hours worked in each classification, including overtime hours worked.
 - E. The itemized deductions made.
 - F. The net wages paid.
3. The Contractor and subcontractor shall submit, along with the payroll information, a statement specifying that the individual signing the statement attest that the information on the payrolls is true and correct. The statement shall specify that the willful falsification of any information on the payroll may result in civil or criminal prosecution. Contractors may attach to the payroll MnDOT's form 21658.
4. The City of Fridley may examine all Contractor and subcontractor records related to hours of work and the wages paid to laborers and mechanics working on the project. Minn. Stat. § 177.44, Subd. 7. The City of Fridley may interview Contractor and subcontractor employees during work hours on the project.

5. The City of Fridley shall require adherence to the state prevailing wage law. As such, the City of Fridley will withhold funds sufficient to protect the City's interest in the implementation of these Specifications against the Contractors as provided for under Section 1906, Standard Specification for Construction. Minn. Stat. § 177.44, Subd. 7.

E-8 PREVAILING WAGE STATEMENT

The City of Fridley finds it to be in the best interest of its citizens that buildings and public works projects constructed with City funds be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working under contract on buildings and public works constructed in whole or in part with City funds should be compensated according to the real value of the services they perform which, for purposes of this Contract, is defined as the prevailing wage and hours of employment as determined for the City by the Minnesota Department of Labor and Industry, pursuant to Minnesota Statutes, Section 177.42, subd. 6.

E-9 PAYROLL CERTIFICATION

The Contractor shall submit certification that he has complied with this section of the specifications before the final payment will be made. Copies of weekly payroll statements may be required by the Owner.

E-10 STATEMENT OF COMPLIANCE WITH WORKERS COMPENSATION ACT

The undersigned hereby states that (he) (she) (it) is in full compliance with Minnesota Worker's Compensation Act, M.S.A. 176.01 et. seq., and gives this Statement as evidence thereof as per Minnesota Statutes, Section 176.182.

The undersigned hereby states that (he) (she) (it) carries workers compensation insurance in the amount of \$ _____ in compliance with Minnesota Statutes, Section 176.181(2).

The undersigned hereby states that if (he) (she) (it) is exempt from the Minnesota Worker's Compensation Act for the following reason(s):

That the only persons engaged in the businesses are:

_____ The partners, their spouses, parents or children, regardless of age; or

_____ The executive officer, who owns more than 25% of the stock, his or her spouse, parents or children, regardless of age, of a closely held corporation with less than 22,880 hours of payroll per year; or

_____ Persons whose employment is casual, and not in the usual course of the trade, business, profession or occupation of the undersigned; or

_____ Persons employed by the corporation where those persons are related by blood or marriage, within the third degree of kindred according to the rules of civil law; to all of the officers of the corporation and the corporation has filed a written election with the Commissioner of Labor and Industry to have those persons excluded from the Minnesota Worker's Compensation Act; or

____ Other: (Cite Legal Authority)

The undersigned shall indemnify, defend and hold the City of Fridley harmless from any and all damages and claims that may arise by reason of any injury to the undersigned, (his) (her) (its) agents or employees, in the performance of the contract with the City; and in case any action is brought therefore against the City of Fridley, the undersigned shall assume full responsibility for the defense thereof, and upon (his) (her) (its) failure to do so on proper notice, the City of Fridley reserves the right to defend such action and to charge all costs thereof to the undersigned.

In furtherance of this statement of compliance with Minnesota Statutes, Section 176.182, the undersigned the attached certificate of workers' compensation insurance that provides the name of the insurance company, the policy number and dates of coverage or the attached copy of the permit to self-insure.

Dated this _____ day of _____, 2022.

Contracting Firm Name

Signature

Title

Address

City State Zip

Telephone Number

CORPORATE ACKNOWLEDGMENT

Dated this _____ day of _____, 2022.

Subscribed and sworn to before me this ____ day of _____, 2022.

SAMPLE

END OF SECTION 00 43 43



REPORT OF GEOTECHNICAL EXPLORATION

Moore Lake Park Building
5890 Central Avenue NE
Fridley, Minnesota

AET Project No. P-0010684

Date: August 3, 2022

Prepared for:

City of Fridley

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing

5548 Barthel Industrial Drive NE, Suite 500
Albertville, MN 55301
TeamAET.com • 800.792.6364



August 3, 2022

City of Fridley
7071 University Avenue N
Fridley, Minnesota 55432

Attn: Nic Schmidt

RE: Geotechnical Exploration
Moore Lake Park Building
5890 Central Avenue NE, Fridley, Minnesota
AET Report No. P-0010684

Dear Mr. Schmidt:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for your Moore Lake Park Building project in Fridley, Minnesota. These services were performed according to our proposal to you dated March 1, 2022.

We are submitting one electronic (.pdf) copy of the report to you.

Please contact me if you have any questions about the report. I can also be contacted for arranging construction observation and testing services.

Sincerely,
American Engineering Testing, Inc.



Kevin B. Beidelman
Geologist I
kbeidelman@teamAET.com
Mobile: (763) 244-5413



SIGNATURE PAGE

Prepared for:

City of Fridley
7071 University Avenue N
Fridley, Minnesota 55432

Attn: Nic Schmidt

Prepared by:

American Engineering Testing, Inc.
5548 Barthel Industrial Drive NE, Suite 500
Albertville, Minnesota 55301
(651) 659-9001/www.TeamAET.com

Authored by:

A handwritten signature in blue ink, appearing to read 'K.B.', is written over a horizontal line.

Kevin B. Beidelman
Geologist

Reviewed by:

A handwritten signature in black ink, appearing to read 'Robert J. Olson', is written over a horizontal line.

Robert J. Olson, PE (MN)
Branch Manager

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under Minnesota Statute Section 326.02 to 326.15

Name: Robert J. Olson

Date: August 3, 2022

License #: 45023

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 PROJECT INFORMATION	1
4.0 SUBSURFACE EXPLORATION AND TESTING	2
4.1 Field Exploration Program	2
4.2 Laboratory Testing	2
5.0 SITE CONDITIONS	2
5.1 Surface Observations	2
5.2 Subsurface Soils/Geology	3
5.3 Groundwater	4
6.0 RECOMMENDATIONS	5
6.1 Approach Discussion	5
6.2 Building Grading	5
6.3 Foundation Design	7
6.4 Floor Slab Design	8
6.5 Utilities	8
6.6 Exterior Building Backfilling	10
6.7 Pavements	11
7.0 CONSTRUCTION CONSIDERATIONS	14
7.1 Potential Difficulties	14
7.2 Excavation Backsloping	15
7.3 Observation and Testing	15
8.0 ASTM STANDARDS	15
9.0 LIMITATIONS	15

STANDARD SHEETS

Floor Slab Moisture/Vapor Protection
Freezing Weather Effects on Building Construction
Definitions Relating to Pavement Construction
Bituminous Pavement Subgrade Preparation and Design
Definitions Relating to Utility Construction
Bedding/Foundation Support of Buried Pipe
Utility Excavation Backfilling

APPENDIX A – Geotechnical Field Exploration and Testing

Boring Log Notes
Unified Soil Classification System
Figure 1 - Boring Locations
Subsurface Boring Logs

APPENDIX B – Geotechnical Report Limitations and Guidelines for Use

Draft

1.0 INTRODUCTION

The City of Fridley proposing to construct a new park building at Moore Lake Park in Fridley, Minnesota. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services and provides our engineering recommendations based on this data.

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated March 1, 2022, which you authorized on March 2, 2022. On May 26, 2022 you authorized up to 2 additional soil borings to define the extents of buried organics. The authorized scope consists of the following.

- Drilling 12 standard penetration test borings to depths of 14½ feet.
- Performing soil laboratory testing.
- Performing a geotechnical engineering review based on the data and preparing this report.

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

3.0 PROJECT INFORMATION

We understand that the city of Fridley (the City) is proposing to construct a new park building at Moore Lake Park in Fridley, Minnesota. The proposed building will be 1 story in height and approximately 2,650 square feet in size. It will be a slab on grade, steel framed structure with a flat steel or wood framed roof that will possibly support a roof deck. Building finished floor elevations were not provided. Building load information was not provided; however, based on our experience with similar structures, we estimate the bearing wall loads will range from about 2 to 4 kips per lineal foot and maximum column loads will not exceed 50 kips. We assume floor loads to be approximately 100 to 150 pounds per square foot (psf). These loads will be confirmed for the final report.

A proposed driveway and parking lot will be constructed adjacent to the new building. The driveway is anticipated to be a bituminous surface with traffic anticipated to be primarily for light trucks and an occasional larger garbage or delivery truck. We expect the pavements will experience axle loads of 4 to 10 tons.

Our foundation design assumptions include a minimum factor of safety of 3 with respect to the ultimate bearing capacity. We assume the structure will be able to tolerate total settlements of up to 1 inch, and differential settlements over a 30-foot distance of up to ½ inch.

The above stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

4.0 SUBSURFACE EXPLORATION AND TESTING

4.1 Field Exploration Program

The subsurface exploration program conducted for the project consisted of (12) standard penetration test borings. The client determined the number of borings, boring locations, and boring depths. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 1 in Appendix A. The borings were located in the field by AET personnel by taping from nearby site features. Surface elevations were measured in the field by AET personnel using an engineer's level. The benchmark reference was the top nut of hydrant located in the southeast corner of Central Avenue and Cardena Avenue. This benchmark has an elevation of 889.83 feet, as provided by the City of Fridley.

4.2 Laboratory Testing

The laboratory test program included water content testing and organic content testing. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed, or on the data sheets following the logs.

5.0 SITE CONDITIONS

5.1 Surface Observations

The existing parcel is currently a city park along Moore Lake. The park includes a beach, playground, tennis and basketball courts, bituminous paved parking area, and a small park building along the beach. The site of the proposed new park building is within the existing paved parking area and existing park building. The park building and a portion of the existing pavement

will be removed for the new construction. The site is relatively flat with a slight downward slope from south to north. Elevations at our soil borings ranged from 881.7 feet at Borings SB-2 and SB-6 down to 880.5 feet at Borings SB-3 and SB-9.

5.2 Subsurface Soils/Geology

5.2.1 General Profile

The generalized soil profile shown by the logs of the borings consists of topsoil, fill, or possible fill over coarse alluvial sands and till to the depth of termination. We also found buried swamp deposits at six of the boring locations.

5.2.2 Fill or Possible Fill

Fill or possible fill soils were encountered at the surface of all borings to depths of about 2 to 4½ feet beneath existing grade. Bituminous pavement with gravel aggregate base was also encountered in all borings, except SB-3, SB-7, SB-11, and SB-12, overlaying fill soils. The possible fill, which was classified as 'Till or Fill', was encountered in Boring SB-9. We could not determine the geological origin based on the recovered samples. The fill and possible fill soils are primarily clayey sands, sandy lean clays, silty sands, gravelly silty sands, sands with silt, and sands with various amounts of gravel and organics. These soils were mostly frozen to depths of 4 to 6 feet at the time of drilling. These soils are moderate to slow draining and susceptible to freeze-thaw movements. Due to the undocumented placement and presence of the organic fines, we judge that these soils were not placed and compacted for structural support.

5.2.3 Swamp Deposit

Swamp deposits were encountered in Borings SB-1, SB-2, SB-4, SB-6, SB-11, and SB-12. The swamp deposits were discovered at 4 ½ to 7 feet below existing grade with thicknesses ranging from 2 ½ to 5 feet and over 8 feet in SB-2. Total thickness was not discovered in SB-2 as the boring terminated within the organic clay. The swamp deposits consist primarily of clay with various amounts of organics, silty sand with organics, and sapric peat with sand. The sapric peat soils are slow draining and highly susceptible to freeze-thaw movements. Due to the high moisture contents and presence of the organics, we judge these soils to have low strength and be highly compressible under structural loads. The silty sand with organic fines are moderately slow draining and moderately susceptible to freeze thaw movements. We judge these soils to have moderate strength and slightly compressible under structural loads.

5.2.4 Coarse Alluvium

Coarse alluvial sands were found overlaying the swamp deposits in SB-1, SB-2, SB-11, and SB-

12, and overlaying the till soils in SB-4, SB-5, SB-6, and SB-7. The coarse alluvial soils consist of silty sands, sands with silt, and sands. The coarse alluvial soils contain variable amounts of gravel. These alluvial soils range from very loose to medium dense and are judged to have moderate to moderately high strength and moderate to low compressibility under the anticipated structural loads. The sands and sands with silt are fast draining and are judged to have low susceptibility to freeze-thaw movements. The silty sands are moderately fast draining and are frost susceptible.

5.2.5 Till

Till soils were encountered in all borings except in Boring SB-2 due to termination in the swamp deposits. The till soils consist of clayey sands and sandy lean clay with a little gravel. These soils had an N-value of 2 to 29 blows per foot. The water content ranged from 14 to 24%. We judge the till to have high strength and low compressibility. These soils are slow draining and frost susceptible.

5.3 Groundwater

We encountered groundwater while drilling in Boring SB-1, SB-2, SB-4, SB-5, SB-11, and SB-12. Groundwater was measured at depths ranging from about 7 feet to 12½ feet. Based on these measured groundwater levels, it is estimated that they range in elevation from about 869.1 feet to 873.9 feet.

Borings SB-3, SB-6, SB-7, SB-8, SB-9 and SB-10 encountered wet soils at depths from 5 ½ to 14½ feet, respectively; however, groundwater was not measured at the completion of the boring. The wet soils encountered could be due to a perched groundwater. Perched water occurs when water becomes trapped in faster draining soils between or above slower draining silty soils. The wet soils could also reflect the long-term groundwater level; additional time may have been required over the time of drilling for the water to stabilize in the borehole.

Groundwater levels fluctuate due to varying seasonal and annual rainfall and snow melt amounts, as well as other factors. The groundwater level will also be influenced by the adjacent Moore Lake. The water level of Moore Lake was measured at 877.7 feet in elevation. The Minneapolis metro area has been in a low precipitation pattern for the last 2 years and the presently observed ground water levels may be lower than normal.

6.0 RECOMMENDATIONS

6.1 Approach Discussion

As discussed, the soil profile at this site consists of fill, possible fill, buried swamp deposits, alluvial soils, and till. Based on our review of the soil conditions at the boring locations it is our opinion that the surficial soils, possible fill, and underlying swamp deposits are not suitable to support the proposed building in their present condition. The proposed Moore Park Building location is west and south of the borings containing swamp deposits. Because of the depths of the organic soils, it is our judgment that an excavation and refill operation may be cost prohibitive if the building will be located in the areas with buried swamp deposits; we have not given recommendations for this alternative for pricing information. Our recommendations are for the building location in the area of existing fills and near Boring SB-12, south of the area where we found buried sapric peat organic soils. Please contact us if the proposed building location changes; this may affect our recommendations.

Based on the soil conditions encountered at our boring locations and on the design information that is available, it is our opinion that the building can be supported on conventional spread footings after removing the fill, possible fill, and organic sapric peat swamp deposits (if present) to the underlying, silty sand with organic fines, less than 3% organic content, alluvial sands or till and placing engineered fill to attain building subgrade elevation.

We recommend that full-time observation and testing services be provided by a Geotechnical Engineer/Technician during stripping of the near surface soils and excavation of the previously placed fill with observation of all exposed soils prior to placing new fill or concrete.

Details of our recommendations for site preparation are as follows.

6.2 Building Grading

6.2.1 Excavation

To prepare the building area for foundation and slab support, we recommend complete excavation of the fill, possible fill, and organic sapric peat swamp deposits (if present), thereby exposing the silty sand with organic fines, less than 3% organic content, alluvial sands and/or till. Any existing building foundations, slabs, and utilities should also be removed from within the building footprint and associated foundation oversize. This would result in excavation depths at the boring locations as shown in Table 6.2.1.

Table 6.2.1 – Recommended Excavation Depths

Boring Location	Surface Elevation (ft)	Excavation Depth (ft)	Approximate Excavation Elevation (ft)
SB-3	880.5	4	876½
SB-4	881.2	9½	872
SB-5	881.3	4½	877
SB-6	881.7	8	874
SB-7	880.7	4½	876½
SB-8	881.3	7	874½
SB-9	880.5	4½ (7 ^{**})	876 (873½)
SB-10	881.4	4½	877
SB-11	880.8	4½ ^{***} (9½)	876 (871½)
SB-12	881.0	2 ^{***} (9½)	879 (871½)

* Rounded to the nearest ½ foot. **Possible Fill ***Perform test pits to confirm swamp deposit has low enough organic content and can remain in place beneath footings.

The depth/elevation indicated in Table 6.2.1 is based on the soil condition at the specific boring location. Since conditions will vary away from the boring location, it is recommended that AET geotechnical personnel observe and confirm the competency of the soils in the entire excavation bottom prior to new fill or footing placement.

Where the excavation extends below foundation grade, the excavation bottom and resultant engineered fill system must be oversized laterally beyond the planned outside edges of the foundations to properly support the loads exerted by that foundation. This excavation/engineered fill lateral extension should at least be equal to the vertical depth of fill needed to attain foundation grade at that location (i.e., 1:1 lateral oversize).

6.2.2 Fill Placement and Compaction

Fill placed to attain grade for foundation and floor support should be compacted in thin lifts, such that the entire lift achieves a minimum compaction level of 98% of the standard maximum dry unit weight per ASTM:D698 (Standard Proctor test). Fill soils should be placed and compacted at water contents within ±3% of the respective optimum water contents, based on the respective Standard Proctor tests in lifts of 8 inches or less. Some drying or wetting of the fill may be needed at the time of placement.

The excavated onsite fill soils and alluvial soils can be used as structural fill provided they are free of rubble or organic matter. If additional fill material is required for grading, we recommend

importing sands or sands with silt meeting MnDOT 3149.2.B.2 Select Granular Borrow, with less than 8% passing the number 200 sieve, similar to the existing site soils. If a different material is proposed, samples should be submitted to AET for review. It is not within our scope to determine how much existing fill soil is available for re-use. If fill is placed at or below the groundwater level, the fill should be sand with less than 3% passing the number 200 sieve and no more than 40% passing the number 40 sieve. We recommend that this type of fill be used up to elevation 878 feet. The excavation should be dewatered to allow for fill placement in an excavation free of standing water.

Frozen soils should not be used as fill and fill should not be placed over frozen soils.

If there are areas where fill is placed on slopes, we recommend benching the sloped surface (benches cut parallel to the slope contour) prior to placing the fill. Benching is recommended where slopes are steeper than 4:1 (H: V).

Please refer to the standard data sheets at the end of this report titled "Excavation and Refilling for Structural Support" for general information regarding excavation and fill placement for foundation support. Also refer to the sheet titled "Freezing Weather Effects on Building Construction" for general information regarding site grading and construction during the winter.

6.3 Foundation Design

The structure can be supported on conventional spread foundations placed on the natural alluvial soils, till, or newly compacted fill. We recommend perimeter foundations for heated building space is placed such that the bottom is a minimum of 48 inches below exterior grade. We recommend foundations for unheated building space (such as canopy foundations) be extended to a minimum of 60 inches below exterior grade. All foundation bases should be surface compacted with a large plate compacter or vibratory roller prior to foundation placement.

Based on the conditions encountered, it is our opinion the building foundations can be designed based on a net maximum allowable soil bearing pressure of 2,500 psf. It is our judgment this design pressure will have a factor of safety of at least 3 against the ultimate bearing capacity. The footings should have a minimum width of 24 inches for strip footings and 36 inches for column footings to avoid disproportionally small footing sizes. We judge that total settlements under this loading should not exceed 1 inch. We also judge that differential settlements of conditions depicted by the borings should not exceed ½ inch.

6.4 Floor Slab Design

After completion of the earthwork recommended in Section 6.2, it is our judgement that the floor slab can be supported by the new compacted fill soils.

The backfill around the foundations and interior utility trenches should be placed in thin lifts, with each lift compacted using vibratory or impact equipment, to at least 95% of the standard maximum dry unit weight per ASTM: D698. The fill should be placed in lifts thin enough to attain the specified compaction level throughout the entire lift thickness.

For constructability purposes, we recommend placement at least 5 inches of Class 5 aggregate base (meeting MnDOT Specification 3138) immediately below the floor. We recommend designing the floor slab using a Modulus of Subgrade Reaction (k-value) of 200 pci if placed on at least 5 inches of aggregate base. If less than 5 inches of aggregate base is constructed, a k-value of 150 pci should be used for slab design.

For recommendations pertaining to moisture and vapor protection of interior floor slabs, we refer you to the attached standard sheet entitled "Floor Slab Moisture/Vapor Protection." Typically, most floor covering installers require the vapor retarder to be placed directly below the concrete slab for warranty purposes.

6.5 Utilities

Excavation for underground utility construction will likely extend into the primarily clayey and silty sand fill soils; the naturally-deposited sandy soils (coarse alluvium); and the organic swamp deposits in some portions of the project. Where clayey/silty soils or organic soils are present at the pipe invert in areas where open trench installations are used, the soil at the bottom of the trench should be over-excavated to allow placement of a minimum of 6 inches of granular bedding below the pipe. In organic soils, this bedding layer should be increased to at least 12 inches. If the soils are soft and susceptible to disturbance, or if organic soils are present, we recommend placing a geotextile separator fabric between the subgrade and the pipe bedding to reduce mixing of the subgrade and the bedding. We also recommend that the contractors remove any cobbles/boulders in the utility line trenches prior to utility line installation. This will reduce the potential for the development of point loads on the pipe that would not be accounted for in the pipe design.

The organic soils have less support than the till or alluvial soils. However, the parking lot has been in place for a number of years and the organic soils have been loaded to their present condition. In areas where wet or organic soils are present at invert elevation, granular bedding

should be used for proper pipe support as discussed above.

Please refer to the attached standard sheet entitled “Utility Excavation Backfilling” and “Bedding/Foundation Support of Buried Pipe” for additional details regarding utility bedding and utility backfilling.

We are not anticipating that the groundwater table would be encountered for excavations above a depth of 4 to 5 feet for the present groundwater conditions. Excavations below this depth may require dewatering to maintain a dry excavation. A well point system would likely be required in the fast draining sand soils; sump pits and pumps would be required for the more cohesive till soils. Please contact us for additional recommendations if deep utility excavations are anticipated. The design of the dewatering system is the responsibility of the project contractor and should be designed such that the drawdown does not influence neighboring buildings, streets, or utilities.

6.5.1 Trench Backfill

Excavated organic soils should not be used as backfill. The excavated non-organic sand soils can be used as backfill for new storm sewer trenches. Review of our borings indicates that the trench backfill will primarily consist of sands, silty sands, sand with silt, and clayey sand.

