



CITY COUNCIL MEETING OF APRIL 11, 2016

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COUNCIL CONFERENCE MEETING (6:00 P.M.)

1. Consideration of Off-Site Public Works Storage Locations.
2. Update on Main Street Bridge Project.
3. Consideration of Creating a Police Reserve Program.
4. Review of General Obligation Water Revenue Bonds.

PLEDGE OF ALLEGIANCE.

APPROVAL OF PROPOSED CONSENT AGENDA:

APPROVAL OF MINUTES:

City Council Meeting of March 28, 2016 1 - 6

NEW BUSINESS:

1. Approve Liquor License Renewals 7 - 11
2. Business Licenses 12
3. Claims (172067 – 172237) 13 - 36

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

ADOPTION OF AGENDA:

NEW BUSINESS:

- 4. Authorize Contract between the City of Fridley and BKV Group for Architectural Services for a Proposed New City Hall, Police, Fire and Public Works Building 37 - 77

- 5. Authorize Solicitation of Proposals for Construction Management Services for Proposed New City Hall, Police, Fire and Public Works Building 78 - 79

- 6. Resolution Providing for the Sale of \$6,210,000 General Obligation Water Revenue Bonds, Series 2016A 80 - 81

- 7. Resolution to Approve Grant Agreement: Minnesota Department of Natural Resources LCCMR – Community Forestry Grant 82 - 94

- 8. Informal Status Reports 95

ADJOURN.

**CITY COUNCIL MEETING
CITY OF FRIDLEY
MARCH 28, 2016**

The City Council meeting for the City of Fridley was called to order by Mayor Lund at 7:04 p.m.

ROLL CALL:

MEMBERS PRESENT: Mayor Lund
Councilmember Barnette
Councilmember Saefke
Councilmember Varichak
Councilmember Bolkcom

OTHERS PRESENT: Wally Wysopal, City Manager
Darcy Erickson, City Attorney
James Kosluchar, Public Works Director
Jack Kirk, Parks and Recreation Director
Shelly Peterson, Finance Director/Treasurer

PRESENTATION: Springbrook Nature Center Update

APPROVAL OF PROPOSED CONSENT AGENDA:

APPROVAL OF MINUTES:

City Council Meeting of March 14, 2016

APPROVED.

NEW BUSINESS:

1. Resolution Approving and Authorizing Signing the Police and Fire Fund Eligibility.

Wally Wysopal, City Manager, stated this is a resolution approving and authorizing fire captain Matt Allard into the PERA Police and Fire Fund retroactively to November 1, 2015. This recognizes his time spent as an interim Fire Captain. He was promoted to the regular position a couple of weeks ago.

ADOPTED RESOLUTION NO. 2016-46.

2. Approve Award for 2016 Cooperative Street Maintenance Contract, Project No. ST2016-10.

Mr. Wysopal stated this is approval of the award to the City of Fridley portion for the annual multi-city Cooperative Street Maintenance Contract for sealcoating, crack sealing, striping and

sweeping the streets in the amount of \$273,527. According to the City's estimates, that is about \$22,473 below what the City was estimating.

APPROVED.

3. Approve 2016 Reappointments to City of Fridley Commissions.

Mr. Wysopal stated this is for the commission members whose terms have expired. They were asked if they wanted to be reappointed, and they said, yes. Staff recommends Council's approval of the reappointments.

APPROVED.

4. Claims (1603 - ACH PCard; 171939 - 172066).

APPROVED.

5. Licenses.

Mr. Wysopal stated this is for a temporary on-sale intoxicating liquor license for Totino-Grace High School for an event on April 30, 2016.

APPROVED.

ADOPTION OF PROPOSED CONSENT AGENDA:

MOTION by Councilmember Barnette to approve the proposed consent agenda. Seconded by Councilmember Varichak.

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

OPEN FORUM, VISITORS:

No one from the audience spoke.

ADOPTION OF THE AGENDA:

MOTION by Councilmember Bolkom to approve the agenda. Seconded by Councilmember Saefke.

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

NEW BUSINESS:**6. Resolution Authorizing Final Changes in Appropriations for the General Fund and Special Revenue Funds for the Year Ended 2015; and Approving Transfers from the General Fund to the Police Activity Fund and IT Capital Funds.**

Shelly Peterson, Finance Director/Treasurer, stated this is a regular entry staff presents to the Council in the early part of the year to finalize last year's budget. It is budget adjustments to the general fund and special revenue funds. Staff is also requesting a transfer to close out a negative fund balance in one of the City's special revenue funds. These are typical entries.

Ms. Peterson stated there are two entries related to the Fire Department. One has to do with the unanticipated cost to repair an aerial ladder, and for additional temporary staffing that was needed throughout the year. The City received additional state aid, so the entry for state aid is a wash. It increases the revenue and expense budgets.

Ms. Peterson stated within the Police Department, staff is requesting an entry of \$100,000 out of the police general fund into the special revenue fund to clear that negative fund balance. There was one entry that was omitted from the original budget which was the balancing entry which was the transfer out entry in the general fund that was to go to the IT capital fund.

Ms. Peterson stated with respect to the Nature Center, at the end of the year they had donations that were unbudgeted; therefore, there is a balancing entry between revenues and expenditures. This entry will clear the negative fund balance in the special revenue fund for the police activity and then moving forward there is the City's new PSDS officer which the City administers for the County. Staff is doing budget adjustments to both revenue and expenses for that position.

Ms. Peterson stated there is a \$200 washing entry to clear the City's grant fund for the CHORE program which was finalized at the third quarter of 2015.

Ms. Peterson stated she is recommending the approval of this budget adjustment resolution and a transfer out to both the police activity fund and the IT capital fund.

Councilmember Bolkcom asked why is says "supplies" under the police activity.

Ms. Peterson replied, the City administers the PSDS officer which is reimbursed by the County, and there were additional expenses at the end of the year in supplies which staff had under-budgeted. Therefore, this entry is just accounting for those under-budgeted supplies which in turn will be reimbursed by the County.

MOTION by Councilmember Saefke to adopt Resolution No. 2016-17. Seconded by Councilmember Bolkcom.

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

7. Receive Bids and Award Contract for the 2016 Street Improvement Project No. ST. 2016-01.

James Kosluchar, Director of Public Works, stated the City's proposed work is in the Plymouth Neighborhood, Ward 3, which is 2.2 miles of street rehabilitation. The scope of work includes 16-inch reclaim base and asphalt materials, laying that back down, and putting on 3 inches of asphalt surfacing. The City has water main replacement on segments of 45th Avenue, 2nd Street, and 2 1/2 Street; hydrant replacement throughout the project area; and utility manhole and valve adjustments. There are also some select storm sewer catch basins that need to be replaced. The contractor will be removing the gas main that CenterPoint is abandoning after installing new main. The construction completion date is September 30, 2016.

Mr. Kosluchar stated the project budget is \$1,400,000. The final estimate was \$1,556,000. At a bid letting on March 22, the City received five bids. Four of these were below the estimate. The low bid was provided by Northwest Asphalt in the amount of \$1,231,663.82. The low bid was used to calculate projected assessments, and the low bid provided would reduce the estimates by roughly \$200 or about 9 percent from what staff presented at the preliminary assessment hearing and workshop.

Mr. Kosluchar stated as part of the bid documents, an alternate bid was requested which used pipe-bursting to replace water main, particularly with regard to 45th Avenue, the City has an easement that is north of the road right-of-way and the water main itself travels under driveways, under several trees along this route. Staff thought it would give the City more options and alternatives if it were to bid an alternate to see how the pricing came out. Staff estimated the project cost would be virtually the same. There was about \$1,000 difference in the estimate. Staff was happy to see that the alternate bid provided by Northwest Asphalt was \$67,000 lower than the base bid. Of the four bidders that provided alternate bids, three were substantially lower and one was a little bit higher than their base bids.

Mr. Kosluchar stated after the City bid the project, staff compared it to the budget; and basically all areas were covered within respective budgets.

Mr. Kosluchar stated Northwest Asphalt has worked with the City probably more frequently on these projects than any other contractor in recent years, including, 2013, 2011, 2009, 2007 and 2004. Of the rehabilitation projects, 2007 and 2009 were more of a mill and overlay and the other ones were similar to what the City is doing in this neighborhood.