Utility trench backfill should be placed per the requirements of MnDOT Specification 2105.3F1 (Specified Density Method). The backfill soils should be placed in a maximum lift thickness of 1 foot or less for the granular soils and 8 inches or less for any cohesive soils. This specification requires all backfill soils placed within an excavation trench be compacted to a minimum of 100% of the standard maximum dry unit weight defined in ASTM: D698 (Standard Proctor test). Consideration can be given to modifying the project specifications to allow for a reduced minimum compaction level of 95% of the standard maximum dry unit weight to be used below the critical subgrade zone (upper 3 feet). Backfill soils placed in the upper 3 feet of the subgrade should be compacted at a water content between 65% to 102% of the standard optimum water content. The moisture content below the upper 3-foot zone shall be from 65% to 115% of the standard optimum water content.

Clayey soils are often difficult to compact, as they may be naturally wet or may become wet due to groundwater or surface/rainwater during construction. Soils will need to be placed within a certain range of water (moisture) contents to attain desired compaction levels. Moisture conditioning to within this range can be time consuming, labor intensive, and requires favorable weather. Failure to compact the trench backfill to the recommended compaction levels could

result in excessive settlement over the trench. This is generally of more concern in pavement areas than in 'green' space.

In settlement sensitive areas, such as below pavements where the utilities have been excavated into and through organic soils we recommend using lightweight fill to replace the excavated organic clay and peat soils where the swamp deposited soils are present below the pipe invert elevation. This is to avoid increasing the embankment load. Lightweight fill could consist of geofoam, cellular concrete, wood chips, or Expanded Shale, Clay, and Slate (ESCS) Lightweight (LW) Aggregate. We recommend using lightweight fill to replace the swamp deposited soils on a 1:1 basis above the utility pipes. The lightweight fill should be capped with at least 3 feet of mineral soils in 'green' areas. We recommend these areas be designed as forcemains with flexible pipe, such as HDPE, used to reduce the potential of differential pipe settlement affecting overall drain pipe grade and performance. This type of pipe is more tolerant to settlement and resistance to breakage than PVC.

6.6 Exterior Building Backfilling

All backfill placed around the foundations should be compacted to at least 95% of their respective Standard Proctor maximum dry densities. Fill soils should be placed and compacted at water contents within $\pm 3\%$ of the respective optimum water contents, based on the respective Standard Proctor tests.

Some of the clayey on-site soils are frost-susceptible and may cause some freeze-thaw movements of exterior slabs, sidewalks, and stoops above them. If the fill placement is not uniform below and around the surrounding pavements, there is a risk that damage to the pavement approaches, curbs, and other exterior site features may occur.

Constructing a layer of NFS (non-frost susceptible) sand beneath exterior entrances, sidewalks, and stoops will reduce heaving and associated trip hazards and other problems. Sand with less than 5% passing the No. 200 sieve (by weight) and less than 50% passing the No. 40 sieve (by weight) would be considered NFS sand. There should be tapered transition zones between the frost susceptible and non-frost susceptible soils, and subsurface drainage will be required at the base of the NFS sand section.

Over the life of the slabs and pavements, cracks will develop, and joints will open up, which will expose the subgrade and allow water to enter from the surface and either saturate or perch atop the subgrade soils. This water intrusion increases the potential for frost heave or moisture related distress near the crack or joint. We recommend implementing a detailed maintenance

program to seal and/or fill any cracks and joints. The maintenance program should give special attention to areas where dissimilar materials abut one another, where construction joints occur, and where shrinkage cracks develop.

For further details, we refer you to the attached sheet entitled "Freezing Weather Effects on Building Construction."

6.7 Pavements

6.7.1 Subgrade Preparation

We understand that complete excavation of the buried organic soils is not planned for preparation of the pavement subgrades. With the buried organic soils left in place it can be anticipated that the parking lot and driveways may settle at varying amounts throughout the site as the organic soils are of various thicknesses, depths and strengths. Leaving the organic soils in place will increase maintenance costs over the life of the pavements and could pose the risk of pedestrian trip hazards and vehicular damage unless pavement releveling and maintenance is performed on a regular basis. Portions of the existing pavement are supported over buried organic soils.

To prepare the pavement subgrades, we recommend removing the existing pavement, topsoil, soils containing organics, buried swamp deposits, and any soft or unstable soils within 3 feet of finished subgrade. If clayey or silty soils are encountered such as at Boring Nos. B-2, B-4, and B-5, the pavement excavation should also extend deep enough to allow for the placement of a minimum 12-inch thick sand subbase layer below the Class 5 base aggregate.

In addition to providing pavement support, the 12-inch thick sand subbase layer will also assist in reducing periods of saturation, and reduces the detrimental effects of differential frost heaving and subsequent thawing. Without constructing the sand subbase, the variety of subgrade soils expected at the proposed subgrade elevations will heave and thaw at different rates and magnitudes, which may result in localized weak pavement areas and reduced service life. We recommend using Select Granular Material Modified 8% (MnDOT Spec. 3149.2.B, Table 3149.2-1) as sand subbase material. The sand subbase should have no more than 8% (by weight) passing the #200 sieve.

In some areas organic soils will be left in place; we recommend the placement of a woven geofabric over any organic soils left in place prior to the placement of new fill. As discussed above differential settlement will occur for partial removal of organic soils.

The exposed subgrade soils are expected to be sand, silty sand, clayey sand and possibly organic silty sand, both naturally deposited and fill. Prior to placing new fill, we recommend surface compacting the prepared subgrade, if sand or silty sand, with a large, self-propelled vibratory roller. Compaction of the organic silty sand or silty soils should not be performed as this will disturb them. Care will need to be taken not to disturb the subgrade soils prior to placement of fill.

6.7.2 Subsurface Drainage

If clayey or silty subgrade soils are present, subsurface drainage must be provided for the recommended sand subbase to avoid water build up and the formation of ice lenses. Draintiles should be installed below the sand subbase to remove infiltrating water. This can be accomplished by placing short segments of perforated drainage lines which are connected to catch basins at lower elevations (referred to as “finger drains”).

Where the pavement is relatively level, and finger drains are not frequent, we recommend placing a series of longer parallel drainage lines through the level area to better remove infiltrating water. The final slope/shape of the clayey soils below the sand subbase layer should promote water movement to the draintile lines.

6.7.3 Section Thicknesses

We are presenting pavement thickness recommendations based on two potential traffic situations: light duty and heavy duty. The light duty design refers to parking areas which are intended only for automobiles and passenger trucks/vans. The heavy duty design is intended for drive lane pavements which will experience heavier truck traffic (9-ton to 10-ton design load), such as delivery trucks, garbage trucks, and snow plows. These recommendations can be revised, if needed, when traffic count frequency and specific use requirements are known.

Table 6.7.3 – Pavement Thickness Recommendations

Pavement Course	Section Thickness (inches) and Design Mix	
	Light Duty (Automobile Traffic Only)	Heavy Duty Areas
Bituminous Wear	2 - (Mix: SPWEA330F*)	2 - (Mix: SPWEA440F*)
Bituminous Base	2 - (Mix: SPWEB340F*)	2½ - (Mix: SPNWB330F*)
Aggregate Base (MnDOT 3138 – 100% Crushed)	6	8
Sand Subbase**	12	12

*Recommended Asphalt Binder: PG 58V-34 **If clayey or silty subgrade soils are present.

The above recommended section thicknesses should provide a minimum thickness of 3½ inches for light duty and 4 inches for the heavy duty, accounting for industry placement methods and allowed tolerances of ¼ inch per lift. In our opinion, for long term performance, the pavement structure should not have less than the given minimum thicknesses.

Imported aggregate base should meet the gradation and quality requirements for Class 5, 5Q, or 6 per MnDOT Spec. 3138. The base can be crushed limestone or recycled material. Aggregate base placement and compaction should be performed according to MnDOT Spec. 2211. All aggregate base material should be tested for compaction using the Penetration Index Method per MnDOT Spec. 2211.3.D.2.c.

After the aggregate base course has been placed, compacted, and tested, it is the Contractor's responsibility to maintain the base in a suitable condition for paving. If the subgrade becomes saturated after testing, it may be rendered unsuitable for paving due to softness and instability. This would require remedial action before the pavement can be placed.

The bituminous materials should meet appropriate MnDOT 2360 specifications. The bituminous pavement materials should be compacted to the specified density. The use of Recycled Asphalt Products (RAP) is a cost saving measure that is often suggested, however there will be a higher

probability of pavement thermal cracking when RAP is used. We recommend limiting RAP within the upper wear course to a maximum of 10% and in lower courses to a maximum of 20% to reduce thermal cracking.

Minimizing the number of mixes and binder oils (PG grades) used on a project is generally more economical. The use of an F-binder oil (PG 58V-34) in the wear layers will reduce rutting caused by turning movements, slow speeds, and starting/stopping traffic. It will also result in less thermal cracking of the pavement and subsequently less maintenance and better long-term pavement performance than mixes that have B-binder oil (PG 58S-28).

6.7.4 Bituminous Pavement Comments

The bituminous pavement sections given above would have an estimated life of 20 years. However, the Owner should not expect that the pavements would last 20 years without maintenance. Even if placed and compacted properly on stable subgrade conditions, bituminous pavements will likely experience cracking in 1 to 3 years, primarily due to temperature-related expansion and shrinkage. Each of the designs given above assumes that a regularly scheduled maintenance program consisting of patching cracks and repairing of locally distressed areas would be implemented. Seal coating of the pavement surface after 3 to 5 years often helps prolong pavement life.

7.0 CONSTRUCTION CONSIDERATIONS

7.1 Potential Difficulties

7.1.1 Runoff Water in Excavation

Water can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping in the more cohesive soils. Excavations deeper than about 4 to 5 in that naturally deposited sands that are water bearing may require well points.

7.1.2 Disturbance of Soils

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompacted back into place, or they should be removed and replaced with drier imported fill.

7.1.3 Cobbles and Boulders

The soils at this site can include cobbles and boulders. This may make excavating procedures somewhat more difficult than normal if they are encountered.

7.2 Excavation Backsloping

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce sideslope erosion or sloughing which could require slope maintenance.

7.3 Observation and Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been satisfied.

8.0 ASTM STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

9.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled "Geotechnical Report Limitations and Guidelines for Use."

FLOOR SLAB MOISTURE/VAPOR PROTECTION

Floor slab design relative to moisture/vapor protection should consider the type and location of two elements, a granular layer and a vapor membrane (vapor retarder, water resistant barrier or vapor barrier). In the following sections, the pros and cons of the possible options regarding these elements will be presented, such that you and your specifier can make an engineering decision based on the benefits and costs of the choices.

GRANULAR LAYER

In American Concrete Institute (ACI) 302.1R-04, a “base material” is recommended over the vapor membrane, rather than the conventional clean “sand cushion” material. The base layer should be a minimum of 4 inches (100 mm) thick, trimmable, compactable, granular fill (not sand), a so-called crusher-run material. Usually graded from 1½ inches to 2 inches (38 to 50 mm) down to rock dust is suitable. Following compaction, the surface can be choked off with a fine-grade material. We refer you to ACI 302.1R-04 for additional details regarding the requirements for the base material.

In cases where potential static water levels or significant perched water sources appear near or above the floor slab, an under floor drainage system may be needed wherein a daintile system is placed within a thicker clean sand or gravel layer. Such a system should be properly engineered depending on subgrade soil types and rate/head of water inflow.

VAPOR MEMBRANE

The need for a vapor membrane depends on whether the floor slab will have a vapor sensitive covering, will have vapor sensitive items stored on the slab, or if the space above the slab will be a humidity controlled area. If the project does not have this vapor sensitivity or moisture control need, placement of a vapor membrane may not be necessary. Your decision will then relate to whether to use the ACI base material or a conventional sand cushion layer. However, if any of the above sensitivity issues apply, placement of a vapor membrane is recommended. Some floor covering systems (adhesives and flooring materials) require installation of a vapor membrane to limit the slab moisture content as a condition of their warranty.

VAPOR MEMBRANE/GRANULAR LAYER PLACEMENT

A number of issues should be considered when deciding whether to place the vapor membrane above or below the granular layer. The benefits of placing the slab on a granular layer, with the vapor membrane placed **below** the granular layer, include **reduction** of the following:

- Slab curling during the curing and drying process.
- Time of bleeding, which allows for quicker finishing.
- Vapor membrane puncturing.
- Surface blistering or delamination caused by an extended bleeding period.
- Cracking caused by plastic or drying shrinkage.

The benefits of placing the vapor membrane **over** the granular layer include the following:

- A lower moisture emission rate is achieved faster.
- Eliminates a potential water reservoir within the granular layer above the membrane.
- Provides a “slip surface”, thereby reducing slab restraint and the associated random cracking.

If a membrane is to be used in conjunction with a granular layer, the approach recommended depends on slab usage and the construction schedule. The vapor membrane should be placed above the granular layer when:

- Vapor sensitive floor covering systems are used or vapor sensitive items will be directly placed on the slab.
- The area will be humidity controlled, but the slab will be placed before the building is enclosed and sealed from rain.
- Required by a floor covering manufacturer’s system warranty.

The vapor membrane should be placed below the granular layer when:

- Used in humidity controlled areas (without vapor sensitive coverings/stored items), with the roof membrane in place, and the building enclosed to the point where precipitation will not intrude into the slab area. Consideration should be given to slight sloping of the membrane to edges where daintile or other disposal methods can alleviate potential water sources, such as pipe or roof leaks, foundation wall damp proofing failure, fire sprinkler system activation, etc.

There may be cases where membrane placement may have a detrimental effect on the subgrade support system (e.g., expansive soils). In these cases, your decision will need to weigh the cost of subgrade options and the performance risks.

FREEZING WEATHER EFFECTS ON BUILDING CONSTRUCTION

GENERAL

Because water expands upon freezing and soils contain water, soils which are allowed to freeze will heave and lose density. Upon thawing, these soils will not regain their original strength and density. The extent of heave and density/strength loss depends on the soil type and moisture condition. Heave is greater in soils with higher percentages of fines (silts/clays). High silt content soils are most susceptible, due to their high capillary rise potential which can create ice lenses. Fine grained soils generally heave about 1/4" to 3/8" for each foot of frost penetration. This can translate to 1" to 2" of total frost heave. This total amount can be significantly greater if ice lensing occurs.

DESIGN CONSIDERATIONS

Clayey and silty soils can be used as perimeter backfill, although the effect of their poor drainage and frost properties should be considered. Basement areas will have special drainage and lateral load requirements which are not discussed here. Frost heave may be critical in doorway areas. Stoops or sidewalks adjacent to doorways could be designed as structural slabs supported on frost footings with void spaces below. With this design, movements may then occur between the structural slab and the adjacent on-grade slabs. Non-frost susceptible sands (with less than 40% by weight passing a #40 sieve and no more than 5% by weight passing a #200 sieve) can be used below such areas. Depending on the function of surrounding areas, the sand layer may need a thickness transition away from the area where movement is critical. With sand placement over slower draining soils, subsurface drainage would be needed for the sand layer. High density extruded polystyrene insulation could be used within the sand to reduce frost penetration, thereby reducing the sand thickness needed. We caution that insulation placed near the surface can increase the potential for ice glazing of the surface.

The possible effects of adfreezing should be considered if clayey or silty soils are used as backfill. Adfreezing occurs when backfill adheres to rough surfaced foundation walls and lifts the wall as it freezes and heaves. This occurrence is most common with masonry block walls, unheated or poorly heated building situations and clay backfill. The potential is also increased where backfill soils are poorly compacted and become saturated. The risk of adfreezing can be decreased by placing a low friction separating layer between the wall and backfill.

Adfreezing can occur on exterior piers (such as deck, fence, or other similar pier footings), even if a smooth surface is provided. This is more likely in poor drainage situations where soils become saturated. Additional footing embedment and/or widened footings below the frost zones (which include tensile reinforcement) can be used to resist uplift forces. Specific designs would require individual analysis.

CONSTRUCTION CONSIDERATIONS

Foundations, slabs and other improvements which may be affected by frost movements should be insulated from frost penetration during freezing weather. If filling takes place during freezing weather, all frozen soils, snow and ice should be stripped from areas to be filled prior to new fill placement. The new fill should not be allowed to freeze during transit, placement or compaction. This should be considered in the project scheduling, budgeting and quantity estimating. It is usually beneficial to perform cold weather earthwork operations in small areas where grade can be attained quickly rather than working larger areas where a greater amount of frost stripping may be needed. If slab subgrade areas freeze, we recommend the subgrade be thawed prior to floor slab placement. The frost action may also require reworking and recompaction of the thawed subgrade.

DEFINITIONS RELATING TO PAVEMENT CONSTRUCTION

Top of subgrade: Grade which contacts the bottom of the aggregate base layer.

Sand subbase: Uniform thickness sand layer placed as the top of subgrade which is intended to improve the frost and drainage characteristics of the pavement system by increasing drainage of excess water in the aggregate base and subbase, by reducing and “bridging” frost heaving, and by reducing spring thaw weakening effects.

Critical subgrade zone: The subgrade portion beneath and within three vertical feet of the top of subgrade. A sand subbase, if placed, would be considered the upper portion of the critical subgrade zone.

Suitable Grading Material: Mineral soil materials, typically from the project site, excluding the following: 1) soils which have an organic content exceeding 3%, 2) cohesive soils having a Liquid Limit exceeding 50%, 3) soils which include debris, cobbles, and/or boulders, and 4) soils which are considered acceptable from an environmental standpoint. The soil must also be capable of attaining the specified compaction level at its current water content or at a water content that can be reasonably scarified, blended, and moisture conditioned to a uniform water content in order to uniformly meet compaction requirements.

Granular Material: Soils meeting MnDOT Specification 3149.2B.1. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 20% by weight passing the #200 sieve.

Select Granular Material: Soils meeting MnDOT Specification 3149.2B.2. This refers to granular soils which, of the portion passing the 1" sieve, contain less than 12% by weight passing the #200 sieve.

Select Granular Material (Super Sand): Soils meeting MnDOT Specification 3149.2B.3. This material is cleaner and coarser than Select Granular Material (see specification for specific requirements).

Compaction Subcut: Construction of a uniform thickness subcut below a designated grade to provide uniformity and compaction within the subcut zone. Replacement fill can be the materials subcut, although the reused soils should be blended to a uniform soil condition, moisture conditioned as needed to meet MnDOT Specification 2105.F; and re-compacted per the Specified Density Method defined in MnDOT Specification 2105.3F.1.

Test Roll: A means of evaluating the near-surface stability of subgrade soils (usually non-granular). Suitability is determined by the depth of rutting or deflection caused by passage of heavy rubber-tired construction equipment, such as a loaded dump truck, over the test area. Yielding of less than 1" is normally considered acceptable, although engineering judgment may be applied depending on the equipment used, soil conditions present, and/or depth below final grade.

Unstable Soils: Subgrade soils which do not pass a test roll. Unstable soils typically have water content exceeding the *standard optimum water content* defined in ASTM:D698 (Standard Proctor test).

Organic Soils: Soils which have sufficient organic content such that the soils engineering properties are negatively affected (typically more than 3% organic content). These soils are usually black to dark brown in color.

BITUMINOUS PAVEMENT SUBGRADE PREPARATION AND DESIGN

GENERAL

Bituminous pavements are considered layered “flexible” systems. Dynamic wheel loads transmit high local stresses through the bituminous/base onto the subgrade. Because of this, the upper portion of the subgrade requires high strength/stability to reduce deflection and fatigue of the bituminous/base system. The wheel load intensity dissipates through the subgrade such that the high level of soil stability is usually not needed below about 2 feet to 4 feet (depending on the anticipated traffic and underlying soil conditions). This is the primary reason for specifying a higher level of compaction within the upper subgrade zone versus the lower portion. Moderate compaction is usually desired below the upper critical zone, primarily to avoid settlements/sags of the roadway. However, if the soils present below the upper 3 feet subgrade zone are unstable, attempts to properly compact the upper 3 feet zone to the 100% level may be difficult or not possible. Therefore, control of moisture just below the 3 feet level may be needed to provide a non-yielding base upon which to compact the upper subgrade soils.

Long-term pavement performance is dependent on the soil subgrade drainage and frost characteristics. Poor to moderate draining soils tend to be susceptible to frost heave and subsequent weakening upon thaw. This condition can result in irregular frost movements and “pop-outs,” as well as an accelerated softening of the subgrade. Frost problems become more pronounced when the subgrade is layered with soils of varying permeability. In this situation, the free-draining soils provide a pathway and reservoir for water infiltration which exaggerates the movements. The placement of a well-drained sand subbase layer as the top of subgrade can minimize trapped water, smooth frost movements and significantly reduce subgrade softening. In wet, layered and/or poor drainage situations, the long-term performance gain should be significant. If a sand subbase is placed, we recommend it be a “Select Granular Borrow” which meets Mn/DOT Specification 3149.2B2.

PREPARATION

Subgrade preparation should include stripping surficial vegetation and organic soils; where the exposed soils are within the upper “critical” subgrade zone (generally 2 feet deep for “auto only” areas and 3 feet deep for “heavy duty” areas), they should be evaluated for stability. Excavation equipment may make such areas obvious due to deflection and rutting patterns. Final evaluation of soils within the critical subgrade zone should be done by test rolling with heavy rubber-tired construction equipment, such as a loaded dump truck. Soils which rut or deflect 1" or more under the test roll should be corrected by either subcutting or replacement; or by scarification, drying, and recompaction. Reworked soils and new fill should be compacted per the “Specified Density Method” outlined in Mn/DOT Specification 2105.3F1 (a minimum of 100% of Standard Proctor density in the upper 3 feet subgrade zone, and a minimum of 95% below this).

Subgrade preparation scheduling can be an important consideration. Fall and Spring seasons usually have unfavorable weather for soil drying. Stabilizing non-sand subgrades during these seasons may be difficult, and attempts often result in compromising the pavement quality. Where construction scheduling requires subgrade preparation during these times, the use of a sand subbase becomes even more beneficial for constructability reasons.

SUBGRADE DRAINAGE

If a sand subbase layer is used, it should be provided with a means of subsurface drainage to prevent water build-up. This can be in the form of draitile lines which dispose into storm sewer systems, or outlets into ditches. Where sand subbase layers include sufficient sloping and water can migrate to lower areas, draitile lines can be limited to finger drains at the catch basins. Even if a sand layer is not placed, strategically placed draitile lines can aid in improving pavement performance. This would be most important in areas where adjacent non-paved areas slope towards the pavement. Perimeter edge drains can aid in intercepting water which may infiltrate below the pavement.

DEFINITIONS RELATING TO UTILITY CONSTRUCTION

Boulders- Particles of rock that cannot be made to pass a 12-inch square opening when rotated in any orientation (modified from ASTM:D2487).

Cobbles- Particles of rock that will pass a 12-inch square opening and be retained on a 3-inch U.S. standard sieve per ASTM:D2487.

Coarse Filter Aggregate- Soils which uniformly meet the requirements of MnDOT Specification 3149.2H

Fine Filter Aggregate- Soils which uniformly meet the requirements of MnDOT Specification 3149.2J.

Granular Bedding- Soils which uniformly meet the requirements of MnDOT Specification 3149.2F.

Select Granular Material- Sandy soils which uniformly meet the requirements of MnDOT Specification 3149.2B2. Sands (SP) and sands with silt (SP-SM) meet this criterion, with this classification based on the component passing the 1-inch sieve.