Mr. Kosluchar stated there is some work that is not included in the bid documents. Staff took out some minor sewer main and manhole spot repairs just because staff thought they were spread around too much, and the City would get some higher pricing because of it. City forces are going to take care of those. The City also has some storm water quality upgrades the City is working on. There is some funding available from the MWMO, but the City has not fully developed those project components yet. Staff is recommending Council move to receive the bids for the attached tabulation and award the 2016 Street Improvement Project No. ST2016-01 and the alternate bid to Northwest Asphalt of Shakopee, Minnesota.

Councilmember Saefke stated in the memo, in the final sentence of the second paragraph, it says the City is going to replace 2,700 feet of 16-inch water main. He does not believe the City has 16-inch water main down there.

Mr. Kosluchar replied it is a typo and should be identified as a 6-inch water main.

Councilmember Bolkcom stated as to the storm water improvements, was that in the original \$1.4 million budget?

Mr. Kosluchar replied, no, it was not. This is a budgeted item from the Mississippi WMO directly to the City, and it is separate. He does not remember the exact amount, but he does recall about a \$450,000 to \$500,000 reservation by MWMO.

Councilmember Bolkcom stated Mr. Kosluchar mentions the bids are lower, but the City is still on track as far as the special assessment revenue.

Mr. Kosluchar replied staff is pretty confident that special assessments will be a bit lower than estimated. The estimate was \$2,450 for residential property for the assessment; and he believes that even with the little bit of contingency, they estimate assessments of \$2,250 per parcel. There is a contingency in there for the City's typical change order amount.

Mayor Lund asked if Northwest Asphalt was the past contractor performing on a project when the City had a considerable amount of unhappy constituents with the asphalt. This contractor was laying asphalt in the evening well after dark. He cannot recall having a street project where he had received that much negative reaction from the constituents.

Mr. Kosluchar replied, fortunately, no. That was another contractor. He does remember it well. The City is very happy with Northwest and their performance. They have never had any deficiencies of that kind on their projects with the City.

MOTION by Councilmember Bolkcom to receive the bids and award the contract for the 2016 Street Improvement Project No. ST. 2016-01 to Northwest Asphalt of Shakopee, Minnesota, in the amount of \$1,231,663.82. Seconded by Councilmember Saefke.

Councilmember Bolkcom asked Mr. Kosluchar if he had any idea when this is going to start.

Mr. Kosluchar replied, staff heard from CenterPoint, and they want to get in very soon. He has seen some pipe out on the project area. City staff has actually been out there doing some valve repairs ahead of the work.

8. Informal Status Reports.

Mr. Wysopal stated City staff has been coordinating its efforts with CenterPoint with regard to this year's sealcoating project. Last year through the sealcoating process, the City ran into a little

problem with them. CenterPoint has doubled their efforts to work with the City and make sure they do not lay sealcoat before they come through and make improvements to their system.

ADJOURN:

MOTION by Councilmember Barnette, seconded by Councilmember Varichak, to adjourn.

UPON A VOICE VOTE, ALL VOTING AYE, MAYOR LUND DECLARED THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED AT 7:36 P.M.

Respectfully submitted by,

Denise M. Johnson
Recording Secretary

Scott J. Lund
Mayor



CITY COUNCIL MEETING OF APRIL 11, 2016

To: Walter T. Wysopal, City Manager
From: Debra A. Skogen, City Clerk
Brian Weierke, Public Safety Director
Mike Monsrud, Police Captain
Date: April 7, 2016
Re: 2015-17 Liquor License Renewals

The annual liquor license renewals have been reviewed by staff.

Seven of the nine on-sale intoxicating liquor license establishments and club on-sale intoxicating liquor licenses up for renewal have provided the necessary insurance, bond, and CPA statement with supporting documentation pertaining to food to liquor sales as required by City Code. After reviewing the supplied documentation, it was found these establishments have complied with the City Code requirement of 40% food sales and 60% liquor sales.

Paradise Biryani Pointe will not be renewing their wine and 3.2% malt liquor licenses this year. They are in a payment plan with the Minnesota Department of Revenue for past due sales tax and have decided not to renew their liquor license. They will remain open only as a restaurant with a food license.

We are still waiting for the complete renewal application from Pickle Park. In addition, the Department of Revenue has provided a letter to the City stating we could not renew or issue a license until Pickle Park or the Owner has satisfied their tax requirement. This license will come before the City Council if and when they have met the requirements of the Department of Revenue.

The police review found no major issues that would prevent these establishments from receiving a renewal on-sale liquor license. They have provided information per establishment on the number of calls received, number of police calls per \$10K, calls per service ratio, and whether or not they passed or failed the compliance checks made in 2015 and 2016. The food to liquor ratio and police calls/compliance are shown the report provided in [Attachment 1](#).

Based on the information above, staff recommends a motion approving the following license renewals, as shown in [Attachment 2](#), at this time.

2016-17 Liquor License Renewal Information

Liquor (L) Compliance Checks completed on June 24, 2015 and March 9, 2016
Tobacco (T) Compliance Checks completed on August 8, 2015 and March 23, 2016
Gambling (G) Compliance Check completed on December 30, 2015

On-Sale Intoxicating Liquor (7 establishments)

Name of Establishment	2 am	Gross Food Sales	% of Sales	Gross Liquor Sales	% of Sales	Total Gross Sales	# of Police Calls	Gross Sales per Police Call	Police Calls per \$10K Sales	Compliance Checks Pass/Fail	Remarks
Applebee's 5277 Central Avenue NE		\$1,737,734	80%	\$423,910	20%	\$2,161,650	15	\$144,110	.07	L – F1 P1 T – N/A G – N/A	No Concerns
BAM Inc dba Shortstop Fridley 1298 E. Moore Lake Drive	X	\$846,574	45%	\$1,052,066	55%	\$1,916,640	3	\$638,880	.02	L – P2 T – N/A G – P	No Concerns
Banquets of Minnesota 6310 Highway 65 NE		\$572,502	80%	\$144,129	20%	\$716,631	2	\$358,315	.02	L – Closed 2 T – N/A G – P	No Concerns
Billiard Street Café dba Two Stooges Bar & Grill 7110 University Avenue NE	X	\$812,982	44%	\$1,053,587	56%	\$1,866,569	20	\$93,328	.11	L – P2 T – P2 G – P	No Concerns
GMME Dough, Inc. dba Broadway Bar & Pizza 8298 University Avenue NE		\$1,100,339	87%	\$170,880	13%	\$1,271,219	8	\$158,902	.06	L – P2 T – N/A G –	No Concerns
King's Restaurant 1051 E Moore Lake Drive		\$604,766	96%	\$24,971	4%	\$629,737	0	\$604,766	0	L – P2 T – N/A G – N/A	No Concerns
Crooners Lounge & Supper Club (Nov 2014-Feb 2015) 6161 Highway 65 NE		\$980,370	61%	\$617,958	39%	\$1,598,328	15	\$106,555	.09	L – P2 T – N/A G – N/A	No Concerns

2016-17 Liquor License Renewal Information (Continued)

Club On-Sale Intoxicating Liquor (2 establishments)

Name of Establishment	# of Police Calls	Compliance Checks Pass/Fail	Remarks
American Legion 7365 Central Avenue NE	5	L – P2 T – N/A G – P	No Concerns
VFW 1040 Osborne Road	3	L – P2 T – N/A G - P	No Concerns

**ON-SALE INTOXICATING LIQUOR ESTABLISHMENTS
For License Year 2016-2017**

TYPE OF LICENSE:	APPLICANT:	APPROVED BY:
Food On-Sale Intoxicating Liquor Sunday On-Sale Managerial Liquor	Apple Minnesota LLC dba Applebee's Neighborhood Grill & Bar Ronald Igarashi, Secretary 5277 Central Ave NE Managerial Licenses: Erin Lang, Jody Britz, Sarah Kipkoech and Maria Miller	City Clerk Public Safety Director Fire Inspector
Food Entertainment Lawful Gambling Endorsement Late Night Endorsement Holiday Endorsement On-Sale Intoxicating Liquor Sunday On-Sale Managerial Liquor	BAM Inc dba Shortstop Fridley Ray McManus, Owner 1298 E Moore Lake Drive Managerial Licenses: Raymond McManus Thomas Chorzempa and Steven Smith	
Food Entertainment On-Sale Intoxicating Liquor Sunday On-Sale Gambling Endorsement Managerial License	Banquets of Minnesota Leslie Bellamy 6310 Hwy 65 NE Managerial License: Leslie Bellamy	
Billiards (35) Food Entertainment Tobacco Lawful Gambling Endorsement Late Night Endorsement Holiday Endorsement Patio Endorsement On-Sale Liquor Sunday On-Sale Managerial Liquor	Billiard Street Cafe Inc dba Two Stooges Bar and Grill Greg Asproth, Owner 7178 University Ave NE Managerial License: Greg Asproth Tyron, R Wilson	