Suitable Grading Material- Soil materials from the project site, excluding the following: 1) cohesive soils having a Liquid Limit exceeding 50%, 2) soils which have an organic content exceeding 2%, and 3) soils which include debris, cobbles, and/or boulders. The soil must also be capable of attaining the specified compaction level at its current water content or at a water content that can be reasonably scarified, blended, and moisture conditioned to a proper and uniform water content in order to uniformly meet compaction requirements.

Bedding- Granular soil placed in the bottom of the trench on top of the foundation soil for the purpose of providing uniform support for the pipe (shaped to conform to the bottom of the pipe to minimize point or imbalanced loads on the pipe). For this project, assume a baseline minimum bedding thickness of 4 inches.

Pipe Zone- Area around the pipe defined by the bottom of the bedding layer, the trench walls, and 6-inches above the top of pipe, which includes the bedding, haunch area, embedment material, and 6 inches of cover material.

Foundation soil/foundation zone- Soils beneath the pipe zone which must be stable and free of open void space (caused by debris, cobble, and/or boulders) in order to allow bedding, pipe, and backfill to be accurately placed without ground movements. Where in-place soils in the “foundation zone” are unstable (or has open voids), it is necessary to excavate the unstable soils (defined below) and replace them with granular or rock foundation materials. The depth of the “foundation zone” depends on the degree and depth of instability, however, can be assumed to be 12 inches thick for baseline purposes.

Unstable soils- Soils present in the foundation zone which can change shape (shift, deflect, compress, etc.) as a result of actual or anticipated loading, whether induced naturally or by the construction activity. Unstable soils include:

- Organic soils.
- Very soft to soft clays and clayey silts.
- Very loose to loose silts to fine silty sands.
- Waterbearing/wet soils which are not properly dewatered.
- Soils which become disturbed as a result of the construction activity (recognize that avoiding disturbance through proper construction techniques and dewatering is the responsibility of the contractor).

Geotextile separation fabric- A geotextile intended for use in separating materials which do not have a proper gradation transition to prevent erosion of finer materials into the void space of open-graded materials (such as clear rock). The geotextile should meet the requirements of MnDOT Specification 3733, Type V.

GENERAL

This page addresses soil bedding and foundation support of rigid pipe, such as reinforced concrete, and flexible pipe, such as steel and plastic. This does not address selection of pipe based on loads and allowable deflections, but rather addresses the geotechnical/soil aspects of uniform pipe support. Bedding/foundation support needs relate to local conditions directly beneath and to the sides of the pipe zone, which may be influenced by soft in-situ ground conditions or by soil disturbance due to soil sensitivity or ground water. Bedding relates to granular materials placed directly beneath the bottom of the pipe (usually 4" to 6" thick), which is intended to provide increased support uniformity. We refer to foundation soils as thicker layers of sands and/or gravels (beneath the bedding zone) intended to provide increased foundation strength support, usually needed due to soft, unstable and/or waterbearing conditions.

GRANULAR BEDDING

With circular pipes, high local loads (approaching point loads) develop if pipes are placed on hard surfaces. Load distribution is improved by placing granular bedding materials beneath the pipe, which are either shaped to match the pipe bottom or are placed without compaction to allow "settling in." The bedding should be placed in such a manner that the pipe will be at the proper elevation and slope when the pipe is laid on the bedding. Common bedding material is defined in MnDOT Specification 3149.2F, Granular Bedding. Published documents recommend rigid pipes having a diameter of 12" to 54" be placed on a bedding thickness of 4", which increases to 6" of bedding for pipe diameters ranging from 54" to 72". Beyond a 72" diameter, the bedding thickness can be equal to the pipe outside diameter divided by 12. Typically, the need for bedding under small diameter pipes (less than 12") depends on the pipe designer's specific needs, although in obvious point loads situations (bedrock, cobbles, significant coarse gravel content), bedding is recommended. Note that bedding should also account for larger diameter bells at joints.

FOUNDATION FILL

Positive uniform strength is usually compromised in soft or unstable trench bottom conditions. In this case, deeper subcuts and foundation fill placement is needed beneath the pipe. In moderate instability conditions, improvement can likely be accomplished with a thicker bedding layer. However, in more significant instability situations, particularly where ground water is present, coarser materials may be needed to provide a stronger foundation. Thicker gravel layers can also be a favorable media from which to dewater. The following materials would be appropriate for stability improvement, with the coarser materials being appropriate for higher instability/ground water cases.

- Fine Filter Aggregate – MnDOT Specification 3149.2J
- Coarse Filter Aggregate – MnDOT Specification 3149.2H

When using a coarser material which includes significant void space, we highly recommend enveloping the entire gravel layer within a geotextile separation fabric. The gravel material includes open void space, and the fabric acts as a separator which minimizes the intrusion of fines into the open void space. If additional granular bedding sand is used above foundation gravel, the fabric would also prevent downward infiltration of bedding sand into the rock void space.

Although it is preferred to not highly compact thin granular bedding zones directly beneath the pipe center, it is desirable to compact the foundation materials to prevent more significant pipe settlement. We recommend foundation fill be compacted to a minimum of 95% of the Standard Proctor density (ASTM: D698). It is not possible to test coarse rock fill, although this material should still be well compacted/ tamped.

Often, pipes entering structures such as catch basins, lift stations, etc., enter the structure at a higher elevation than the structure bottom, and are therefore placed on the structure backfill. Fill beneath these pipes should be considered foundation fill. Depending on the flexibility of the connection design, it may be necessary to increase the minimum compaction level to reduce differential settlements, particularly with thicker fills.

SIDE FILL SUPPORT

If the pipe designer requires support from the side fill, granular bedding should also be placed along the sides of the pipe. In poor soil conditions, the sand fill may need to be placed laterally up to two pipe diameters on both sides of the pipe. With rigid pipe, compacted sand placement up to the spring line (within the haunch area) is usually sufficient. With flexible pipe, side fill should be placed and compacted at least to the top of the pipe. For positive support, it is very important to properly compact the sands within the haunch area.

UTILITY EXCAVATION BACKFILLING

GENERAL

Clayey and silty soils are often difficult to compact, as they may be naturally wet or dry, or may become wet due to ground water or runoff water during construction. Soils will need to be placed within a certain range of water (moisture) content to attain desired compaction levels. Moisture conditioning to within this range can be time consuming and labor intensive, and will require favorable weather.

The degree of compaction and the soil type used for backfill within open cut utility excavations depends on the eventual function of the overlying land surface. Details are as follows:

ROADWAYS

Where trenches are located below roadways, we recommend using inorganic fill and compacting these soils per MnDOT Specification 2105.3F1 (Specified Density Method). On MnDOT funded roads, the 2016 Specification requires 100% compaction over the entire trench depth. On non-MnDOT funded roads, we feel the specification can be relaxed to the previous version of achieving 100% of the Standard Proctor density in the upper 3-foot subgrade zone, and 95% below this depth. Note that this specification also includes moisture content range requirements which are important for proper subgrade stability.

Where available soils are wet or of poor quality, it may be possible to use the “Quality Compaction Method” (MnDOT Specification 2105.3F2) for soils below the upper 3-foot subgrade zone if you can tolerate some subsidence. However, a high level of stability is still important within the upper subgrade zone and recommend that the “Specified Density Method” be used in this upper subgrade area. We caution that if backfill soils in the lower trench area are significantly unstable, it may be difficult or even impossible to properly compact soils within the upper 3-foot subgrade zone. In this case, road subgrade stability can be improved by placing a geotextile reinforcement fabric directly over the unstable soils followed by properly drained granular fill placement.

STRUCTURAL AREAS

If fill is placed beneath or within the significant zone of influence of a structure (typically a 1:1 lateral oversize zone), the soil type and minimum compaction level will need to be evaluated on an individual basis. Because trenches result in variable fill depths over a short lateral distance, higher than normal compaction levels and/or more favorable (sandy) soil fill types may be needed. If this situation exists, it is important that special geotechnical engineering review be performed.

NON-STRUCTURAL AREAS

In grass/ditch areas, backfill soils should be placed in reasonable lift thicknesses and compacted to a minimum of 90% of the Standard Proctor density (ASTM: D698) and/or per the MnDOT “Quality Compaction Method.” If lower compaction levels are accepted, more noticeable subsidence at the surface can occur. Steep or high slopes require special consideration, and if this situation exists, it is important that special geotechnical engineering review be performed.

SPECIAL CASES

Structural retention systems are often used to reduce impacts on adjacent streets/improvements. If localized excavations/pits or annular spaces are created which need to be backfilled, it may not be possible to place and compact soils by the conventional means of backfilling. Retraction of structural systems can also leave soils loosened. Significant settlement can occur in areas where backfill cannot be compacted. If these situations are located in non-structural or non-paved areas, it may be reasonable to accept the settlements and associated follow-up maintenance in order avoid the high cost of trying to compact the soil or placing flowable lean concrete fill. However, there may be areas where fill settlement needs to be avoided, especially as the settlement will be differential from the surrounding surface, or differential from a buried structure in the case of higher piping entering the structure. Where settlement needs to be avoided, the specification should require that the contractor submit a backfill compaction plan along with the retention plan. Improper sequencing of retention system removal and backfilling of the pits could result in excessive settlement and/or lateral movement of nearby improvements.

Report of Geotechnical Exploration
Moore Lake Park Building, Fridley, Minnesota
August 3, 2022
AET Report No. P-0010684



Appendix A

Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 – Boring Locations
Subsurface Boring Logs

Appendix A

Geotechnical Field Exploration and Testing

Report No. P-0010684

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling twelve (12) standard penetration test borings. The locations of the borings appear on Figure 1, preceding the Subsurface Boring Logs in this appendix.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS) - Calibrated to N_{60} Values

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N_{60} blow count.

The most recent drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N_{60} values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30 inches. The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviation of the N-values using this method is significantly better than the standard ASTM Method.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

Appendix A

Geotechnical Field Exploration and Testing

Report No. P-0010684

A.4 WATER LEVEL MEASUREMENTS

The groundwater level measurements are shown at the bottom of the boring logs. The following information appears under “Water Level Measurements” on the logs:

- ♦ Date and Time of measurement
- ♦ Sampled Depth: lowest depth of soil sampling at the time of measurement
- ♦ Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- ♦ Cave-in Depth: depth at which measuring tape stops in the borehole
- ♦ Water Level: depth in the borehole where free water is encountered
- ♦ Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 LABORATORY TEST METHODS

A.5.1 Water Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.5.2 Organic Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2974, Test Method C.

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

SAMPLING METHODS**Split-Spoon Samples (SS) - Calibrated to N_{60} Values**

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2" O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30". The sampler is driven a total of 18" into the soil. After an initial set of 6", the number of hammer blows to drive the sampler the final 12" is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N_{60} blow count.

Most of today's drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N_{60} values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30". The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviations of the N-values using this method are significantly better than the standard ASTM Method.

Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

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The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- Date and Time of measurement
- Sampled Depth: lowest depth of soil sampling at the time of measurement
- Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- Cave-in Depth: depth at which measuring tape stops in the borehole
- Water Level: depth in the borehole where free water is encountered
- Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

UNIFIED SOIL CLASSIFICATION SYSTEM ASTM Designations: D 2487, D2488

AMERICAN
ENGINEERING
TESTING, INC.



Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well graded gravel ^F
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel ^F
		Gravels with Fines more than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand ^I
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly-graded sand ^I
		Sands with Fines more than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Silts and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K,L,M}
		organic	<u>Liquid limit—oven dried</u> < 0.75 Liquid limit – not dried	OL	Organic clay ^{K,L,M,N}
					Organic silt ^{K,L,M,O}
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
			PI plots below "A" line	MH	Elastic silt ^{K,L,M}
		organic	<u>Liquid limit—oven dried</u> < 0.75 Liquid limit – not dried	OH	Organic clay ^{K,L,M,P}
					Organic silt ^{K,L,M,Q}
Highly organic soil		Primarily organic matter, dark in color, and organic in odor		PT	Peat ^R

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

^E $Cu = D_{60} / D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

^RFiber Content description shown below.

SIEVE ANALYSIS

For classification of fine-grained soils and fine-grained fraction of coarse-grained soils.

Equation of "A" line
Horizontal at $PI = 4$ to $LL = 25.5$, then $PI = 0.73 (LL - 20)$

Equation of "U" line
Vertical at $LL = 16$ to $PI = 7$, then $PI = 0.9 (LL - 8)$

Plasticity Chart

Notes

^ABased on the material passing the 3-in (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:

GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

^DSands with 5 to 12% fines require dual symbols:

SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

$$(D_{30})^2$$

$$^E C_u = D_{60} / D_{10}, \quad C_c = \frac{D_{30}^2}{D_{10} \times D_{60}}$$

^FIf soil contains $\geq 15\%$ sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

^IIf soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^JIf Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

^KIf soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

^LIf soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

^MIf soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

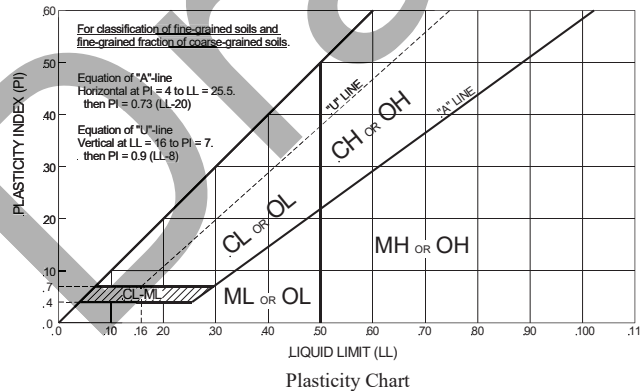
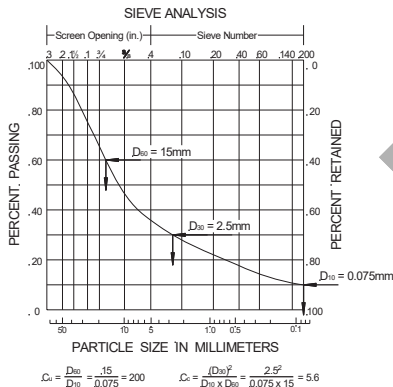
^NPI ≥ 4 and plots on or above "A" line.

^OPI < 4 or plots below "A" line.

^PPI plots on or above "A" line.

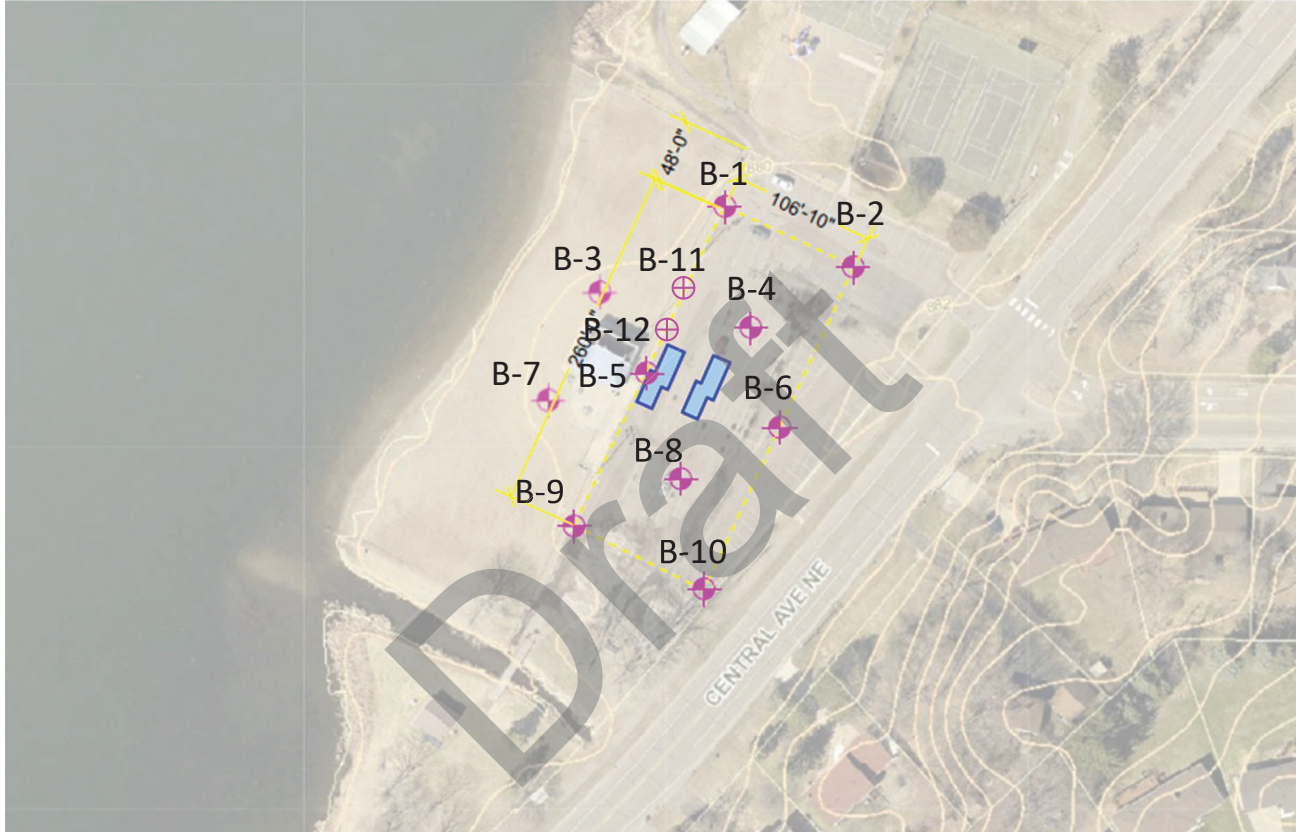
^QPI plots below "A" line.

^RFiber Content description shown below.



ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size		Gravel Percentages		Consistency of Plastic Soils		Relative Density of Non-Plastic Soils	
Term	Particle Size	Term	Percent	Term	N-Value, BPF	Term	N-Value, BPF
Boulders	Over 12"	A Little Gravel	3% - 14%	Very Soft	less than 2	Very Loose	0 - 4
Cobbles	3" to 12"	With Gravel	15% - 29%	Soft	2 - 4	Loose	5 - 10
Gravel	#4 sieve to 3"	Gravelly	30% - 50%	Firm	5 - 8	Medium Dense	11 - 30
Sand	#200 to #4 sieve			Stiff	9 - 15	Dense	31 - 50
Fines (silt & clay)	Pass #200 sieve			Very Stiff	16 - 30	Very Dense	Greater than 50
				Hard	Greater than 30		
Moisture/Frost Condition (MC Column)		Layering Notes		Peat Description		Organic Description (if no lab tests)	
D (Dry):	Absence of moisture, dusty, dry to touch.	Laminations:	Layers less than 1/2" thick of differing material or color.	Term	Fiber Content (Visual Estimate)	Soils are described as <i>organic</i> , if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. <i>Slightly organic</i> used for borderline cases.	
M (Moist):	Damp, although free water not visible. Soil may still have a high water content (over "optimum").			Fibric Peat:	Greater than 67%	Root Inclusions	
W (Wet/ Waterbearing):	Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.	Lenses:	Pockets or layers greater than 1/2" thick of differing material or color.	Hemic Peat:	33 - 67%	With roots:	Judged to have sufficient quantity of roots to influence the soil properties.
F (Frozen):	Soil frozen			Sapric Peat:	Less than 33%	Trace roots:	Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.



	PROJECT			AET NO.
	Moore Lake Park Improvements; Fridley, Minnesota			P-0010684
	SUBJECT			DATE
	Boring Locations			March 2022
SCALE		DRAWN BY	CHECKED BY	FIGURE 1
As Shown		RJO	TPV	

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-1 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.0 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	3.5" Bituminous pavement	FILL									
	FILL, mostly gravelly silty sand with crushed bituminous pavement, dark brown, frozen										
2	FILL, mostly clayey sand, a little gravel, light brown, frozen to 3.5'			F/M			16				
3											
4	SAND, a little gravel, fine grained, light brown, moist, loose (SP)	COARSE ALLUVIUM									
5											
6			6	M	SS	5					
7	SAPRIC PEAT WITH SAND, black (PT)	SWAMP DEPOSIT									
8			6	M	SS	13	68				
9											
10							33				
11	SILTY SAND WITH ORGANIC FINES, fine grained, black, loose, wet (SM)	COARSE ALLUVIUM/ SWAMP DEPOSIT	8	W	SS	17	24				
12											
13	SANDY LEAN CLAY, a little gravel, gray, soft (CL)										
14		TILL	2	W	SS	24	17				
	END OF BORING										

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-12½'	3.25" HSA	3/10/22	9:20	14.5	12.5	12.0		9.1	
		3/10/22	9:42	14.5	12.5	9.9		7.6	
BORING COMPLETED: 3/10/22									
DR: DS LG: AG Rig: 1C									

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-2 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.9 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS																																																																						
							WC	DEN	LL	PL	%-#200																																																																		
1	4" Bituminous pavement	FILL																																																																											
2	FILL, mostly gravelly silty sand with crushed bituminous pavement, dark brown																																																																												
3	FILL, mostly clayey sand, a little gravel, dark brown to brown																																																																												
4																																																																													
5	SAND WITH SILT, fine grained, gray, moist, loose (SP-SM)	COARSE ALLUVIUM	9	M	SS	24	22																																																																						
6																																																																													
7	SAPRIC PEAT, black, lens of sand with silt (PT)	SWAMP DEPOSIT																																																																											
8			2	M	SS	24	137																																																																						
9																																																																													
10	ORGANIC CLAY, black, soft (OL)		4	W	SS	22	75																																																																						
11																																																																													
12																																																																													
13							28																																																																						
14			0	W	SS	24																																																																							
	END OF BORING																																																																												
<table border="1"> <tr> <td colspan="2">DEPTH: DRILLING METHOD</td><td colspan="7">WATER LEVEL MEASUREMENTS</td><td colspan="3" rowspan="7">NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG</td></tr> <tr> <td>0-12½'</td><td>3.25" HSA</td><td>DATE</td><td>TIME</td><td>SAMPLED DEPTH</td><td>CASING DEPTH</td><td>CAVE-IN DEPTH</td><td>DRILLING FLUID LEVEL</td><td>WATER LEVEL</td></tr> <tr> <td></td><td></td><td>3/9/22</td><td>11:08</td><td>14.5</td><td>12.5</td><td>12.5</td><td></td><td>12.0</td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2">BORING COMPLETED: 3/9/22</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2">DR: DS LG: AG Rig: 1C</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>												DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG			0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			3/9/22	11:08	14.5	12.5	12.5		12.0																			BORING COMPLETED: 3/9/22									DR: DS LG: AG Rig: 1C								
DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG																																																																				
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		3/9/22	11:08	14.5	12.5	12.5		12.0																																																																					
BORING COMPLETED: 3/9/22																																																																													
DR: DS LG: AG Rig: 1C																																																																													

AET CORP P-0010684.GPJ AET-CPT-WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-3 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 90.7 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	FILL, mostly sand, brown, frozen	FILL		F							
2	FILL, mixture of sand and clayey sand, a little gravel, brown and dark brown, frozen to 2.5'										
3	FILL, mostly silty sand with organic fines, dark brown		10	F/M	SS	21					
4											
5	SILTY SAND, a little gravel, gray, loose, lens of clayey sand (SM)	COARSE ALLUVIUM	10	W	SS	19					
6											
7	CLAYEY SAND, a little gravel, gray, soft to firm (SC)	TILL									
8			4	W	SS	24	22				
9											
10			6	M	SS	24	16				
11											
12	CLAYEY SAND, a little gravel, brown, very stiff (SC)										
13			26	M	SS	24	13				
14											
	END OF BORING										

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/14/22	10:37	14.5	12.5	14.5		None	
		3/14/22	11:11	14.5	12.5	14.5		None	
BORING COMPLETED: 3/14/22									
DR: DS LG: AG Rig: 96									

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-4 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.4 MATERIAL DESCRIPTION		GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
	WC	DEN						LL	PL	%-#200		
1	5" Bituminous pavement		FILL									
2	FILL, mostly gravelly silty sand with crushed bituminous pavement, dark brown											
3	FILL, mostly sandy lean clay, a little gravel, dark brown				F/M			20				
4	FILL, mostly silty sand, a little gravel, brown											
5	SAPRIC PEAT, black, lens of silty sand (PT)		SWAMP DEPOSIT	5	M	SS	20	109				
6												
7	ORGANIC CLAY, black with gray, firm, lens of sand (OL)											
8			COARSE ALLUVIUM	8	M	SS	12					
9												
10	SAND, fine grained, gray, waterbearing, loose to very loose (SP)			9	W	SS	16					
11												
12			TILL									
13				3	W	SS	11					
14	CLAYEY SAND, a little gravel, gray, firm (SC)											
15				7	W	SS	17	15				
16	END OF BORING											
DEPTH: DRILLING METHOD			WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG		
0-14½' 3.25" HSA			DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL			
			3/9/22	11:53	14.0	12.0	12.4		9.3			
			3/9/22	12:00	16.5	14.5	14.3		10.3			
BORING COMPLETED: 3/9/22			3/9/22	12:32	16.5	14.5	11.9		8.7			
DR: DS LG: AG Rig: 1C												

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-5 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.5 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
1	5" Bituminous pavement	FILL										
2	FILL, mostly gravelly silty sand, dark brown to brown											
3												
4												
5	FILL, mostly silty sand, a little gravel, gray	COARSE ALLUVIUM	16	M	SS	14						
6	SAND, fine grained, gray to light brown, moist to waterbearing, medium dense to loose (SP)											
7												
8				8	M	SS	19					
9												
10	CLAYEY SAND, a little gravel, gray, stiff (SC)	TILL	11	W	SS	22	14					
11												
12												
13												
14			15	W	SS	20	14					
	END OF BORING											
DEPTH: DRILLING METHOD			WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG			
0-12½' 3.25" HSA			DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL				WATER LEVEL
			3/9/22	1:18	14.5	12.5	14.5					13.0
			3/9/22	1:42	14.5	12.5	14.3					12.2
BORING COMPLETED: 3/9/22												
DR: DS LG: AG Rig: 1C												

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-6 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.9 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	5" Bituminous pavement	FILL									
2	FILL, mostly gravelly silty sand with crushed bituminous pavement, dark brown, frozen										
3	FILL, mostly clayey sand, a little gravel, brown, frozen			F/M			10				
4	FILL, mostly sand with silt, light brown										
5	SAPRIC PEAT WITH SAND, black (PT)	SWAMP DEPOSIT									
6			6	M	SS	16	39				
7											
8	SAND, fine grained, gray, waterbearing, loose (SP)										
9	CLAYEY SAND, a little gravel, gray, firm (SC)	TILL	8	M	SS	17	17				
10											
11	SANDY LEAN CLAY, a little gravel, brown, soft (CL)		4	W	SS	24	23				
12											
13	CLAYEY SAND, a little gravel, brown, stiff (SC)										
14			14	W	SS	24	13				
	END OF BORING										

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
0-12½'	3.25" HSA	3/10/22	10:20	14.5	12.5	14.5		None	
		3/10/22	10:44	14.5	12.5	14.5		None	
BORING COMPLETED: 3/10/22									
DR: DS LG: AG Rig: 1C									

AET CORP P-0010684.GPJ AET-CPT-WELL.GDT 4/12/22



SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-7 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 90.9 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS																																																													
							WC	DEN	LL	PL	%-#200																																																									
1	FILL, mostly sand, a little gravel, brown, frozen	FILL		F																																																																
2	FILL, mostly silty sand, brown, frozen																																																																			
3			20	F	SS	23																																																														
4																																																																				
5	SILTY SAND, fine grained, brown, wet, loose (SM)	COARSE ALLUVIUM																																																																		
6			10	W	SS	20																																																														
7																																																																				
8			6	W	SS	21	19																																																													
9	CLAYEY SAND, a little gravel, brown, firm (SC)	TILL																																																																		
10	SANDY LEAN CLAY, a little gravel, brown, stiff (CL)		13	M	SS	23	14																																																													
11																																																																				
12	CLAYEY SAND, a little gravel, brown, stiff (SC)																																																																			
13			15	M	SS	19	13																																																													
14																																																																				
	END OF BORING																																																																			
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DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG																																																											
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL																																																												
		3/14/22	9:27	14.5	12.5	12.7		None																																																												
		3/14/22	9:47	14.5	12.5	12.7		None																																																												
BORING COMPLETED: 3/14/22																																																																				
DR: DS LG: AG Rig: 96																																																																				

AET CORP P-0010684.GPJ AET-CPT-WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-8 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 91.5 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS																																																																						
							WC	DEN	LL	PL	%-#200																																																																		
1	5" Bituminous pavement	FILL																																																																											
	FILL, mostly gravelly silty sand, dark brown																																																																												
2	FILL, mostly sandy lean clay, a little gravel, brown			F/M			18																																																																						
3	FILL, mostly sand with silt, fine grained, brown																																																																												
4																																																																													
5	FILL, mostly clayey sand, a little gravel, black																																																																												
6			12	M	SS	24	20																																																																						
7																																																																													
8	CLAYEY SAND, a little gravel, brown, soft to very stiff (SC)	TILL	3	M	SS	24	15																																																																						
9																																																																													
10																																																																													
11			13	W	SS	24	17																																																																						
12																																																																													
13																																																																													
14			18	W	SS	24	13																																																																						
	END OF BORING																																																																												
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DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG																																																																				
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL																																																																					
		3/9/22	2:30	14.5	12.5	14.3		None																																																																					
BORING COMPLETED: 3/9/22																																																																													
DR: DS LG: AG Rig: 1C																																																																													

AET CORP P-0010684.GPJ AET-CPT-WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: **P-0010684** Log of Boring No. **B-9 (p. 1 of 1)**
 Project: **Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN**

DEPTH IN FEET	Surface Elevation 90.7 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	5" Bituminous pavement	FILL									
2	FILL, mostly gravelly silty sand with crushed bituminous pavement, dark brown, frozen						18				
3	FILL, mostly clayey sand, a little gravel, gray to brown, frozen to 4'			F/M			20				
4											
5	CLAYEY SAND, a little gravel, brown, very stiff (SC) (possible fill)	TILL/ FILL	18	M	SS	24	18				
6											
7	CLAYEY SAND, a little gravel, brown, firm (SC)	TILL	6	W	SS	24	18				
8											
9											
10			6	M	SS	22	18				
11											
12	SANDY LEAN CLAY, a little gravel with sandstone cobble, brown and light brown, very stiff (CL)		29	M	SS	24	14				
13											
14	END OF BORING										

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/14/22	12:06	14.5	12.5	14.4		None	
		3/14/22	12:37	14.5	12.5	14.4		None	
BORING COMPLETED: 3/14/22									
DR: DS LG: AG Rig: 96									

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: P-0010684		Log of Boring No. B-10 (p. 1 of 1)									
Project: Moore Lake Park Building; 5890 Central Avenue NE, Fridley, MN											
DEPTH IN FEET	Surface Elevation 91.6 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	4.5" Bituminous pavement	FILL									
	FILL, mostly silty sand with gravel and crushed bituminous pavement, dark brown										
2	FILL, mostly clayey sand, a little gravel, brown										
	FILL, mostly silty sand, a little gravel, brown										
3											
4											
5	CLAYEY SAND, a little gravel, brown, firm (SC)	TILL	5	M	SS	12	14				
6											
7											
8	SANDY LEAN CLAY, a little gravel, brown, soft to firm (CL)		4	M	SS	24	19				
9											
10											
11											
12											
13											
14			5	W	SS	13	16				
			8	W	SS	24	15				
END OF BORING											

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		3/10/22	11:23	14.5	12.5	14.5		None	
		3/10/22	11:42	14.5	12.5	14.5		None	
BORING COMPLETED: 3/10/22									
DR: DS LG: AG Rig: 1C									

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 4/12/22

SUBSURFACE BORING LOG

Item 8.

AET No: P-0010684		Log of Boring No. B-12 (p. 1 of 1)									
Project: Moore Lake Park Building; Fridley, MN											
DEPTH IN FEET	Surface Elevation 91.2 MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	OC	LL	PL	%-#200
1	FILL, mostly sand, a little gravel, brown	FILL	5	M	SS	18					
2	SAND, fine grained, light brown, moist, loose, lamination of silty sand with organic fines (SP)	COARSE ALLUVIUM	7	M	SS	20					
3											
4											
5	SILTY SAND WITH ORGANIC FINES, fine grained, black, moist, loose to very loose (SM)	SWAMP DEPOSIT	5	M	SS	21	21	2.1			
6											
7											
8			1	M/W	SS	6	21	1.9			
9											
10											
11	SANDY LEAN CLAY, a little gravel, brown, soft to stiff (CL)	TILL	7	M	SS	20	21				
12											
13											
14			13	M	SS	24	16				
END OF BORING											

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-12½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		6/21/22	12:35	9.0	7.0	8.5		7.9	
		6/21/22	12:50	14.5	12.5	14.5		None	
BORING COMPLETED: 6/22/22		6/21/22	1:15	14.5	12.5	14.5		None	
DR: DS LG: SB Rig: 1C									

AET CORP P-0010684.GPJ AET+CPT+WELL.GDT 6/28/22

Report of Geotechnical Exploration
Moore Lake Park Building, Fridley, Minnesota
August 3, 2022
AET Report No. P-0010684



Appendix B

Geotechnical Report Limitations and Guidelines for Use

Draft

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0010684

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA¹, of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Understand the Geotechnical Engineering Services Provided for this Report

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

¹ Geoprosessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850
Telephone: 301/565-2733: www.geoprosessional.org, 2019

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0010684

B.2.3 Read the Full Report

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

B.2.4 You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

B.2.5 Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

B.2.6 This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

B.2.7 This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

B.2.8 Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Report No. P-0010684

problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for information purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

B.2.9 Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

B.2.10 Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.





Exhibit B

Moore Lake Park Building - Proposal Summary



Proposer	Staff Ranking (0-100)	Project Duration (Mo.)	Onsite Supervision	Base Fee ¹	% Fee ²
H+U Construction	80.10	20	Full-Time	\$ 351,090.00	1.25%
Krause-Anderson	87.66	13	Full-Time	\$ 286,782.00	1.95%
RJM Construction	80.30	12	Part-Time	\$ 276,350.00	2.45%

Note:

1. Based on \$3,000,000 construction cost
2. Additional fee for construction exceeding \$3,000,000



AIA Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

The Architect:
(Name, legal status, address, and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

- .2 Construction commencement date;
- .3 Substantial Completion date or dates;
- .4 Other milestone dates;

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than _____ (\$ __) for each occurrence and _____ (\$ __) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than _____ (\$ __) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than _____ (\$ __) each accident, _____ (\$ __) each employee, and _____ (\$ __) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than _____ (\$ __) per claim and _____ (\$ __) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and

maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The

Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require;

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require;

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	
§ 4.1.1.10 Furnish land survey	

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager's Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- 2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- 3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- 4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ____ () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both

public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. terminate in accordance with Section 9.5;
3. in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
4. implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of

the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus _____ percent (_____ %), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus _____ percent (_____ %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

_____ % _____

§ 11.8 Payments to the Construction Manager**§ 11.8.1 Initial Payment**

§ 11.8.1.1 An initial payment of _____ (\$ _____) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid _____ (____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

_____ % _____

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

 OWNER (Signature)

(Printed name and title)

 CONSTRUCTION MANAGER (Signature)

(Printed name and title)



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Roberta Collins, Assistant to the City Manager

Title

Resolution No. 2022-109, Approving Claims for the Period Ending September 21, 2022

Background

Attached is Resolution No. 2022-109 and the Claims Report for the period ending September 21, 2022.

Financial Impact

Included in the budget.

Recommendation

Staff recommend adopting Resolution No. 2022-109.

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-109
- City Council Claims Report

Vision Statement

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

Resolution No. 2022-109**Approving Claims for the Period Ending September 21, 2022**

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

Whereas, a list of such claims for the period ending September 21, 2022, 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 26th day of September, 2022.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



City of Fridley, MN

Item 9.

Council Claims Report

By Fund

Payment Dates 9/9/2022 - 9/21/2022

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 101 - General Fund							
Vendor: 13268 - 121 BENEFITS							
DFT0004072	09/16/2022	INV0027180	CITY OF FRIDLEY HLTH REIMB ...	101-213150	Health Reimb HRA/Veba & HSA..	09/16/2022	950.00
Vendor 13268 - 121 BENEFITS Total:							950.00
Vendor: 10195 - AUTONATION FORD WHITE BEAR LAKE							
198034	09/20/2022	245903	AUTO PARTS	101-141040	Inventory - Auto Parts & Suppl...	09/20/2022	143.52
198034	09/20/2022	246144	AUTO PARTS	101-141040	Inventory - Auto Parts & Suppl...	09/20/2022	12.56
198034	09/20/2022	246267	CAR PARTS - VEHICLE 633	101-141040	Inventory - Auto Parts & Suppl...	09/20/2022	150.55
198034	09/20/2022	246585	CAR PARTS - VEHICLE 371	101-141040	Inventory - Auto Parts & Suppl...	09/20/2022	99.75
Vendor 10195 - AUTONATION FORD WHITE BEAR LAKE Total:							406.38
Vendor: Ppt ID: 307066 - CITY OF FRIDLEY ICMA-457							
848	09/16/2022	INV0027163	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	09/16/2022	17,394.65
848	09/16/2022	INV0027164	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213260	Deferred Comp.-ICMA 457 plan	09/16/2022	3,491.41
Vendor Ppt ID: 307066 - CITY OF FRIDLEY ICMA-457 Total:							20,886.06
Vendor: 267997 - FFFA DUES - CITY OF FRIDLEY ICMA-IAFF DUES/INTL ASSOC/FIRE FIGHTERS							
849	09/16/2022	INV0027179	FF DUES - LOCAL #1986	101-213230	Union Dues - FT Fire	09/16/2022	60.00
Vendor 267997 - FFFA DUES - CITY OF FRIDLEY ICMA-IAFF DUES/INTL ASSOC/FIRE FIGHTERS Total:							60.00
Vendor: Ppt ID: 803502 - CITY OF FRIDLEY ICMA-RHS							
850	09/16/2022	INV0027167	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	09/16/2022	352.88
850	09/16/2022	INV0027175	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	09/16/2022	75.00
850	09/16/2022	INV0027176	CITY OF FRIDLEY ICMA Ppt ID ...	101-213280	RHS Plan (ICMA)	09/16/2022	2,325.00
850	09/16/2022	INV0027177	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213280	RHS Plan (ICMA)	09/16/2022	525.00
Vendor Ppt ID: 803502 - CITY OF FRIDLEY ICMA-RHS Total:							3,277.88
Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ICMA-ROTH							
851	09/16/2022	INV0027178	CITY OF FRIDLEY ICMA Ppt ID: ...	101-213270	ICMA Roth IRA	09/16/2022	4,335.12
Vendor Ppt ID: 705060 - CITY OF FRIDLEY ICMA-ROTH Total:							4,335.12
Vendor: 13998 - EMPOWER RETIREMENT (for MN/MSRS)							
DFT0004063	09/16/2022	INV0027161	CITY OF FRIDLEY MNDP Ppt ID..	101-213260	Deferred Comp.-ICMA 457 plan	09/16/2022	2,002.93
DFT0004064	09/16/2022	INV0027162	CITY OF FRIDLEY MNDP Ppt ID..	101-213260	Deferred Comp.-ICMA 457 plan	09/16/2022	1,192.83
Vendor 13998 - EMPOWER RETIREMENT (for MN/MSRS) Total:							3,195.76
Vendor: 10649 - ESCH CONSTRUCTIONS SUPPLY INC							
197974	09/14/2022	CM1208	CREDIT FOR CAR PARTS - VEHI...	101-141040	Inventory - Auto Parts & Suppl...	04/29/2022	-351.48
197974	09/14/2022	INV22338	CAR PARTS - VEHICLE 611	101-141040	Inventory - Auto Parts & Suppl...	05/12/2022	91.93
197974	09/14/2022	INV20677.0	CAR PARTS - VEH 611	101-141040	Inventory - Auto Parts & Suppl...	09/14/2022	351.48
Vendor 10649 - ESCH CONSTRUCTIONS SUPPLY INC Total:							91.93

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10717 - FLEET PRIDE TRUCK & TRAILER PARTS							
198046	09/21/2022	102114575	INVENTORY AUTO PARTS	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	21.57
Vendor 10717 - FLEET PRIDE TRUCK & TRAILER PARTS Total:							21.57
Vendor: 10745 - FRIDLEY FIRE RELIEF ASSOC							
198017	09/14/2022	INV0027168	MONTHLY VOL FF PAYROLL C...	101-213290	Union Dues - POC/Vol Fire	09/16/2022	650.00
Vendor 10745 - FRIDLEY FIRE RELIEF ASSOC Total:							650.00
Vendor: 10748 - FRIDLEY POLICE ASSOCIATION							
198018	09/14/2022	INV0027166	BI-WEEKLY PAYROLL CONTRIB...	101-213330	Fridley Police Association	09/16/2022	196.00
Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:							196.00
Vendor: 10782 - GENUINE PARTS CO/NAPA							
198021	09/19/2022	4342-883064	CAR PARTS- VEHICLE 303	101-141040	Inventory - Auto Parts & Suppl...	09/19/2022	64.37
198021	09/19/2022	4342-883064D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	09/19/2022	-1.29
198047	09/21/2022	4342-883337	CAR PARTS - VEHICLE 633	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	64.11
198047	09/21/2022	4342-883337D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	-1.28
198047	09/21/2022	4342-883438	CAR PARTS - VEHICLE 543	101-141010	Inventory - Fuel	09/21/2022	135.73
198047	09/21/2022	4342-883438D	DISCOUNT	101-141010	Inventory - Fuel	09/21/2022	-2.71
198047	09/21/2022	4342-883457	CAR PARTS - VEHICLE 633	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	64.11
198047	09/21/2022	4342-883457D	DISCOUNT	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	-1.28
Vendor 10782 - GENUINE PARTS CO/NAPA Total:							321.76
Vendor: 13823 - HOME DEPOT - FRIDLEY							
198023	09/19/2022	2022919 - 35089	CHRISTMAS TREE LOT DEPOSIT...	101-221100	Deposits	09/19/2022	100.00
Vendor 13823 - HOME DEPOT - FRIDLEY Total:							100.00
Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES							
DFT0004073	09/16/2022	INV0027181	BI-WEEKLY SOCIAL SECURITY ...	101-212120	FICA Payable	09/16/2022	42,281.48
DFT0004074	09/16/2022	INV0027182	BI-WEEKLY MEDICARE WITHH...	101-212130	Medicare Payable	09/16/2022	15,316.84
DFT0004076	09/16/2022	INV0027184	BI-WEEKLY FEDERAL TAX WIT...	101-212100	Federal Tax Withheld	09/16/2022	48,738.16
Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:							106,336.48
Vendor: 11298 - MANSFIELD OIL COMPANY							
197991	09/14/2022	23591589	UNLEADED FUEL	101-141010	Inventory - Fuel	09/14/2022	14,003.14
Vendor 11298 - MANSFIELD OIL COMPANY Total:							14,003.14
Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER							
198019	09/14/2022	INV0027160	BI-WEEKLY PAYROLL DEDUCTI...	101-213300	Child Support Withheld	09/16/2022	842.63
Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:							842.63
Vendor: 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES							
DFT0004075	09/16/2022	INV0027183	BI-WEEKLY STATE INCOME TAX...	101-212110	State Tax Withheld	09/16/2022	22,237.55
Vendor 12451 - MINN DEPARTMENT OF REVENUE - PAYROLL TAXES Total:							22,237.55
Vendor: 11437 - MINN DEPT OF LABOR & INDUSTRY							
198027	09/19/2022	AUG 2022	STATE SURCHARGE-AUG	101-203130	Surtax/Surcharge	09/19/2022	2,704.65
198027	09/19/2022	AUG 2022D	DISCOUNT	101-203130	Surtax/Surcharge	09/19/2022	-54.09
Vendor 11437 - MINN DEPT OF LABOR & INDUSTRY Total:							2,650.56