TYPE OF LICENSE:	APPLICANT:	APPROVED BY:
Food Entertainment Lawful Gambling Endorsement Patio Endorsement On-Sale Intoxicating Liquor Sunday On-Sale Managerial Liquor	GMME Dough Inc dba Broadway Bar & Pizza G Michael Schrauth 8298 University Ave NE Managerial Licenses: G Michael Schrauth Travis K Young; and Jennifer Helseth	City Clerk Public Safety Director Fire Inspector
Food On-Sale Intoxicating Liquor Sunday On-Sale Managerial License	King's Restaurant Inc dba King Club & Restaurant Suki Pak, Owner 1051 E Moore Lake Drive Managerial Licenses: Suki Pak	
Food Entertainment On-Sale Intoxicating Liquor Sunday On-Sale Managerial Liquor	Mary T Inc dba Crooners Lounge & Supper Club Mary Tjosvold, Owner 6161 Highway 65 Managerial License Mary Tjosvold, Kim Neal, Laurie Serie, Ashley Weaver, Benjamin McCallum and Ashley Hayes	

CLUBS

Food Entertainment Club On-Sale Intoxicating Liq. Sunday On-Sale Billiards (1)	American Legion 303 Shaddrick and LaBeau Post Steven Zopfi, Manager Paul Orson, Ass't. Manager 7365 Central Ave NE	City Clerk Public Safety Director Fire Inspector
Food Entertainment Club-On-Sale Intoxicating Liq. Sunday On-Sale	VFW 363 Fridley Social Club 363 Herbert Iverson, Manager 1040 Osborne Road	



CITY COUNCIL MEETING OF APRIL 11, 2016 BUSINESS LICENSE LIST

Off-sale 3.2% Malt Liquor, Food
Gasoline and Tobacco License

Erickson Oil Products Inc dba Freedom
Valu Center
7600 University Avenue NE

City Clerk
Public Safety Director
Fire Department

Fridley 1998 LLC dba Cub Foods
246 57th Avenue NE

Northern Tier Retail LLC dba
SuperAmerica
Station 4175 – 5667 University Ave
Station 4199 – 7299 Highway 65
Station 4207 – 7449 E River Rd