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12443 - OPTUM BANK (HSA)							
DFT0004068	09/16/2022	INV0027171	HSA SAVINGS ACCT - EMPLOY...	101-213150	Health Reimb HRA/Veba & HSA..	09/16/2022	3,010.66
Vendor 12443 - OPTUM BANK (HSA) Total:							3,010.66
Vendor: 11685 - PERA - PUBLIC EMPLOYEES							
DFT0004069	09/16/2022	INV0027172	BI-WEEKLY DEDUCTION - COO...	101-213100	PERA	09/16/2022	40,688.73
DFT0004070	09/16/2022	INV0027173	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	09/16/2022	164.46
DFT0004071	09/16/2022	INV0027174	BI-WEEKLY PAYROLL DEDUCTI...	101-213100	PERA	09/16/2022	55,495.29
Vendor 11685 - PERA - PUBLIC EMPLOYEES Total:							96,348.48
Vendor: 12081 - STANDARD INSURANCE COMPANY (LIFE)							
198007	09/14/2022	SEPT 2022	SEPT LIFE RETIREE & POC	101-213170	Life Insurance Payable	09/14/2022	161.96
198007	09/14/2022	SEPT 2022	SEPT LIFE	101-213170	Life Insurance Payable	09/14/2022	2,396.06
Vendor 12081 - STANDARD INSURANCE COMPANY (LIFE) Total:							2,558.02
Vendor: 12082 - STANDARD INSURANCE COMPANY LTD/STD							
198008	09/14/2022	SEPT 2022	SEPT LONG TERM DISABILITY	101-213200	Long Term Disability Withhold...	09/14/2022	3,195.03
198008	09/14/2022	SEPT 2022	SEPT SHORT TERM DISABILITY	101-213205	Short Term Disability	09/14/2022	3,807.49
Vendor 12082 - STANDARD INSURANCE COMPANY LTD/STD Total:							7,002.52
Vendor: 12087 - STAR TRIBUNE							
198009	09/14/2022	9971 08/22	TIF DISCLOSURE, I00432088	101-132200	Due from HRA	09/14/2022	1,342.08
Vendor 12087 - STAR TRIBUNE Total:							1,342.08
Vendor: 12122 - SUBURBAN TIRE WHOLESALE INC							
198059	09/21/2022	10188968	TIRES - VEHICLE 633	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	668.20
Vendor 12122 - SUBURBAN TIRE WHOLESALE INC Total:							668.20
Vendor: 12237 - TRI-STATE BOBCAT INC							
198060	09/21/2022	A08868	CAR PARTS - VEHICLE 543	101-141040	Inventory - Auto Parts & Suppl...	09/21/2022	71.39
Vendor 12237 - TRI-STATE BOBCAT INC Total:							71.39
							291,564.17
Division: 111 - Legislative							
Vendor: 13933 - TIMESAVER OFF SITE SECRETARIAL INC							
198012	09/14/2022	M27532	CITY COUNCIL MINUTES	101-1110-635100	City Council / Services Contrac...	09/14/2022	154.00
198012	09/14/2022	M27532	PARKS & RECREATION COMM...	101-1110-635100	City Council / Services Contrac...	09/14/2022	154.00
198012	09/14/2022	M27594	CITY COUNCIL MINUTES-8/22	101-1110-635100	City Council / Services Contrac...	09/14/2022	154.00
Vendor 13933 - TIMESAVER OFF SITE SECRETARIAL INC Total:							462.00
Division 111 - Legislative Total:							462.00
Division: 127 - Communications & Engagement							
Vendor: 10581 - DO-GOOD BIZ INC							
197971	09/14/2022	15187-01	SEP/OCT NEWSLETTER MAILI...	101-1270-633120	Comm & Engage / Communicat...	09/14/2022	841.61
Vendor 10581 - DO-GOOD BIZ INC Total:							841.61
Vendor: 10817 - GRAFIK DISTINCTION INC							
198022	09/19/2022	20820	CREATIVE DESIGN-SEP/OCT N...	101-1270-631100	Comm & Engage / Services-Pro...	09/19/2022	1,400.00
Vendor 10817 - GRAFIK DISTINCTION INC Total:							1,400.00

Council Claims Report

Payment Dates: 9/9/2021

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12438 - GREENHAVEN PRINTING							
197978	09/14/2022	223447	NEWSLETTER PRINTING SEP/O...	101-1270-633110	Comm & Engage / Printing & B...	09/14/2022	4,659.13
Vendor 12438 - GREENHAVEN PRINTING Total:							4,659.13
Division 127 - Communications & Engagement Total:							6,900.74
Division: 128 - City Clerk							
Vendor: 12077 - ST PAUL STAMP WORKS INC							
198006	09/14/2022	IV00533401	CITY STAMP FOR SERVICES	101-1280-621120	City Clerk / Office Supplies	09/14/2022	27.90
Vendor 12077 - ST PAUL STAMP WORKS INC Total:							27.90
Division 128 - City Clerk Total:							27.90
Division: 131 - Accounting							
Vendor: 11475 - MINN SECRETARY OF STATE							
197995	09/14/2022	2022913 - 35173	NOTARY APPLICATION FOR JS	101-1310-632100	Accounting / Dues & Subscript...	09/14/2022	120.00
Vendor 11475 - MINN SECRETARY OF STATE Total:							120.00
Division 131 - Accounting Total:							120.00
Division: 133 - Information Technology							
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	2480 360 09/22	PHONE SERVICE 763 574-2480...	101-1330-633120	IT / Communication (phones, ...	09/14/2022	66.66
Vendor 10395 - CENTURY LINK Total:							66.66
Vendor: 10738 - FRANZ REPROGRAPHICS							
197976	09/14/2022	244873-0	INK FOR ENGINEERING PLOTT...	101-1330-621130	IT / Operating Supplies	09/14/2022	243.75
Vendor 10738 - FRANZ REPROGRAPHICS Total:							243.75
Vendor: 11238 - LOFFLER COMPANIES-131511							
197989	09/14/2022	4135256	AUG COPIER/PRINTER CHGS	101-1330-635100	IT / Services Contracted, Non-...	09/14/2022	56.45
Vendor 11238 - LOFFLER COMPANIES-131511 Total:							56.45
Vendor: 11918 - ROSEVILLE, CITY OF							
198004	09/14/2022	0231226	SEP PHONE CHGS	101-1330-633120	IT / Communication (phones, ...	09/14/2022	4,051.02
Vendor 11918 - ROSEVILLE, CITY OF Total:							4,051.02
Division 133 - Information Technology Total:							4,417.88
Division: 211 - Police							
Vendor: 14366 - BLUE AND BROWN BACKGROUNDS LLC							
197963	09/14/2022	202299 - 35115	POST TRAINING BACKGROUND...	101-2110-632120	Police / Conferences & School	09/14/2022	300.00
Vendor 14366 - BLUE AND BROWN BACKGROUNDS LLC Total:							300.00
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	0233 605 09/22	PHONE SERVICE 612E830233 ...	101-2110-633120	Police / Communication (phon...	09/14/2022	106.40
Vendor 10395 - CENTURY LINK Total:							106.40
Vendor: 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES							
197972	09/14/2022	SP22009	BUILDING CELL PHONE ENHA...	101-2110-621150	Police / Tools & Minor Equipm...	09/14/2022	221.76
197972	09/14/2022	SP22009	INSTALL BUILDING CELL PHONE...	101-2110-635100	Police / Services Contracted, N...	09/14/2022	135.00
Vendor 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES Total:							356.76

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10899 - HEALTH PARTNERS							
198050	09/21/2022	8953	PRE-EMPLOYMENT PHYSICAL	101-2110-631100	Police / Services-Professional	09/21/2022	1,942.00
Vendor 10899 - HEALTH PARTNERS Total:							1,942.00
Vendor: 11153 - HIRERIGHT LLC							
197980	09/14/2022	H0214698	AUG BACKGROUND SCREEN S...	101-2110-635100	Police / Services Contracted, N...	09/14/2022	10.35
Vendor 11153 - HIRERIGHT LLC Total:							10.35
Vendor: 14369 - LAW ENFORCEMENT SEMINARS LLC							
197986	09/14/2022	2023894	INTERNAL AFFAIRS INVESTIGAT..	101-2110-632120	Police / Conferences & School	09/14/2022	395.00
Vendor 14369 - LAW ENFORCEMENT SEMINARS LLC Total:							395.00
Vendor: 12115 - STREICHER'S							
198010	09/14/2022	I1586918	DUTY AMMUNITION	101-2110-621130	Police / Operating Supplies	09/14/2022	276.08
Vendor 12115 - STREICHER'S Total:							276.08
Vendor: 12313 - VERIZON WIRELESS							
198013	09/14/2022	9914671153	CELL PHONES-POLICE, ACCT 4...	101-2110-633120	Police / Communication (phon...	09/14/2022	1,845.65
Vendor 12313 - VERIZON WIRELESS Total:							1,845.65
Division 211 - Police Total:							5,232.24
Division: 215 - Emergency Management							
Vendor: 12313 - VERIZON WIRELESS							
198013	09/14/2022	9914671153	CELL PHONES-EOC, ACCT 4422...	101-2150-633120	Emergency Mgmt / Communic...	09/14/2022	41.51
Vendor 12313 - VERIZON WIRELESS Total:							41.51
Division 215 - Emergency Management Total:							41.51
Division: 219 - Fire							
Vendor: 10069 - ALBRECHT SIGN COMPANY							
197957	09/14/2022	27847	VINYL GRAPHICS FOR HELMETS	101-2190-621110	Fire / Clothing & Laundry	09/14/2022	145.00
Vendor 10069 - ALBRECHT SIGN COMPANY Total:							145.00
Vendor: 10178 - ASPEN MILLS INC							
197960	09/14/2022	299750	INITIAL ISSUE-LUCHT CHW	101-2190-621110	Fire / Clothing & Laundry	09/14/2022	118.60
Vendor 10178 - ASPEN MILLS INC Total:							118.60
Vendor: 10295 - BOUND TREE MEDICAL LLC							
197964	09/14/2022	84661487	MEDICAL EXAM GLOVES	101-2190-621130	Fire / Operating Supplies	09/14/2022	48.29
197964	09/14/2022	84663716	MEDICAL EXAM GLOVES	101-2190-621130	Fire / Operating Supplies	09/14/2022	167.45
197964	09/14/2022	84668057	N95 MASKS	101-2190-621130	Fire / Operating Supplies	09/14/2022	202.74
Vendor 10295 - BOUND TREE MEDICAL LLC Total:							418.48
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	0545 311 09/22	PHONE SERVICE 612 Z010545 ...	101-2190-633120	Fire / Communication (phones,...	09/14/2022	356.88
Vendor 10395 - CENTURY LINK Total:							356.88
Vendor: 10899 - HEALTH PARTNERS							
198050	09/21/2022	8953	PRE-EMPLOYMENT PHYSICAL	101-2190-631100	Fire / Services-Professional	09/21/2022	782.00
Vendor 10899 - HEALTH PARTNERS Total:							782.00

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 14164 - JONES & BARTLETT LEARNING LLC							
197983	09/14/2022	563923	TEXTBOOKS FOR INSTRUCTOR I	101-2190-632120	Fire / Conferences & School	09/14/2022	531.98
Vendor 14164 - JONES & BARTLETT LEARNING LLC Total:							531.98
Vendor: 11093 - K & S ENGRAVING LLC							
197984	09/14/2022	12288	PAR TAGS ENGRAVED	101-2190-621130	Fire / Operating Supplies	09/14/2022	88.00
Vendor 11093 - K & S ENGRAVING LLC Total:							88.00
Vendor: 11283 - MAC QUEEN EMERGENCY							
197990	09/14/2022	P03281	SCBA MASKS	101-2190-621110	Fire / Clothing & Laundry	09/14/2022	1,438.00
197990	09/14/2022	P03284	PIKE POLE REPLACEMENTS	101-2190-621150	Fire / Tools & Minor Equipment	09/14/2022	454.91
Vendor 11283 - MAC QUEEN EMERGENCY Total:							1,892.91
Vendor: 11785 - PREMIUM WATERS INC							
198000	09/14/2022	318878148	WATER FOR RESPONSES	101-2190-621130	Fire / Operating Supplies	09/14/2022	98.39
198000	09/14/2022	318878148	WATER-CREDIT DUPL PMT 318...	101-2190-621130	Fire / Operating Supplies	09/14/2022	-93.89
198000	09/14/2022	318962765	WATER FOR RESPONSES	101-2190-621130	Fire / Operating Supplies	09/14/2022	5.99
Vendor 11785 - PREMIUM WATERS INC Total:							10.49
Division 219 - Fire Total:							4,344.34
Division: 311 - Campus Facilities							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043723	FLOOR MATS - CH	101-3110-621110	Facilities / Clothing & Laundry	09/14/2022	32.94
197959	09/14/2022	6290043724	FLOOR MATS & SHOP TOWELS ..	101-3110-621110	Facilities / Clothing & Laundry	09/14/2022	63.32
197959	09/14/2022	6290043741	UNIFORMS - FACILITIES	101-3110-621110	Facilities / Clothing & Laundry	09/14/2022	19.69
198041	09/21/2022	6290046213	FLOOR MATS - CH	101-3110-621110	Facilities / Clothing & Laundry	09/21/2022	32.94
198041	09/21/2022	6290046220	FLOOR MATS & SHOP TOWELS ..	101-3110-621110	Facilities / Clothing & Laundry	09/21/2022	63.32
198041	09/21/2022	6290046246	UNIFORMS - FACILITIES	101-3110-621110	Facilities / Clothing & Laundry	09/21/2022	19.69
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							231.90
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
198020	09/19/2022	1004-4 09/22	UTILITIES 10791004-4	101-3110-634100	Facilities / Utility Services	09/19/2022	2,384.71
198020	09/19/2022	1005-1 09/22	UTILITIES 10791005-1	101-3110-634100	Facilities / Utility Services	09/19/2022	552.25
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							2,936.96
Vendor: 13800 - DRIVEN WILD GOOSE CONTROL							
198039	09/20/2022	3112	AUG GOOSE CONTROL	101-3110-635100	Facilities / Services Contracted,..	09/20/2022	420.00
Vendor 13800 - DRIVEN WILD GOOSE CONTROL Total:							420.00
Vendor: 13207 - VTI SECURITY / VIDEO TRONIX INC							
198014	09/14/2022	169917	REPAIR PW READERS	101-3110-635100	Facilities / Services Contracted,..	09/14/2022	1,232.50
Vendor 13207 - VTI SECURITY / VIDEO TRONIX INC Total:							1,232.50
Vendor: 12402 - XCEL ENERGY							
198029	09/19/2022	795252177	UTILITIES 51-4330624-7	101-3110-634100	Facilities / Utility Services	09/19/2022	11,381.40
Vendor 12402 - XCEL ENERGY Total:							11,381.40
Division 311 - Campus Facilities Total:							16,202.76

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 315 - Forestry							
Vendor: 12498 - BIRCH TREE CARE LLC							
197962	09/14/2022	39411	STUMP GRINDING/SOIL SEED-...	101-3150-635100	Forestry / Services Contracted,...	09/14/2022	17,350.00
Vendor 12498 - BIRCH TREE CARE LLC Total:							17,350.00
Vendor: 10786 - GERTENS GREENHOUSE INC							
198048	09/21/2022	697337/6	TREES FOR FRIDLEY TREE SALE	101-3150-621140	Forestry / Supplies for Repair &..	09/21/2022	284.00
Vendor 10786 - GERTENS GREENHOUSE INC Total:							284.00
Vendor: 11346 - MENARDS - FRIDLEY							
197993	09/14/2022	74607	TREE WATERING BAGS	101-3150-621140	Forestry / Supplies for Repair &..	09/14/2022	119.88
Vendor 11346 - MENARDS - FRIDLEY Total:							119.88
Division 315 - Forestry Total:							17,753.88
Division: 316 - Parks							
Vendor: 10158 - APACHE GROUP OF MINNESOTA							
197958	09/14/2022	223445	TRASH CAN LINERS - PARKS	101-3160-621140	Parks / Supplies for Repair & ...	09/14/2022	1,063.50
197958	09/14/2022	223445D	DISCOUNT	101-3160-621140	Parks / Supplies for Repair & ...	09/14/2022	-10.64
Vendor 10158 - APACHE GROUP OF MINNESOTA Total:							1,052.86
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043731	UNIFORMS - PARKS	101-3160-621110	Parks / Clothing & Laundry	09/14/2022	67.77
198041	09/21/2022	6290046226	UNIFORMS - PARKS	101-3160-621110	Parks / Clothing & Laundry	09/21/2022	67.77
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							135.54
Vendor: 10390 - CENTRAL TURF & IRRIGATION SUPPLY							
197967	09/14/2022	6081280-00	IRRIGATION SUPPLIES-MADSE...	101-3160-621140	Parks / Supplies for Repair & ...	09/14/2022	349.74
Vendor 10390 - CENTRAL TURF & IRRIGATION SUPPLY Total:							349.74
Vendor: 10924 - HIRSHFIELD'S PAINT MFG							
197981	09/14/2022	0016958-IN	ATHLETIC FIELD PAINT	101-3160-621140	Parks / Supplies for Repair & ...	09/14/2022	470.90
Vendor 10924 - HIRSHFIELD'S PAINT MFG Total:							470.90
Vendor: 11346 - MENARDS - FRIDLEY							
197993	09/14/2022	72796	LIGHT SWITCHES-COMMONS ...	101-3160-621140	Parks / Supplies for Repair & ...	09/14/2022	9.37
197993	09/14/2022	72796	SCREW DRIVER SET	101-3160-621150	Parks / Tools & Minor Equipm...	09/14/2022	13.79
198053	09/21/2022	74974	BOARDS FOR HOCKEY RINKS	101-3160-621140	Parks / Supplies for Repair & ...	09/21/2022	167.67
198053	09/21/2022	74974D	MENARDS REBATE	101-3160-621140	Parks / Supplies for Repair & ...	09/21/2022	-89.48
198053	09/21/2022	75019	LUMBER FOR PARK BENCHES-...	101-3160-621140	Parks / Supplies for Repair & ...	09/21/2022	141.73
Vendor 11346 - MENARDS - FRIDLEY Total:							243.08
Vendor: 11667 - ON SITE COMPANIES							
197999	09/14/2022	0001402429	TOILET RENTAL-MOORE LAKE	101-3160-635110	Parks / Rentals	09/14/2022	158.00
198056	09/21/2022	0001402719	TOILET RENTAL-TIPPED UNIT IN..	101-3160-635110	Parks / Rentals	09/21/2022	26.00
198056	09/21/2022	0001404738	TOILET RENTAL-MOORE LAKE	101-3160-635110	Parks / Rentals	09/21/2022	26.00
198056	09/21/2022	0001404739	TOILET RENTAL-MOORE LAKE	101-3160-635110	Parks / Rentals	09/21/2022	26.00
Vendor 11667 - ON SITE COMPANIES Total:							236.00

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12237 - TRI-STATE BOBCAT INC							
198060	09/21/2022	A08867	LAWN MOWER BLADES	101-3160-621140	Parks / Supplies for Repair & ...	09/21/2022	220.47
Vendor 12237 - TRI-STATE BOBCAT INC Total:							220.47
Vendor: 12402 - XCEL ENERGY							
198029	09/19/2022	794933272	UTILITIES 51-5926810-7	101-3160-634100	Parks / Utility Services	09/19/2022	37.05
Vendor 12402 - XCEL ENERGY Total:							37.05
Division 316 - Parks Total:							2,745.64
Division: 317 - Lighting							
Vendor: 12402 - XCEL ENERGY							
198029	09/19/2022	795024436	UTILITIES 51-0013256055-2	101-3170-634100	Lighting / Utility Services	09/19/2022	52.56
198029	09/19/2022	795047671	UTILITIES 51-0013256071-2	101-3170-634100	Lighting / Utility Services	09/19/2022	51.81
Vendor 12402 - XCEL ENERGY Total:							104.37
Division 317 - Lighting Total:							104.37
Division: 318 - Streets							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043729	UNIFORMS - STREETS	101-3180-621110	Streets / Clothing & Laundry	09/14/2022	62.31
198041	09/21/2022	6290046224	UNIFORMS - STREETS	101-3180-621110	Streets / Clothing & Laundry	09/21/2022	62.31
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							124.62
Vendor: 10449 - COMMERCIAL ASPHALT							
198043	09/21/2022	220915	ASPHALT- STREET DEPT	101-3180-621140	Streets / Supplies for Repair &...	09/21/2022	301.75
Vendor 10449 - COMMERCIAL ASPHALT Total:							301.75
Vendor: 11322 - MC TOOL & SAFETY							
198052	09/21/2022	014481	SAFETY CLOTHING	101-3180-621110	Streets / Clothing & Laundry	09/21/2022	92.90
198052	09/21/2022	014481	CHAIN SAW BLADE	101-3180-621150	Streets / Tools & Minor Equip...	09/21/2022	536.90
198052	09/21/2022	014481D	DISCOUNT	101-3180-621150	Streets / Tools & Minor Equip...	09/21/2022	-6.30
Vendor 11322 - MC TOOL & SAFETY Total:							623.50
Vendor: 13152 - OMANN CONTRACTING CO							
197998	09/14/2022	16351	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	655.65
197998	09/14/2022	16353	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	372.00
197998	09/14/2022	16368	TACK OIL	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	150.00
197998	09/14/2022	16368	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	465.00
197998	09/14/2022	16378	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	464.07
197998	09/14/2022	16411	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	372.93
198054	09/21/2022	16398	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/21/2022	465.93
198054	09/21/2022	16403	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/21/2022	524.79
198054	09/21/2022	16418	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/21/2022	372.93
198054	09/21/2022	16428	ASHPALT	101-3180-621140	Streets / Supplies for Repair &...	09/21/2022	615.00
Vendor 13152 - OMANN CONTRACTING CO Total:							4,458.30

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 11645 - O'MARA BRANDON							
198055	09/21/2022	2022919 - 35284	SAFETY BOOT REIMB-BRAND...	101-3180-621110	Streets / Clothing & Laundry	09/21/2022	87.49
Vendor 11645 - O'MARA BRANDON Total:							87.49
Vendor: 11720 - PEARSON BROS INC							
198057	09/21/2022	5581	SEALCOATING	101-3180-635100	Streets / Services Contracted, ...	09/21/2022	179,230.20
Vendor 11720 - PEARSON BROS INC Total:							179,230.20
Vendor: 12854 - TAPCO-TRAFFIC & PARKING CONTROL							
198011	09/14/2022	I728746	STREET SIGN WITH BLINKERS	101-3180-621140	Streets / Supplies for Repair &...	09/14/2022	2,267.49
Vendor 12854 - TAPCO-TRAFFIC & PARKING CONTROL Total:							2,267.49
Division 318 - Streets Total:							187,093.35
Division: 319 - Fleet Services: Garage/Shop							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043737	UNIFORMS - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	09/14/2022	103.59
198041	09/21/2022	6290046245	UNIFORMS - FLEET	101-3190-621110	Fleet Services / Clothing & Lau...	09/21/2022	49.63
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							153.22
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	0546 766 09/22	PHONE SERVICE 612 Z010546 ...	101-3190-633120	Fleet Services / Communication	09/14/2022	373.86
Vendor 10395 - CENTURY LINK Total:							373.86
Division 319 - Fleet Services: Garage/Shop Total:							527.08
Division: 410 - Recreation							
Vendor: 12776 - AE SIGN SYSTEMS							
197956	09/14/2022	22403	PARK BENCH PLAQUE-SEDERS...	101-4100-621130	Rec / Operating Supplies	09/14/2022	98.54
Vendor 12776 - AE SIGN SYSTEMS Total:							98.54
Vendor: 10581 - DO-GOOD BIZ INC							
197971	09/14/2022	15187-01	SEP/OCT REC BROCHURE MAIL...	101-4100-633120	Rec / Communication (phones,...)	09/14/2022	841.61
Vendor 10581 - DO-GOOD BIZ INC Total:							841.61
Vendor: 10817 - GRAFIK DISTINCTION INC							
198022	09/19/2022	20820	CREATIVE DESIGN-SEPT/OCT R...	101-4100-631100	Rec / Services-Professional	09/19/2022	1,200.00
Vendor 10817 - GRAFIK DISTINCTION INC Total:							1,200.00
Vendor: 12438 - GREENHAVEN PRINTING							
197978	09/14/2022	223447	REC BROCHURE PRINTING SEP...	101-4100-633110	Rec / Printing & Binding	09/14/2022	2,721.00
Vendor 12438 - GREENHAVEN PRINTING Total:							2,721.00
Vendor: 14332 - KCLICK, FLETCHER							
198051	09/21/2022	2022916 - 35275	JUNE UMPIRE-2 SOFTBALL G...	101-4107-635100	Rec Sports / Services Contract...	09/21/2022	60.00
Vendor 14332 - KCLICK, FLETCHER Total:							60.00
Vendor: 11586 - NEW BRIGHTON, CITY OF							
197996	09/14/2022	202297 - 35000	INDOOR VOLLEYBALL LEAGUE ...	101-4107-621130	Rec Sports / Operating Supplies	09/14/2022	127.16
Vendor 11586 - NEW BRIGHTON, CITY OF Total:							127.16

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12057 - SPORTS UNLIMITED							
198005	09/14/2022	202299 - 35101	ROCKS CLASS INSTRUCTION-L...	101-4106-635100	Rec ROCKS / Services Contract...	09/14/2022	1,352.00
Vendor 12057 - SPORTS UNLIMITED Total:							1,352.00
Division 410 - Recreation Total:							6,400.31
Division: 511 - Building Inspection							
Vendor: 14371 - REDEMPTION ELECTRIC LLC							
198028	09/19/2022	2022913 - 35171	PERMIT REFUND	101-5110-435200	Bldg Inspection / Electrical Pe...	09/19/2022	328.00
Vendor 14371 - REDEMPTION ELECTRIC LLC Total:							328.00
Division 511 - Building Inspection Total:							328.00
Division: 512 - Planning-Code Enforcement							
Vendor: 11907 - ROCK SOLID LANDSCAPE & IRRIGATION							
198003	09/14/2022	13605	YARD ABATEMENT -TEMPO TE...	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13606	YARD ABATEMENT -LYRIC LN	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13607	YARD ABATEMENT -VAN BUR...	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13608	YARD ABATEMENT -2ND ST	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13609	YARD ABATEMENT -UNIVERSIT...	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13610	YARD ABATEMENT -UNIVERSIT...	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198003	09/14/2022	13613	YARD ABATEMENT -RAINBOW...	101-5120-631100	Planning / Services-Professional	09/14/2022	100.00
198003	09/14/2022	13626	YARD ABATEMENT -JACKSON ...	101-5120-635100	Planning / Services Contracted,..	09/14/2022	100.00
198040	09/20/2022	13631	YARD ABATEMENT -UNIVERSIT...	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13632	YARD ABATEMENT HWY 65	101-5120-635100	Planning / Services Contracted,..	09/20/2022	80.00
198040	09/20/2022	13633	YARD ABATEMENT 53RD AVE	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13634	YARD ABATEMENT -UNIVERSIT...	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13635	YARD ABATEMENT EAST RIVER...	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13636	YARD ABATEMENT 46TH AVE	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13637	YARD ABATEMENT 63RD WAY	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
198040	09/20/2022	13638	YARD ABATEMENT MADISON ...	101-5120-635100	Planning / Services Contracted,..	09/20/2022	80.00
198040	09/20/2022	13639	YARD ABATEMENT MAIN ST	101-5120-635100	Planning / Services Contracted,..	09/20/2022	100.00
Vendor 11907 - ROCK SOLID LANDSCAPE & IRRIGATION Total:							1,660.00
Division 512 - Planning-Code Enforcement Total:							1,660.00
Division: 514 - Rental Inspections							
Vendor: 14375 - HOME SFR BORROWER LLC							
198024	09/19/2022	2022916 - 35118	REFUND RENTAL LICENSE-63R...	101-5140-431200	Rental Inspection / Rental Lice...	09/19/2022	100.00
Vendor 14375 - HOME SFR BORROWER LLC Total:							100.00
Vendor: 14374 - MENS0H, ISAAC							
198025	09/19/2022	2022916 - 35172	REFUND RENTAL LICENSE-6051...	101-5140-431200	Rental Inspection / Rental Lice...	09/19/2022	100.00
Vendor 14374 - MENS0H, ISAAC Total:							100.00

Payment Dates: 9/9/2022

Council Claims Report

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 14102 - ZASADA, SUSAN							
198016	09/14/2022	2022823 - 34733	WORK SHOES FOR SUSAN	101-5140-621110	Rental Inspection / Clothing & ...	09/14/2022	69.95
Vendor 14102 - ZASADA, SUSAN Total:							69.95
Division 514 - Rental Inspections Total:							269.95
Fund 101 - General Fund Total:							546,196.12
Fund: 225 - Cable TV Fund							
Division: 127 - Communications & Engagement							
Vendor: 10447 - COMCAST CABLE							
197969	09/14/2022	4545 09/22	CABLE FEES-8772 10 789 0044...	225-1270-633120	Comm & Engage / Communicat..	09/14/2022	319.96
Vendor 10447 - COMCAST CABLE Total:							319.96
Vendor: 14028 - NINE NORTH / NORTH SUBURBAN ACCESS CORP							
197997	09/14/2022	2022-135	COUNCIL MTG COVERAGE 7/1...	225-1270-631100	Comm & Engage / Services-Pro...	09/14/2022	240.00
Vendor 14028 - NINE NORTH / NORTH SUBURBAN ACCESS CORP Total:							240.00
Division 127 - Communications & Engagement Total:							559.96
Fund 225 - Cable TV Fund Total:							559.96
Fund: 237 - Solid Waste Abatement							
Division: 518 - Recycling							
Vendor: 11877 - REPUBLIC SERVICES #899							
198001	09/14/2022	0899-004000034	AUG RECYCLING	237-5180-635100	Recycling / Services Contracted..	09/14/2022	28,085.07
Vendor 11877 - REPUBLIC SERVICES #899 Total:							28,085.07
Division 518 - Recycling Total:							28,085.07
Fund 237 - Solid Waste Abatement Total:							28,085.07
Fund: 270 - Springbrook NC Fund							
Division: 419 - Spring Brook Nature Center							
Vendor: 10284 - BOB'S PRODUCE RANCH							
198035	09/20/2022	48514	BEEF SUET	270-4190-621130	SNC / Operating Supplies	09/20/2022	22.34
Vendor 10284 - BOB'S PRODUCE RANCH Total:							22.34
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
197965	09/14/2022	0290-5 09/22	UTILITIES 5530290-5	270-4190-634100	SNC / Utility Services	09/14/2022	18.21
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							18.21
Vendor: 13553 - CINTAS CORPORATION							
198038	09/20/2022	5124124450	MEDICINE CABINET SUPPLIES	270-4190-621130	SNC / Operating Supplies	09/20/2022	67.22
Vendor 13553 - CINTAS CORPORATION Total:							67.22
Division 419 - Spring Brook Nature Center Total:							107.77
Fund 270 - Springbrook NC Fund Total:							107.77

Council Claims Report

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Fund: 406 - Capital Improvements-STR							
Division: 318 - Streets							
Vendor: 13794 - C&L EXCAVATING INC							
198036	09/20/2022	PAY EST NO.6 FINAL	2020 STREET REHAB-FINAL PAY..	406-3180-705100	CIP Streets / Infrastructure	09/20/2022	15,000.00
Vendor 13794 - C&L EXCAVATING INC Total:							15,000.00
Vendor: 14209 - HENNING PROFESSIONAL SERVICES							
197979	09/14/2022	134-06	53RD AVE ROUNDABOUT	406-3180-705100	CIP Streets / Infrastructure	09/14/2022	621.00
Vendor 14209 - HENNING PROFESSIONAL SERVICES Total:							621.00
Division 318 - Streets Total:							15,621.00
Fund 406 - Capital Improvements-STR Total:							15,621.00
Fund: 407 - Capital Improvements-PKS							
Division: 316 - Parks							
Vendor: 13207 - VTI SECURITY / VIDEO TRONIX INC							
198061	09/21/2022	170540	SECURITY UPGRADES AT SPRI...	407-3160-635100	CIP Parks / Services Contracted..	09/21/2022	10,583.00
198061	09/21/2022	170541	SECURITY UPGRADES-SNC	407-3160-635100	CIP Parks / Services Contracted..	09/21/2022	5,303.00
Vendor 13207 - VTI SECURITY / VIDEO TRONIX INC Total:							15,886.00
Division 316 - Parks Total:							15,886.00
Fund 407 - Capital Improvements-PKS Total:							15,886.00
Fund: 409 - Capital Improvements-INFO TECH							
Division: 133 - Information Technology							
Vendor: 12768 - KELTEK INC							
197985	09/14/2022	6730	PANASONIC FZ-55 HARDENED-...	409-1330-621130	IT Capital / Operating Supplies	09/14/2022	3,346.89
Vendor 12768 - KELTEK INC Total:							3,346.89
Division 133 - Information Technology Total:							3,346.89
Fund 409 - Capital Improvements-INFO TECH Total:							3,346.89
Fund: 410 - Capital Equipment Fund							
Division: 211 - Police							
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 313 AUGUST	410-2110-635110	CapEq. Police / Lease	09/14/2022	1,038.67
197973	09/14/2022	FB4554767	LEASE-VEH 314 AUGUST	410-2110-635110	CapEq. Police / Lease	09/14/2022	1,327.38
197973	09/14/2022	FB4554767	LEASE-VEH 315 AUGUST	410-2110-635110	CapEq. Police / Lease	09/14/2022	1,321.15
Vendor 13969 - ENTERPRISE FM TRUST Total:							3,687.20
Division 211 - Police Total:							3,687.20
Division: 219 - Fire							
Vendor: 11283 - MAC QUEEN EMERGENCY							
197990	09/14/2022	P03281	SCBA MASKS	410-2190-621150	CapEq. Fire / Minor Equipment	09/14/2022	525.85
Vendor 11283 - MAC QUEEN EMERGENCY Total:							525.85
Division 219 - Fire Total:							525.85

Payment Dates: 9/9/2021

Council Claims Report

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 316 - Parks							
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 546 AUGUST	410-3160-635110	CapEq. Parks / Lease	09/14/2022	550.88
197973	09/14/2022	FB4554767	LEASE-VEH 544 AUGUST	410-3160-635110	CapEq. Parks / Lease	09/14/2022	553.71
Vendor 13969 - ENTERPRISE FM TRUST Total:							1,104.59
Division 316 - Parks Total:							1,104.59
Division: 318 - Streets							
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 724 AUGUST	410-3180-635110	CapEq. Streets / Lease	09/14/2022	526.86
Vendor 13969 - ENTERPRISE FM TRUST Total:							526.86
Division 318 - Streets Total:							526.86
Division: 512 - Planning-Code Enforcement							
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 104 AUGUST	410-5120-635110	CapEq. Planning / Lease	09/14/2022	530.00
Vendor 13969 - ENTERPRISE FM TRUST Total:							530.00
Division 512 - Planning-Code Enforcement Total:							530.00
Division: 514 - Rental Inspections							
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 112 AUGUST	410-5140-635110	CapEq. Rental Inspect / Lease	09/14/2022	750.61
Vendor 13969 - ENTERPRISE FM TRUST Total:							750.61
Division 514 - Rental Inspections Total:							750.61
Fund 410 - Capital Equipment Fund Total:							7,125.11
Fund: 601 - Water Fund							
Division: 601 - Water							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043733	UNIFORMS - WATER	601-6012-621110	Water Ops / Clothing & Laundry	09/14/2022	37.61
198041	09/21/2022	6290046229	UNIFORMS - WATER	601-6012-621110	Water Ops / Clothing & Laundry	09/21/2022	39.24
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							76.85
Vendor: 10193 - AUTOMATIC SYSTEMS CO INC							
197961	09/14/2022	37808 S	REPAIR TO RECLAIM TANK-C...	601-6012-635100	Water Ops / Services Contract...	09/14/2022	345.25
Vendor 10193 - AUTOMATIC SYSTEMS CO INC Total:							345.25
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
198020	09/19/2022	2843-3 09/22	UTILITIES 10942843-3	601-6012-634100	Water Ops / Utility Services	09/19/2022	254.20
198020	09/19/2022	3440-7 09/22	UTILITIES 5513440-7	601-6012-634100	Water Ops / Utility Services	09/19/2022	16.80
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							271.00
Vendor: 10390 - CENTRAL TURF & IRRIGATION SUPPLY							
197967	09/14/2022	6081375-00	IRRIGATION PARTS	601-6012-621140	Water Ops / Supplies for Repai...	09/14/2022	49.40
198037	09/20/2022	6081444-00	IRRIGATION PARTS-COMMONS..	601-6012-621140	Water Ops / Supplies for Repai...	09/20/2022	19.98
Vendor 10390 - CENTRAL TURF & IRRIGATION SUPPLY Total:							69.38

Council Claims Report

Payment Dates: 9/9/2021

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	0548 412 09/22	PHONE SERVICE 612 Z010548 ...	601-6012-633120	Water Ops / Communication (...)	09/14/2022	253.48
Vendor 10395 - CENTURY LINK Total:							253.48
Vendor: 10449 - COMMERCIAL ASPHALT							
198043	09/21/2022	220915	ASPHALT - WATER DEPT	601-6012-621140	Water Ops / Supplies for Repai...	09/21/2022	322.71
Vendor 10449 - COMMERCIAL ASPHALT Total:							322.71
Vendor: 13095 - CORE & MAIN LP							
197970	09/14/2022	R132265	DUCTILE PIPING-WTP 3	601-6012-621140	Water Ops / Supplies for Repai...	09/14/2022	824.58
197970	09/14/2022	R422345	HYDRANT AND GATE VALVE	601-6012-621140	Water Ops / Supplies for Repai...	09/14/2022	7,109.55
Vendor 13095 - CORE & MAIN LP Total:							7,934.13
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 603 AUGUST	601-6019-635110	Water CIP / Lease	09/14/2022	550.88
Vendor 13969 - ENTERPRISE FM TRUST Total:							550.88
Vendor: 10811 - GOPHER STATE ONE-CALL INC							
197977	09/14/2022	2080407	AUG BILLABLE LOCATES	601-6012-635100	Water Ops / Services Contract...	09/14/2022	193.73
Vendor 10811 - GOPHER STATE ONE-CALL INC Total:							193.73
Vendor: 10894 - HAWKINS INC							
198049	09/21/2022	6282021	WATER TREATMENT SUPPLIES	601-6012-621130	Water Ops / Operating Supplies	09/21/2022	1,708.80
198049	09/21/2022	6286577	WATER TREATMENT SUPPLIES	601-6012-621130	Water Ops / Operating Supplies	09/21/2022	2,789.95
Vendor 10894 - HAWKINS INC Total:							4,498.75
Vendor: 10996 - INSTRUMENTAL RESEARCH INC							
197982	09/14/2022	4370	AUG WATER TESTING	601-6012-635100	Water Ops / Services Contract...	09/14/2022	330.00
Vendor 10996 - INSTRUMENTAL RESEARCH INC Total:							330.00
Vendor: 12618 - RESPEC							
198058	09/21/2022	INV-0822-1463	AUG GIS-MAPPING	601-6012-635130	Water Ops / Hardware & Soft...	09/21/2022	419.96
Vendor 12618 - RESPEC Total:							419.96
Vendor: 13436 - REVSPRING INC							
198002	09/14/2022	INV1315689	UB WEBSITE-AUG	601-6010-633120	Water Admin / Communication..	09/14/2022	541.02
198002	09/14/2022	INV1315689	UB STATEMENT-AUG	601-6010-633120	Water Admin / Communication..	09/14/2022	1,214.50
Vendor 13436 - REVSPRING INC Total:							1,755.52
Division 601 - Water Total:							17,021.64
Fund 601 - Water Fund Total:							17,021.64
Fund: 602 - Sewer Fund							
Vendor: 11369 - METROPOLITAN COUNCIL (SAC CHARGES)							
198026	09/19/2022	AUG 2022	SAC CHARGES-AUG	602-232310	Due to-Govts/Sewer (SAC)	09/19/2022	7,455.00
198026	09/19/2022	AUG 2022D	DISCOUNT	602-232310	Due to-Govts/Sewer (SAC)	09/19/2022	-74.55
Vendor 11369 - METROPOLITAN COUNCIL (SAC CHARGES) Total:							7,380.45
							7,380.45

Council Claims Report

Payment Dates: 9/9/2022

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Division: 602 - Sewer							
Vendor: 10165 - ARAMARK UNIFORM SERVICES							
197959	09/14/2022	6290043735	UNIFORMS - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	09/14/2022	43.13
198041	09/21/2022	6290046236	UNIFORMS - SEWER	602-6022-621110	Sewer Ops / Clothing & Laundry	09/21/2022	43.13
Vendor 10165 - ARAMARK UNIFORM SERVICES Total:							86.26
Vendor: 12852 - ASPENSON, JAKE							
198033	09/20/2022	2022913 - 35146	SAFETY BOOTS REIMB-JAKE AS...	602-6022-621110	Sewer Ops / Clothing & Laundry	09/20/2022	147.95
Vendor 12852 - ASPENSON, JAKE Total:							147.95
Vendor: 10222 - BARTON SAND & GRAVEL CO							
198042	09/21/2022	220915	DISPOSAL FEE	602-6022-635100	Sewer Ops / Services Contract...	09/21/2022	10.00
Vendor 10222 - BARTON SAND & GRAVEL CO Total:							10.00
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
198020	09/19/2022	0265-6 09/22	UTILITIES 11430265-6	602-6022-634100	Sewer Ops / Utility Services	09/19/2022	21.01
198020	09/19/2022	3414-1 09/22	UTILITIES 11603414-1	602-6022-634100	Sewer Ops / Utility Services	09/19/2022	19.51
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							40.52
Vendor: 10395 - CENTURY LINK							
197968	09/14/2022	1683 087 08/22	PHONE SERVICE 763 571-1683...	602-6022-633120	Sewer Ops / Communication (...)	09/14/2022	60.09
Vendor 10395 - CENTURY LINK Total:							60.09
Vendor: 10573 - DIESEL & IMPORT AUTO/TRUCK SERV INC							
198044	09/21/2022	26300	SUBLET-PUMP FOR VEHICLE 6...	602-6022-635100	Sewer Ops / Services Contract...	09/21/2022	711.21
Vendor 10573 - DIESEL & IMPORT AUTO/TRUCK SERV INC Total:							711.21
Vendor: 13306 - ELECTRIC PUMP INC							
198045	09/21/2022	0074308-IN	REPAIR/REPLACE GATE AND C...	602-6029-635100	Sewer CIP / Services Contracte...	09/21/2022	5,282.00
Vendor 13306 - ELECTRIC PUMP INC Total:							5,282.00
Vendor: 13969 - ENTERPRISE FM TRUST							
197973	09/14/2022	FB4554767	LEASE-VEH 673 AUGUST	602-6029-635110	Sewer CIP / Lease	09/14/2022	550.88
Vendor 13969 - ENTERPRISE FM TRUST Total:							550.88
Vendor: 10718 - FLEXIBLE PIPE TOOL CO							
197975	09/14/2022	27982	SANITARY SEWER TOOLS	602-6022-621150	Sewer Ops / Tools & Minor Equ..	09/14/2022	4,000.00
197975	09/14/2022	27987	WHEEL NUTS	602-6022-621140	Sewer Ops / Supplies for Repai...	09/14/2022	22.50
Vendor 10718 - FLEXIBLE PIPE TOOL CO Total:							4,022.50
Vendor: 10811 - GOPHER STATE ONE-CALL INC							
197977	09/14/2022	2080407	AUG BILLABLE LOCATES	602-6022-635100	Sewer Ops / Services Contract...	09/14/2022	193.72
Vendor 10811 - GOPHER STATE ONE-CALL INC Total:							193.72
Vendor: 11346 - MENARDS - FRIDLEY							
197993	09/14/2022	72795	BATTERIES	602-6022-621140	Sewer Ops / Supplies for Repai...	09/14/2022	55.48
Vendor 11346 - MENARDS - FRIDLEY Total:							55.48
Vendor: 11368 - METROPOLITAN COUNCIL							
197994	09/14/2022	0001145128	OCT WASTEWATER	602-6022-634100	Sewer Ops / Utility Services	09/14/2022	400,495.63
Vendor 11368 - METROPOLITAN COUNCIL Total:							400,495.63

Council Claims Report

Payment Dates: 9/9/2021

Item 9.

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12618 - RESPEC							
198058	09/21/2022	INV-0822-1463	AUG GIS-MAPPING	602-6022-635130	Sewer Ops / Hardware & Soft...	09/21/2022	419.96
Vendor 12618 - RESPEC Total:							419.96
Vendor: 13436 - REVSPRING INC							
198002	09/14/2022	INV1315689	UB STATEMENT-AUG	602-6020-633120	Sewer Admin / Communication..	09/14/2022	598.19
198002	09/14/2022	INV1315689	UB WEBSITE-AUG	602-6020-633120	Sewer Admin / Communication..	09/14/2022	266.47
Vendor 13436 - REVSPRING INC Total:							864.66
Division 602 - Sewer Total:							412,940.86
Fund 602 - Sewer Fund Total:							420,321.31
Fund: 603 - Storm Water Fund							
Division: 603 - Storm							
Vendor: 10718 - FLEXIBLE PIPE TOOL CO							
197975	09/14/2022	27982	STORM WATER TOOLS	603-6032-621150	Storm Ops / Tools & Minor Equ..	09/14/2022	9,625.00
Vendor 10718 - FLEXIBLE PIPE TOOL CO Total:							9,625.00
Vendor: 11344 - MENARDS - BLAINE							
197992	09/14/2022	38882	SILT SOCKS	603-6032-621140	Storm Ops / Supplies for Repair..	09/14/2022	134.80
Vendor 11344 - MENARDS - BLAINE Total:							134.80
Vendor: 12618 - RESPEC							
198058	09/21/2022	INV-0822-1463	AUG GIS-MAPPING	603-6032-635130	Storm Ops / Hardware & Soft...	09/21/2022	420.08
Vendor 12618 - RESPEC Total:							420.08
Division 603 - Storm Total:							10,179.88
Fund 603 - Storm Water Fund Total:							10,179.88
Fund: 609 - Municipal Liquor							
Division: 691 - Store 1 - Cub location							
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
197965	09/14/2022	1717-3 09/22	UTILITIES 9791717-3	609-6910-634100	Liq Store 1 / Utility Services	09/14/2022	26.65
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							26.65
Vendor: 12402 - XCEL ENERGY							
198015	09/14/2022	794886114	UTILITIES 51-0838492-9	609-6910-634100	Liq Store 1 / Utility Services	09/14/2022	2,327.78
Vendor 12402 - XCEL ENERGY Total:							2,327.78
Division 691 - Store 1 - Cub location Total:							2,354.43
Division: 692 - Store 2 - Hwy 65 location							
Vendor: 10383 - CENTERPOINT ENERGY-MINNEGASCO							
197965	09/14/2022	2808-1 09/22	UTILITIES 5582808-1	609-6920-634100	Liq Store 2 / Utility Services	09/14/2022	25.20
Vendor 10383 - CENTERPOINT ENERGY-MINNEGASCO Total:							25.20
Vendor: 10388 - CENTRAL ROOFING COMPANY							
197966	09/14/2022	31530	REPAIR LEAK AROUND BOOT-L...	609-6920-635100	Liq Store 2 / Services Contract...	09/14/2022	305.00
Vendor 10388 - CENTRAL ROOFING COMPANY Total:							305.00

Council Claims Report

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	Post Date	Amount
Vendor: 12402 - XCEL ENERGY							
198015	09/14/2022	794934589	UTILITIES 51-5583129-3	609-6920-634100	Liq Store 2 / Utility Services	09/14/2022	1,610.73
Vendor 12402 - XCEL ENERGY Total:							1,610.73
Division 692 - Store 2 - Hwy 65 location Total:							1,940.93
Fund 609 - Municipal Liquor Total:							4,295.36
Fund: 703 - Employee Benefits							
Vendor: 12443 - OPTUM BANK (HSA)							
DFT0004067	09/16/2022	INV0027170	HSA SAVINGS ACCT - EMPLOY...	703-213340	Health Care Spending	09/16/2022	4,075.22
Vendor 12443 - OPTUM BANK (HSA) Total:							4,075.22
							4,075.22
Fund 703 - Employee Benefits Total:							4,075.22
Fund: 704 - Self Insurance Fund							
Division: 713 - Self Insurance							
Vendor: 13268 - 121 BENEFITS							
197955	09/14/2022	706015	AUG 2022 FSA, HRA/VEBA, CO...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	711.50
Vendor 13268 - 121 BENEFITS Total:							711.50
Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST							
197988	09/14/2022	18909	PW-PARKS WORK COMP CLAIM	704-7130-631100	Self Ins / Services-Professional	09/14/2022	1,577.62
197988	09/14/2022	19011/19018	PUBLIC SAFETY/POLICE-WORK...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	1,576.54
197988	09/14/2022	19011/19018	FIN-WATER ADMIN-WORK C...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	246.11
197988	09/14/2022	19183/19193/19204	PW-GARAGE WORKER COMP ...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	16,820.99
197988	09/14/2022	19183/19193/19204	PUBLIC SAFETY-POLICE WORK...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	348.73
197988	09/14/2022	19183/19193/19204	PW-PARKS WORKER COMP CL...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	255.78
197988	09/14/2022	19246	PUBLIC SAFETY-POLICE WORK...	704-7130-631100	Self Ins / Services-Professional	09/14/2022	6,548.19
197987	09/14/2022	3RD QTR 2022	3RD QTR LIABILITY INSURANCE	704-7130-631130	Self Ins / Insurance Policies	09/14/2022	46,364.00
Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:							73,737.96
Division 713 - Self Insurance Total:							74,449.46
Fund 704 - Self Insurance Fund Total:							74,449.46
Grand Total:							1,147,270.79

Report Summary

Fund Summary

Fund	Payment Amount
101 - General Fund	546,196.12
225 - Cable TV Fund	559.96
237 - Solid Waste Abatement	28,085.07
270 - Springbrook NC Fund	107.77
406 - Capital Improvements-STR	15,621.00
407 - Capital Improvements-PKS	15,886.00
409 - Capital Improvements-INFO TECH	3,346.89
410 - Capital Equipment Fund	7,125.11
601 - Water Fund	17,021.64
602 - Sewer Fund	420,321.31
603 - Storm Water Fund	10,179.88
609 - Municipal Liquor	4,295.36
703 - Employee Benefits	4,075.22
704 - Self Insurance Fund	74,449.46
Grand Total:	1,147,270.79

Account Summary

Account Number	Account Name	Payment Amount
101-1110-635100	City Council / Services Con...	462.00
101-1270-631100	Comm & Engage / Service...	1,400.00
101-1270-633110	Comm & Engage / Printing..	4,659.13
101-1270-633120	Comm & Engage / Comm...	841.61
101-1280-621120	City Clerk / Office Supplies	27.90
101-1310-632100	Accounting / Dues & Subs...	120.00
101-132200	Due from HRA	1,342.08
101-1330-621130	IT / Operating Supplies	243.75
101-1330-633120	IT / Communication (pho...	4,117.68
101-1330-635100	IT / Services Contracted, ...	56.45
101-141010	Inventory - Fuel	14,136.16
101-141040	Inventory - Auto Parts & S...	1,448.21
101-203130	Surtax/Surcharge	2,650.56
101-2110-621130	Police / Operating Supplies	276.08
101-2110-621150	Police / Tools & Minor Equ..	221.76
101-2110-631100	Police / Services-Professi...	1,942.00
101-2110-632120	Police / Conferences & Sc...	695.00
101-2110-633120	Police / Communication (...)	1,952.05
101-2110-635100	Police / Services Contract...	145.35
101-212100	Federal Tax Withheld	48,738.16
101-212110	State Tax Withheld	22,237.55
101-212120	FICA Payable	42,281.48

Account Summary

Account Number	Account Name	Payment Amount
101-212130	Medicare Payable	15,316.84
101-213100	PERA	96,348.48
101-213150	Health Reimb HRA/Veba &..	3,960.66
101-213170	Life Insurance Payable	2,558.02
101-213200	Long Term Disability With...	3,195.03
101-213205	Short Term Disability	3,807.49
101-213230	Union Dues - FT Fire	60.00
101-213260	Deferred Comp.-ICMA 457..	24,081.82
101-213270	ICMA Roth IRA	4,335.12
101-213280	RHS Plan (ICMA)	3,277.88
101-213290	Union Dues - POC/Vol Fire	650.00
101-213300	Child Support Withheld	842.63
101-213330	Fridley Police Association	196.00
101-2150-633120	Emergency Mgmt / Com...	41.51
101-2190-621110	Fire / Clothing & Laundry	1,701.60
101-2190-621130	Fire / Operating Supplies	516.97
101-2190-621150	Fire / Tools & Minor Equi...	454.91
101-2190-631100	Fire / Services-Professional	782.00
101-2190-632120	Fire / Conferences & Scho...	531.98
101-2190-633120	Fire / Communication (ph...	356.88
101-221100	Deposits	100.00
101-3110-621110	Facilities / Clothing & Lau...	231.90
101-3110-634100	Facilities / Utility Services	14,318.36
101-3110-635100	Facilities / Services Contra...	1,652.50
101-3150-621140	Forestry / Supplies for Re...	403.88
101-3150-635100	Forestry / Services Contra...	17,350.00
101-3160-621110	Parks / Clothing & Laundry	135.54
101-3160-621140	Parks / Supplies for Repair...	2,323.26
101-3160-621150	Parks / Tools & Minor Equ...	13.79
101-3160-634100	Parks / Utility Services	37.05
101-3160-635110	Parks / Rentals	236.00
101-3170-634100	Lighting / Utility Services	104.37
101-3180-621110	Streets / Clothing & Laund...	305.01
101-3180-621140	Streets / Supplies for Repa..	7,027.54
101-3180-621150	Streets / Tools & Minor E...	530.60
101-3180-635100	Streets / Services Contrac...	179,230.20
101-3190-621110	Fleet Services / Clothing &...	153.22
101-3190-633120	Fleet Services / Communi...	373.86
101-4100-621130	Rec / Operating Supplies	98.54
101-4100-631100	Rec / Services-Professional	1,200.00
101-4100-633110	Rec / Printing & Binding	2,721.00
101-4100-633120	Rec / Communication (ph...	841.61

Account Summary

Account Number	Account Name	Payment Amount
101-4106-635100	Rec ROCKS / Services Cont...	1,352.00
101-4107-621130	Rec Sports / Operating Su...	127.16
101-4107-635100	Rec Sports / Services Cont...	60.00
101-5110-435200	Bldg Inspection / Electrical..	328.00
101-5120-631100	Planning / Services-Profes...	100.00
101-5120-635100	Planning / Services Contra...	1,560.00
101-5140-431200	Rental Inspection / Rental...	200.00
101-5140-621110	Rental Inspection / Clothi...	69.95
225-1270-631100	Comm & Engage / Service...	240.00
225-1270-633120	Comm & Engage / Comm...	319.96
237-5180-635100	Recycling / Services Contr...	28,085.07
270-4190-621130	SNC / Operating Supplies	89.56
270-4190-634100	SNC / Utility Services	18.21
406-3180-705100	CIP Streets / Infrastructure	15,621.00
407-3160-635100	CIP Parks / Services Contr...	15,886.00
409-1330-621130	IT Capital / Operating Sup...	3,346.89
410-2110-635110	CapEq. Police / Lease	3,687.20
410-2190-621150	CapEq. Fire / Minor Equi...	525.85
410-3160-635110	CapEq. Parks / Lease	1,104.59
410-3180-635110	CapEq. Streets / Lease	526.86
410-5120-635110	CapEq. Planning / Lease	530.00
410-5140-635110	CapEq. Rental Inspect / Le...	750.61
601-6010-633120	Water Admin / Communi...	1,755.52
601-6012-621110	Water Ops / Clothing & L...	76.85
601-6012-621130	Water Ops / Operating Su...	4,498.75
601-6012-621140	Water Ops / Supplies for ...	8,326.22
601-6012-633120	Water Ops / Communicat...	253.48
601-6012-634100	Water Ops / Utility Servic...	271.00
601-6012-635100	Water Ops / Services Cont...	868.98
601-6012-635130	Water Ops / Hardware & ...	419.96
601-6019-635110	Water CIP / Lease	550.88
602-232310	Due to-Govts/Sewer (SAC)	7,380.45
602-6020-633120	Sewer Admin / Communic...	864.66
602-6022-621110	Sewer Ops / Clothing & L...	234.21
602-6022-621140	Sewer Ops / Supplies for ...	77.98
602-6022-621150	Sewer Ops / Tools & Mino...	4,000.00
602-6022-633120	Sewer Ops / Communicat...	60.09
602-6022-634100	Sewer Ops / Utility Servic...	400,536.15
602-6022-635100	Sewer Ops / Services Cont...	914.93
602-6022-635130	Sewer Ops / Hardware & ...	419.96
602-6029-635100	Sewer CIP / Services Cont...	5,282.00
602-6029-635110	Sewer CIP / Lease	550.88

Account Summary

Account Number	Account Name	Payment Amount
603-6032-621140	Storm Ops / Supplies for ...	134.80
603-6032-621150	Storm Ops / Tools & Mino...	9,625.00
603-6032-635130	Storm Ops / Hardware & ...	420.08
609-6910-634100	Liq Store 1 / Utility Servic...	2,354.43
609-6920-634100	Liq Store 2 / Utility Servic...	1,635.93
609-6920-635100	Liq Store 2 / Services Cont...	305.00
703-213340	Health Care Spending	4,075.22
704-7130-631100	Self Ins / Services-Professi...	28,085.46
704-7130-631130	Self Ins / Insurance Policies	46,364.00
Grand Total:		1,147,270.79

Project Account Summary

Project Account Key	Payment Amount
None	1,098,213.03
211003	695.00
4063120001	15,000.00
4063121521	621.00
4073122900	15,886.00
4091322307	3,346.89
4102122110	3,687.20
4102122903	525.85
4103122610	1,104.59
4103122811	526.86
4105122210	530.00
4105122410	750.61
6016022611	550.88
6026022519	5,282.00
6026022612	550.88
Grand Total:	1,147,270.79



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Joe Starks, Director of Finance/City Treasurer

Paul Bolin, Assistant Executive Director, Housing and Redevelopment Authority

Title

Resolution No. 2022-104, Consenting to the Property Tax Levy for 2022, Collectible in 2023, for the Housing and Redevelopment Authority in and for the City of Fridley

Background

Since 1996, the Housing and Redevelopment Authority in and for the City of Fridley (HRA) has levied a property tax to support its activities, specifically various housing rehabilitation programs. Per Minnesota Statutes § 469.033, the property tax levy for the HRA may not exceed 0.0185% of the estimated market value of all real estate and personal property under its jurisdiction. Historically, the HRA levied the statutory maximum.

For property tax payable in 2023, the HRA proposed the same approach. Based on the estimated market value of \$3,424,708,700, the HRA would levy approximately \$633,571 for 2023, an increase of about \$34,000 compared to 2022.

The HRA Board of Commissioners approved the property tax levy at their September 1, 2022, meeting. Per the abovementioned statute, the City Council (Council) must also consent to the property tax levy as requested. Assuming the Council approves the property tax levy, staff will certify and submit the attached resolution to Anoka County on or before September 30, 2022.

Financial Impact

Based on the proposed property tax levy, staff estimate the property taxes payable in 2023 to be about \$53 for a home with a median assessed value of \$288,300 and \$185 for a commercial property assessed at \$1,000,000.

Recommendation

Staff recommend the approval of Resolution No. 2022-104.

Focus on Fridley Strategic Alignment

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

Vision Statement

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

Attachments and Other Resources

- Resolution No. 2022-104

Vision Statement

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

Resolution No. 2022-104**Consenting to the Property Tax Levy for 2022, Collectible in 2023, for the Housing and Redevelopment Authority in and for the City of Fridley**

Be It Resolved, by the City Council (Council) of the City of Fridley (City):

Section 1. Recitals.

- 1.01. The Housing and Redevelopment Authority in and for the City of Fridley, Minnesota (Authority) at its regular meeting on September 1, 2022 adopted Resolution No. 2022-05: Adopting a 2022 Tax Levy Collectible in 2023 (Resolution).
- 1.02. The Council must consent to any Authority levy prior to it becoming effective as required by Minnesota Statutes Section 469.033.

Section 2. Consent.

- 2.01. The Council hereby consents to the Authority Resolution and to the final levy of \$633,571 to be levied in 2022 for collection in 2023, as described therein.

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

Attest:

Melissa Moore – City Clerk



AGENDA REPORT

Meeting Date: September 26, 2022 **Meeting Type:** City Council

Submitted By: Joe Starks, Director of Finance/City Treasurer

Title

Resolution No. 2022-105, Approving the Proposed Property Tax Levy for 2022, Collectible in 2023, for the City of Fridley

Background

Per Minnesota Statutes § 275.065, all home rule and statutory cities must certify a Proposed Property Tax Levy (Proposed Levy) to their respective county auditor on or before September 30 of each year. For the City of Fridley (City), the Proposed Levy supports four separate budget areas: 1) General Fund (GF); 2) Information Technology (IT) Capital Equipment Fund; 3) Springbrook Nature Center (SNC) Fund; and 4) Debt Service (DS). Generally, the Final Property Tax Levy (Final Levy), typically certified in December, cannot exceed the Proposed Levy.

On May 9, August 22 and September 12, 2022, the City Council (Council) reviewed the Proposed 2023 Budget, which included a review of anticipated revenues and expenditures, discussion about budget assumptions and impact of the General Obligation (GO) Tax Abatement Bonds for the Park System Improvement Plan (PSIP), which must be levied for beginning with this year's levy, to be collected in 2023. Given those discussions, staff recommend a 12.82% increase in the overall Proposed Levy. Figure No. 1 outlines the changes in the Proposed Levy.

Figure No. 1: Property Tax Levy History and Detail

Levy Component	2022	2023P	Change %	Change \$
General Fund	13,682,908	13,844,706	1.18%	161,798
IT Capital Projects Fund	68,477	73,955	8.00%	5,478
SNC Fund	461,429	498,343	8.00%	36,914
Debt Service - 2017A	3,179,256	3,175,843	-0.11%	(3,413)
Debt Service - 2022A	-	2,028,023	-	2,028,023
Totals	17,392,070	19,620,870	12.82%	2,228,800

Levy Component	Est. City Taxes 2022	Est. City Taxes 2023	Change (\$) vs. PY
GF, IT, SNC, DS	1,051	1,100	49
2022A - PSIP Bonds	-	120	120
Totals	1,051	1,220	169

Vision Statement

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

Since the proposed changes for the IT Capital Projects and SNC Funds both exceed 5.0% compared to the previous year, staff recommend the Council adopt the attached resolution with “an affirmative vote of at least four members of the Council” to ensure compliance with Charter § 7.02.1. Assuming approval of the Proposed Levy, staff anticipate the Council to hold a public hearing on November 28, 2022, at 7:00pm in the Council Chambers at Fridley Civic Campus, to receive comments on the same. On December 12, 2022, staff also anticipate the Council to adopt the various components of the budget, including the Final Levy.

Financial Impact

Staff estimate that City property taxes for a residential homestead, with a median assessed value of \$288,300 for 2023 (compared to approximately \$247,200 for 2022), will increase by approximately \$169, from about \$1,051 for 2022 to approximately \$1,220 for 2023. Of the projected \$169 increase, \$120 is related to the GO Tax Abatement Bonds for the PSIP and the remaining \$49 related to the General Fund, IT Capital Fund, Springbrook Nature Center Fund and Other Debt Service levies. These projections are based on property tax estimates and may be subject to change upon the release of audited property tax information by Anoka County.

Recommendation

Staff recommend the approval of Resolution No. 2022-105

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-105

Vision Statement

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

Resolution No. 2022-105

Approving the Proposed 2023 Property Tax Levy for 2022, Collectible in 2023, for the City of Fridley

Whereas, the Fridley City Charter (Charter) of the City of Fridley (City) grants broad powers to the City to raise money by taxation pursuant to the laws of the State of Minnesota; and

Whereas, the Charter also establishes both the budget preparation process and the responsibilities of the City Council and City Manager for these activities; and

Whereas, Minnesota Statutes § 275.065 requires the City to certify its proposed property tax levy requirements to the Anoka County on or before September 30; and

Whereas, the City Council will hold a public hearing on November 28, 2022, at 7:00pm in the Council Chambers at Fridley Civic Campus, to receive comments regarding the proposed property tax levy for 2022, collectible in 2023.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby certifies to the County of Anoka, Minnesota, the following proposed property tax to be levied in 2022 for collection in 2023:

Proposed 2023 Property Tax Levy	
Levy Component	Amount
General Fund	\$ 13,844,706
Information Technology Capital Projects Fund	73,955
Springbrook Nature Center Fund	498,343
Bonded Indebtedness	5,203,866
Total	\$ 19,620,870

Be it further resolved, that the City Council authorizes the City Manager, or their designee, to transmit a certified copy of this resolution to the County of Anoka, Minnesota.

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

ATTEST:

Melissa M. Moore – City Clerk



AGENDA REPORT

Meeting Date: September 26, 2022

Meeting Type: City Council

Submitted By: Joe Starks, Director of Finance/City Treasurer

Title

Resolution No. 2022-106, Approving the Proposed 2023 General Fund Budget for the City of Fridley

Background

Per Minnesota Statute § 275.065, and consistent with guidance from the League of Minnesota Cities, all home rule and statutory cities must adopt a proposed general fund budget on or before September 30 of each year. Additionally, Fridley City Charter (Charter) § 7.05 guides staff to prepare and present a proposed budget at a regular meeting prior to the deadline established by Minnesota statutes.

On May 9, August 22 and September 12, 2022, the City Council (Council) discussed the Proposed 2023 General Fund Budget (Proposed Budget), which included a review of anticipated revenues and expenditures among other items. Consistent with these discussions, staff revised the Proposed Budget to reflect Council guidance, while responding to various cost pressures, notably inflationary pressures, increases to health and worker's compensation insurance premiums and increases to personnel services in coordination with applicable labor agreements.

Assuming approval of the Proposed Budget, staff anticipate the Council to hold a public hearing on November 28, 2022, to receive comments on the same. Shortly thereafter, on December 12, 2022, staff also anticipate the Council to adopt the various components of the budget. In the interim, staff will continue to refine budget estimates and review the same with the Council, as needed.

The Proposed 2023 General Fund Summary Budget and General Fund Department Summary Budgets are attached. Like prior years, due to its length, the extensive 2023 Proposed Budget Book will be posted on the city website under "City Financials." The Council reviewed these documents at the meetings mentioned above.

Financial Impact

The Proposed Budget plans for up to \$21,033,500 of expenditures supported by the same amount of revenues, an increase of about \$1,399,600 or 7.1% compared to the previous fiscal year.

Recommendation

Staff recommend the approval of Resolution No. 2022-106.

Vision Statement

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

Focus on Fridley Strategic Alignment

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

Attachments and Other Resources

- Resolution No. 2022-106
- Proposed 2023 General Fund Summary / General Fund Departmental Summary Budgets

Vision Statement

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

Resolution No. 2022-106

Approving the Proposed 2023 General Fund Budget for the City of Fridley

Whereas, the Fridley City Charter (Charter) of the City of Fridley (City) grants broad powers to the City to prepare and adopt an annual budget for the general fund and other City activities; and

Whereas, the Charter also establishes both the budget preparation process and the responsibilities of the City Council and City Manager for the same; and

Whereas, the City Manager prepared such documents and presented them for review by the City Council on May 9, August 22 and September 12, 2022; and

Whereas, the City Council will hold a public hearing on November 28, 2022 to receive comments before approving and adopting a final budget for 2023.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves the following proposed budget for the 2023:

Proposed 2023 General Fund Budget			
Revenues		Expenditures	
Taxes	\$ 13,883,600	Legislative (City Council)	\$ 169,300
Special Assessments	53,300	City Management	1,779,000
Licenses and Permits	1,100,800	Finance	1,822,200
Intergovernmental	2,162,600	Non-departmental	23,700
Charges for Services	2,742,000	Public Safety	9,947,600
Fines and Forfeitures	133,400	Public Works	4,699,400
Miscellaneous	277,700	Parks & Recreation	890,700
Other Financing Sources	680,100	Community Development	1,701,600
Total	\$ 21,033,500	Total	\$ 21,033,500

Passed and adopted by the City Council of the City of Fridley this 26th day of September, 2022.

Scott J. Lund – Mayor

ATTEST:

Melissa M. Moore – City Clerk

General Fund Summary

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ 12,439,125	\$ 12,476,885	\$ 13,031,700	\$ 13,306,327	\$ 13,637,400	\$ 13,883,600
42 - Special Assessments	19,100	33,262	30,200	167,760	22,900	53,300
43 - Licenses and Permits	1,036,300	1,301,972	1,034,100	1,265,772	1,184,000	1,100,800
44 - Intergovernmental	1,762,200	2,049,123	1,805,100	2,019,750	2,050,000	2,162,600
45 - Charges for Services	2,149,300	2,074,088	2,122,800	2,300,204	2,228,700	2,742,000
46 - Fines and Forfeitures	167,500	116,334	161,400	130,986	159,600	133,400
47 - Miscellaneous	202,685	375,566	192,290	156,256	159,000	277,700
49 - Other Financing Sources	2,231,700	2,249,000	186,700	189,600	192,300	680,100
Total Revenues	\$ 20,007,910	20,676,231	\$ 18,564,290	\$ 19,536,655	\$ 19,633,900	\$ 21,033,500
Expenditures						
61 - Personnel Services	\$ 13,840,400	\$ 13,365,967	\$ 14,343,890	\$ 14,039,587	\$ 15,320,800	\$ 16,332,000
62 - Supplies	862,650	750,320	822,020	769,717	825,600	858,500
63 - Other Services & Charges	3,259,860	3,128,580	3,398,380	3,374,444	3,487,500	3,843,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	4,321,388	-	-
Total Expenditures	\$ 17,962,910	17,244,866	\$ 18,564,290	\$ 22,505,136	\$ 19,633,900	\$ 21,033,500
Net Property Tax Supported	\$ 2,045,000	3,431,364	\$ -	\$ (2,968,481)	\$ -	\$ -
Fund Balance	\$ 12,307,461	\$ 13,693,825	\$ 13,693,825	\$ 10,725,339	\$ 10,725,339	\$ 10,725,339

Fund: General (101)
Department: Legislative (11)
Division: City Council (10)

Revenues	2020 Budget		2020 Actual		2021 Budget		2021 Actual		2022 Budget		2023 Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	105,400	\$	92,239	\$	95,500	\$	91,094	\$	89,300	\$	90,700
62 - Supplies		2,600		3,243		2,280		747		2,300		2,400
63 - Other Services & Charges		51,990		46,743		71,890		77,654		73,900		76,200
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	159,990	\$	142,225	\$	169,670	\$	169,495	\$	165,500	\$	169,300
Net Property Tax Supported	\$	(159,990)	\$	(142,225)	\$	(169,670)	\$	(169,495)	\$	(165,500)	\$	(169,300)

Fund: General (101)
Department: General Management (12)
Division: City Management (10)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	323,350	\$	315,153	\$	332,400	\$	347,585	\$	353,900	\$	371,500
62 - Supplies		3,370		1,923		5,320		3,661		5,300		5,300
63 - Other Services & Charges		30,500		25,773		16,670		17,916		17,800		14,600
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	357,220	\$	342,849	\$	354,390	\$	369,162	\$	377,000	\$	391,400
Net Property Tax Supported	\$	(357,220)	\$	(342,849)	\$	(354,390)	\$	(369,162)	\$	(377,000)	\$	(391,400)

Fund: General (101)
Department: General Management (12)
Division: Legal (40)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	166,800	113,434	160,700	126,049	155,900	129,700
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 166,800	\$ 113,434	\$ 160,700	\$ 126,049	\$ 155,900	\$ 129,700
Expenditures						
61 - Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62 - Supplies	-	-	-	-	-	-
63 - Other Services & Charges	405,600	374,672	398,250	384,926	406,600	406,600
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 405,600	\$ 374,672	\$ 398,250	\$ 384,926	\$ 406,600	\$ 406,600
Net Property Tax Supported	\$ (238,800)	\$ (261,238)	\$ (237,550)	\$ (258,877)	\$ (250,700)	\$ (276,900)

Fund: General (101)
Department: General Management (12)
Division: Employee Resources (60)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	371,900	\$	361,915	\$	370,700	\$	352,829	\$	334,900	\$	348,100
62 - Supplies		3,800		507		3,590		680		3,600		3,600
63 - Other Services & Charges		49,950		15,764		52,970		36,287		58,300		60,200
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	425,650	\$	378,186	\$	427,260	\$	389,796	\$	396,800	\$	411,900
Net Property Tax Supported	\$	(425,650)	\$	(378,186)	\$	(427,260)	\$	(389,796)	\$	(396,800)	\$	(411,900)

Fund: General (101)
Department: General Management (12)
Division: Communications and Engagement (70)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		11,000		-		6,000		3,500		9,500		11,000
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	11,000	\$	-	\$	6,000	\$	3,500	\$	9,500	\$	11,000
Expenditures												
61 - Personnel Services	\$	97,300		98,842	\$	102,300	\$	120,322	\$	196,600	\$	141,100
62 - Supplies		-		-		-		145		13,000		3,300
63 - Other Services & Charges		47,200		36,519		46,730		50,942		61,200		68,000
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	144,500	\$	135,361	\$	149,030	\$	171,409	\$	270,800	\$	212,400
Net Property Tax Supported	\$	(133,500)	\$	(135,361)	\$	(143,030)	\$	(167,909)	\$	(261,300)	\$	(201,400)

Fund: General (101)
Department: General Management (12)
Division: City Clerk/Records (80)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	104,400	93,678	103,400	117,937	107,200	115,300
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	200	-	200	12	100	-
46 - Fines and Forfeitures	-	2,750	-	1,500	2,700	2,500
47 - Miscellaneous	52,000	30,645	39,390	78,489	35,000	60,000
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 156,600	\$ 127,073	\$ 142,990	\$ 197,938	\$ 145,000	\$ 177,800
Expenditures						
61 - Personnel Services	\$ 100,450	101,648	\$ 105,300	\$ 118,031	\$ 139,600	\$ 229,500
62 - Supplies	1,300	73	980	576	1,000	1,000
63 - Other Services & Charges	6,600	11,133	6,270	4,501	8,600	21,600
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 108,350	\$ 112,854	\$ 112,550	\$ 123,108	\$ 149,200	\$ 252,100
Net Property Tax Supported	\$ 48,250	\$ 14,219	\$ 30,440	\$ 74,830	\$ (4,200)	\$ (74,300)

Fund: General (101)
Department: General Management (12)
Division: Elections (90)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		14,193		-		-		-		-
45 - Charges for Services		-		20,458		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	34,651	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	83,500	\$	67,714	\$	-	\$	-	\$	65,000	\$	-
62 - Supplies		1,200		2,153		1,190		349		1,200		-
63 - Other Services & Charges		11,050		9,578		10,950		5,912		32,600		16,300
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	95,750	\$	79,445	\$	12,140	\$	6,261	\$	98,800	\$	16,300
Net Property Tax Supported	\$	(95,750)	\$	(44,794)	\$	(12,140)	\$	(6,261)	\$	(98,800)	\$	(16,300)
Full-time Equivalents (FTEs)												
		0.0		0.0		0.0		0.0		0.0		0.0

Department: Non-Departmental (14)
Division: Non-Departmental (10)

	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
Revenues						
41 - Taxes	\$ 12,439,125	\$ 12,476,885	\$ 13,031,700	\$ 13,306,327	\$ 13,637,400	\$ 13,883,600
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	794,700	794,700	744,700	774,700	662,300	698,400
45 - Charges for Services	1,132,800	1,132,800	1,156,700	1,185,442	1,239,800	1,353,100
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	48,985	30,432	30,500	102,717	9,600	28,100
49 - Other Financing Sources	2,231,700	2,249,000	186,700	189,600	192,300	680,100
Total Revenues	\$ 16,647,310	\$ 16,683,817	\$ 15,150,300	\$ 15,558,786	\$ 15,741,400	\$ 16,643,300
Expenditures						
61 - Personnel Services	\$ 35,000	\$ -	\$ 171,190	\$ -	\$ 412,000	\$ -
62 - Supplies	-	704	-	492	-	-
63 - Other Services & Charges	23,090	31,902	(92,730)	17,537	(98,000)	23,700
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	4,321,388	-	-
Total Expenditures	\$ 58,090	\$ 32,606	\$ 78,460	\$ 4,339,417	\$ 314,000	\$ 23,700
Net Property Tax Supported	\$ 16,589,220	\$ 16,651,211	\$ 15,071,840	\$ 11,219,369	\$ 15,427,400	\$ 16,619,600

Fund: General (101)
Department: Non-Departmental (14)
Division: Emergency Reserves (20)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
61 - Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62 - Supplies	-	83,856	-	645	-	-
63 - Other Services & Charges	89,250	308,784	88,360	13,237	88,300	88,300
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 89,250	\$ 392,640	\$ 88,360	\$ 13,882	\$ 88,300	\$ 88,300
Net Property Tax Supported	\$ (89,250)	\$ (392,640)	\$ (88,360)	\$ (13,882)	\$ (88,300)	\$ (88,300)

Fund: General (101)
Department: Finance (13)
Division: Accounting (10)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	4,700	3,976	5,600	4,581	5,100	5,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	74,500	300,084	100,200	(44,481)	101,300	176,100
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 79,200	\$ 304,060	\$ 105,800	\$ (39,900)	\$ 106,400	\$ 181,100
Expenditures						
61 - Personnel Services	\$ 599,050	\$ 614,709	\$ 597,200	\$ 570,926	\$ 608,400	\$ 665,600
62 - Supplies	3,400	1,898	2,470	4,353	2,600	4,200
63 - Other Services & Charges	90,500	84,061	90,370	98,876	106,300	98,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 692,950	\$ 700,668	\$ 690,040	\$ 674,155	\$ 717,300	\$ 767,800
Net Property Tax Supported	\$ (613,750)	\$ (396,608)	\$ (584,240)	\$ (714,055)	\$ (610,900)	\$ (586,700)

Fund: General (101)
Department: Finance (13)
Division: Assessing (20)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditures						
61 - Personnel Services	\$ 235,200	\$ 234,093	\$ 268,000	\$ 256,127	\$ 275,900	\$ 289,100
62 - Supplies	2,500	2,013	2,490	1,863	2,500	2,200
63 - Other Services & Charges	15,180	3,723	13,190	14,400	13,300	15,800
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 252,880	\$ 239,829	\$ 283,680	\$ 272,390	\$ 291,700	\$ 307,100
Net Property Tax Supported	\$ (252,880)	\$ (239,829)	\$ (283,680)	\$ (272,390)	\$ (291,700)	\$ (307,100)

Fund: General (101)
Department: Finance (13)
Division: Information Technology (30)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	342,900	\$	341,714	\$	354,000	\$	330,871	\$	367,800	\$	420,000
62 - Supplies		4,150		6,685		5,150		4,693		5,100		5,200
63 - Other Services & Charges		238,500		213,747		265,430		245,585		274,200		322,100
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	585,550	\$	562,146	\$	624,580	\$	581,149	\$	647,100	\$	747,300
Net Property Tax Supported	\$	(585,550)	\$	(562,146)	\$	(624,580)	\$	(581,149)	\$	(647,100)	\$	(747,300)

Fund: General (101)
Department: Public Safety (21)
Division: Police (10,12)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	410,000	589,466	547,000	602,413	751,600	786,600
45 - Charges for Services	352,500	328,713	337,900	438,510	271,200	519,600
46 - Fines and Forfeitures	700	150	700	3,437	1,000	1,200
47 - Miscellaneous	14,800	8,425	12,800	12,291	7,300	8,200
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 778,000	\$ 926,754	\$ 898,400	\$ 1,056,651	\$ 1,031,100	\$ 1,315,600
Expenditures						
61 - Personnel Services	\$ 6,390,600	\$ 6,327,634	\$ 6,691,200	\$ 6,608,252	\$ 6,975,300	\$ 7,487,100
62 - Supplies	223,400	194,276	216,870	248,051	214,400	225,900
63 - Other Services & Charges	437,560	386,234	506,110	486,199	459,300	427,800
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 7,051,560	\$ 6,908,145	\$ 7,414,180	\$ 7,342,502	\$ 7,649,000	\$ 8,140,800
Net Property Tax Supported	\$ (6,273,560)	\$ (5,981,391)	\$ (6,515,780)	\$ (6,285,851)	\$ (6,617,900)	\$ (6,825,200)

Fund: General (101)
Department: Public Safety (21)
Division: Emergency Management (50)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		496		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	496	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
62 - Supplies		6,300		2,723		5,240		3,976		3,500		3,500
63 - Other Services & Charges		11,800		7,999		11,080		7,763		11,100		11,100
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	18,100	\$	10,723	\$	16,320	\$	11,739	\$	14,600	\$	14,600
Net Property Tax Supported	\$	(18,100)	\$	(10,723)	\$	(16,320)	\$	(11,243)	\$	(14,600)	\$	(14,600)

Fund: General (101)
Department: Public Safety (21)
Division: Fire (90)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	31,500	32,233	31,500	29,034	31,500	20,000
44 - Intergovernmental	158,900	184,419	158,900	210,167	180,100	218,400
45 - Charges for Services	8,800	2,570	6,900	500	11,300	1,700
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	1,300	50	1,300	500	900	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 200,500	\$ 219,272	\$ 198,600	\$ 240,201	\$ 223,800	\$ 240,100
Expenditures						
61 - Personnel Services	\$ 1,110,500	\$ 1,044,021	\$ 1,121,500	\$ 1,199,143	\$ 1,183,400	\$ 1,320,000
62 - Supplies	82,500	57,352	76,370	85,955	76,400	91,000
63 - Other Services & Charges	305,700	355,883	343,640	366,196	334,600	381,200
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,498,700	\$ 1,457,255	\$ 1,541,510	\$ 1,651,294	\$ 1,594,400	\$ 1,792,200
Net Property Tax Supported	\$ (1,298,200)	\$ (1,237,983)	\$ (1,342,910)	\$ (1,411,093)	\$ (1,370,600)	\$ (1,552,100)

Fund: General (101)
Department: Public Works (31)
Division: Facilities Management (10)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	219,000	\$	222,714	\$	268,500	\$	275,676	\$	291,100	\$	321,200
62 - Supplies		36,600		40,430		42,900		37,418		44,400		43,400
63 - Other Services & Charges		251,100		309,476		278,450		328,939		293,600		382,900
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	506,700	\$	572,619	\$	589,850	\$	642,033	\$	629,100	\$	747,500
Net Property Tax Supported	\$	(506,700)	\$	(572,619)	\$	(589,850)	\$	(642,033)	\$	(629,100)	\$	(747,500)

Fund: General (101)
Department: Public Works (31)
Division: Engineering (40)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	32,200	10,455	32,200	17,316	24,900	31,000
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	365,600	413,772	371,400	432,346	410,100	395,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 397,800	\$ 424,227	\$ 403,600	\$ 449,662	\$ 435,000	\$ 426,000
Expenditures						
61 - Personnel Services	\$ 237,000	\$ 283,300	\$ 257,100	\$ 257,395	\$ 262,800	\$ 388,500
62 - Supplies	10,900	4,791	10,900	3,841	9,900	9,200
63 - Other Services & Charges	107,100	115,466	97,800	138,684	99,500	111,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 355,000	\$ 403,557	\$ 365,800	\$ 399,920	\$ 372,200	\$ 508,700
Net Property Tax Supported	\$ 42,800	\$ 20,670	\$ 37,800	\$ 49,742	\$ 62,800	\$ (82,700)

Fund: General (101)
Department: Public Works (31)
Division: Forestry (50)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Forecast	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		9,973		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	9,973	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
62 - Supplies		15,600		13,957		16,100		14,547		16,100		18,100
63 - Other Services & Charges		61,300		48,428		51,800		80,004		53,800		63,800
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	76,900	\$	62,385	\$	67,900	\$	94,551	\$	69,900	\$	81,900
Net Property Tax Supported	\$	(76,900)	\$	(52,412)	\$	(67,900)	\$	(94,551)	\$	(69,900)	\$	(81,900)

Fund: General (101)
Department: Public Works (31)
Division: Parks Maintenance (60)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		486		-		4,215		-		-
45 - Charges for Services		500		1,435		500		2,135		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		500		-		500		-		1,500		1,900
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	1,000	\$	1,921	\$	1,000	\$	6,350	\$	1,500	\$	1,900
Expenditures												
61 - Personnel Services	\$	722,200	\$	649,114	\$	718,700	\$	701,436	\$	744,100	\$	857,600
62 - Supplies		117,700		81,055		104,600		108,867		100,600		106,100
63 - Other Services & Charges		122,700		103,950		132,080		119,980		123,800		127,200
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	962,600	\$	834,120	\$	955,380	\$	930,283	\$	968,500	\$	1,090,900
Net Property Tax Supported	\$	(961,600)	\$	(832,199)	\$	(954,380)	\$	(923,933)	\$	(967,000)	\$	(1,089,000)

Fund: General (101)
Department: Public Works (31)
Division: Lighting (70)

	2020		2020		2021		2021		2022		2023	
Revenues	Budget		Actual		Budget		Actual		Budget		Budget	
41 - Taxes	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
42 - Special Assessments		-		-		-		-		-		-
43 - Licenses and Permits		-		-		-		-		-		-
44 - Intergovernmental		-		-		-		-		-		-
45 - Charges for Services		-		-		-		-		-		-
46 - Fines and Forfeitures		-		-		-		-		-		-
47 - Miscellaneous		-		-		-		-		-		-
49 - Other Financing Sources		-		-		-		-		-		-
Total Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Expenditures												
61 - Personnel Services	\$	28,000	\$	27,445	\$	17,300	\$	16,735	\$	18,000	\$	18,600
62 - Supplies		6,600		14,500		6,500		532		6,500		6,500
63 - Other Services & Charges		224,000		178,741		205,000		185,288		200,000		250,000
70 - Capital Outlay		-		-		-		-		-		-
80 - Debt Service		-		-		-		-		-		-
99 - Other Financing Uses		-		-		-		-		-		-
Total Expenditures	\$	258,600	\$	220,686	\$	228,800	\$	202,555	\$	224,500	\$	275,100
Net Property Tax Supported	\$	(258,600)	\$	(220,686)	\$	(228,800)	\$	(202,555)	\$	(224,500)	\$	(275,100)

Fund: General (101)
Department: Public Works (31)
Division: Street Maintenance (80)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	387,600	455,586	348,500	424,755	446,500	448,200
45 - Charges for Services	100	-	100	-	100	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 387,700	\$ 455,586	\$ 348,600	\$ 424,755	\$ 446,600	\$ 448,200
Expenditures						
61 - Personnel Services	\$ 817,800	\$ 840,534	\$ 860,000	\$ 856,460	\$ 871,100	\$ 924,700
62 - Supplies	233,100	201,979	229,940	206,901	228,900	244,500
63 - Other Services & Charges	90,500	97,605	333,550	328,892	339,300	354,200
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 1,141,400	\$ 1,140,118	\$ 1,423,490	\$ 1,392,253	\$ 1,439,300	\$ 1,523,400
Net Property Tax Supported	\$ (753,700)	\$ (684,532)	\$ (1,074,890)	\$ (967,498)	\$ (992,700)	\$ (1,075,200)

Fund: General (101)
Department: Public Works (31)
Division: Fleet Services (90)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	-	-	-	-	-	-
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	3,200	626	3,200	868	1,100	600
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 3,200	\$ 626	\$ 3,200	\$ 868	\$ 1,100	\$ 600
Expenditures						
61 - Personnel Services	\$ 398,050	\$ 390,568	\$ 371,400	\$ 363,138	\$ 409,400	\$ 429,000
62 - Supplies	33,400	16,502	21,900	11,407	19,000	21,500
63 - Other Services & Charges	88,500	15,868	22,350	8,611	13,100	21,400
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 519,950	\$ 422,938	\$ 415,650	\$ 383,156	\$ 441,500	\$ 471,900
Net Property Tax Supported	\$ (516,750)	\$ (422,312)	\$ (412,450)	\$ (382,288)	\$ (440,400)	\$ (471,300)

Fund: General (101)
Department: Parks and Recreation (41)
Division: Recreation (00)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	-	-	-	-	-	-
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	176,400	22,097	105,800	110,048	159,500	155,500
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	7,400	5,025	4,400	5,376	2,300	2,800
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 183,800	\$ 27,122	\$ 110,200	\$ 115,424	\$ 161,800	\$ 158,300
Expenditures						
61 - Personnel Services	\$ 567,000	\$ 447,754	\$ 567,200	\$ 543,379	\$ 618,900	\$ 682,600
62 - Supplies	60,730	12,191	54,690	21,729	55,100	48,200
63 - Other Services & Charges	226,070	57,941	157,300	99,741	148,000	159,900
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 853,800	\$ 517,887	\$ 779,190	\$ 664,849	\$ 822,000	\$ 890,700
Net Property Tax Supported	\$ (670,000)	\$ (490,764)	\$ (668,990)	\$ (549,425)	\$ (660,200)	\$ (732,400)

Fund: General (101)
Department: Community Development (51)
Division: Building Inspections (10)

Revenues	2020 Budget	2020 Actual	2021 Budget	2021 Actual	2022 Budget	2023 Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	688,300	988,812	687,100	926,961	839,500	764,600
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	56,800	91,564	56,800	68,315	75,500	67,000
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	279	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 745,100	\$ 1,080,655	\$ 743,900	\$ 995,276	\$ 915,000	\$ 831,600
Expenditures						
61 - Personnel Services	\$ 330,800	\$ 311,549	\$ 329,200	\$ 328,336	\$ 340,900	\$ 363,600
62 - Supplies	5,280	3,524	4,500	3,098	6,100	6,100
63 - Other Services & Charges	114,840	88,059	115,650	115,478	133,600	132,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 450,920	\$ 403,132	\$ 449,350	\$ 446,912	\$ 480,600	\$ 501,700
Net Property Tax Supported	\$ 294,180	\$ 677,523	\$ 294,550	\$ 548,364	\$ 434,400	\$ 329,900

Fund: General (101)
Department: Community Development (51)
Division: Planning (20)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	19,100	33,262	30,200	167,760	22,900	53,300
43 - Licenses and Permits	14,900	4,750	14,900	5,950	5,900	5,900
44 - Intergovernmental	-	300	-	-	-	-
45 - Charges for Services	30,900	49,294	60,900	42,302	39,500	227,500
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 64,900	\$ 87,606	\$ 106,000	\$ 216,012	\$ 68,300	\$ 286,700
Expenditures						
61 - Personnel Services	\$ 508,700	\$ 432,744	\$ 525,200	\$ 481,258	\$ 530,900	\$ 738,100
62 - Supplies	4,490	2,685	5,250	2,954	5,200	4,400
63 - Other Services & Charges	152,330	197,851	168,410	137,328	226,600	201,000
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 665,520	\$ 633,280	\$ 698,860	\$ 621,540	\$ 762,700	\$ 943,500
Net Property Tax Supported	\$ (600,620)	\$ (545,673)	\$ (592,860)	\$ (405,528)	\$ (694,400)	\$ (656,800)

Fund: General (101)
Department: Community Development (51)
Division: Rental Inspections (40)

	2020	2020	2021	2021	2022	2023
Revenues	Budget	Actual	Budget	Actual	Budget	Budget
41 - Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42 - Special Assessments	-	-	-	-	-	-
43 - Licenses and Permits	165,000	172,044	165,000	168,574	175,000	164,000
44 - Intergovernmental	-	-	-	-	-	-
45 - Charges for Services	20,000	7,409	20,000	16,013	16,500	17,600
46 - Fines and Forfeitures	-	-	-	-	-	-
47 - Miscellaneous	-	-	-	-	-	-
49 - Other Financing Sources	-	-	-	-	-	-
Total Revenues	\$ 185,000	\$ 179,453	\$ 185,000	\$ 184,587	\$ 191,500	\$ 181,600
Expenditures						
61 - Personnel Services	\$ 216,700	\$ 160,564	\$ 220,000	\$ 220,594	\$ 231,500	\$ 245,400
62 - Supplies	3,730	1,298	2,790	2,237	2,900	2,900
63 - Other Services & Charges	6,950	2,680	6,810	3,568	8,100	8,100
70 - Capital Outlay	-	-	-	-	-	-
80 - Debt Service	-	-	-	-	-	-
99 - Other Financing Uses	-	-	-	-	-	-
Total Expenditures	\$ 227,380	\$ 164,542	\$ 229,600	\$ 226,399	\$ 242,500	\$ 256,400
Net Property Tax Supported	\$ (42,380)	\$ 14,911	\$ (44,600)	\$ (41,812)	\$ (51,000)	\$ (74,800)