Sam's West Inc dba Sam's Club 6310
8150 University Avenue

Target Corporation dba Target Store
T-2200
755 53rd Avenue



AGENDA ITEM
COUNCIL MEETING OF APRIL 11, 2016
CLAIMS

CLAIMS

172067 - 172237



City of Fridley, MN

Claims Council 4/11/2016

By Vendor Name

Payment Dates 3/28/2016 - 4/11/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10033 - ABLE HOSE & RUBBER							
172174	04/07/2016	1873326	HYDRANT FLUSHING HOSES/CLAMPS	601-6210-621140	Water Ops/Supplies for Repair...		215.00
Vendor 10033 - ABLE HOSE & RUBBER Total:							215.00
Vendor: 10041 - ACE SOLID WASTE, INC							
172175	04/07/2016	1680530,529	REFUSE HAULING	609-6910-635100	Liq Store1-Cub/Srvcs Contract...		47.85
172175	04/07/2016	1680530,529	REFUSE HAULING	609-6920-635100	Liq Store 2-65/Srvcs Contracted,...		29.91
Vendor 10041 - ACE SOLID WASTE, INC Total:							77.76
Vendor: 10054 - ADVANCED GRAPHIX INC							
172081	03/31/2016	194239	DECALS FOR UNMARKED SQUAD (CHARGER 363)	410-2110-703100	Police/Machinery		49.00
Vendor 10054 - ADVANCED GRAPHIX INC Total:							49.00
Vendor: 10079 - ALL TIGHT PLUMBING							
172082	03/31/2016	47	INSTALL FACET MENS RESTROOM	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		335.00
Vendor 10079 - ALL TIGHT PLUMBING Total:							335.00
Vendor: 10102 - AMERICAN BOTTLING COMPANY							
172083	03/31/2016	INV0005446	MARCH-MISC	609-144040	Misc. #1 (Cub Location)		254.32
172083	03/31/2016	INV0005446	MARCH-MISC	609-145040	Misc. #2 (Highway 65)		175.60
Vendor 10102 - AMERICAN BOTTLING COMPANY Total:							429.92
Vendor: 10125 - AMUNDSON CIGAR & CANDY							
172084	03/31/2016	INV0005447	MARCH-CIGS	609-144050	Tobacco #1 (Cub Location)		2,235.74
Vendor 10125 - AMUNDSON CIGAR & CANDY Total:							2,235.74
Vendor: 10127 - ANCOM COMMUNICATIONS INC							
172085	03/31/2016	59207	ENGRAVING ON RADIOS	101-2110-635100	Police/Services Contracted, N...		288.00
Vendor 10127 - ANCOM COMMUNICATIONS INC Total:							288.00
Vendor: 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS							
172086	03/31/2016	2016020.2015021	800 MHZ RADIOS, SPEAKER	410-2110-703100	Police/Machinery		81,539.25
172086	03/31/2016	2016020.2015021	NEW SQUAD RADIOS	410-2110-703100	Police/Machinery		12,346.50
172086	03/31/2016	2016028	LANGUAGE LINE USAGE - JANUARY 2016	101-2110-631100	Police/Professional Services		15.45
172086	03/31/2016	2016-205	VERIZON WIRELESS 3G/4G INTERNET ACCESS - JAN 2016	101-2110-633120	Police/Communication (phone...		761.23
172086	03/31/2016	2016-214	VERIZON WIRELESS 3G/4G INTERNET ACCESS - FEB 2016	101-2110-633120	Police/Communication (phone...		761.23
Vendor 10139 - ANOKA COUNTY CENTRAL COMMUNICATIONS Total:							95,423.66

Claims Council 4/11/2016

Payment Dates: 3/28/2016 - 4/11/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10145 - ANOKA COUNTY HIGHWAY DEPARTMENT							
172067	03/29/2016	INV0005441	STR PROJ ENGINEERING REVIEW FEE	406-3174-631100	Streets/Professional Services		150.00
Vendor 10145 - ANOKA COUNTY HIGHWAY DEPARTMENT Total:							150.00
Vendor: 10146 - ANOKA COUNTY LICENSE CENTER							
172087	03/31/2016	INV0005428	FORFEITURE RE-TITLE 1996 MAZDA B2300	240-2172-621130	StateForf-DWI-Operating Suppl..		20.75
Vendor 10146 - ANOKA COUNTY LICENSE CENTER Total:							20.75
Vendor: 10147 - ANOKA COUNTY PROP RECORDS/TAXATION							
172176	04/07/2016	INV0005629	PROPERTY TAX E10 12 0004	101-2510-638180	Fire/Pmts to Other Agencies		69.14
172176	04/07/2016	INV0005629	PROPERTY TAX E13 42 0049	101-2510-638180	Fire/Pmts to Other Agencies		69.14
172176	04/07/2016	INV0005629	PROPERTY TAX E14 31 0100	101-3110-638180	Mun Ctr/Pmts to Other Agenci...		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E03 11 0001	101-3172-638180	Parks/Pmts to Other Agencies		69.14
172176	04/07/2016	INV0005629	PROPERTY TAX E11 33 0005	101-3172-638180	Parks/Pmts to Other Agencies		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E24 21 0006	101-3172-638180	Parks/Pmts to Other Agencies		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E22 12 0014	101-3172-638180	Parks/Pmts to Other Agencies		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E11 44 0001	101-3172-638180	Parks/Pmts to Other Agencies		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E11 34 0003	101-3176-638180	Garage/Pmts to Other Agencie		545.16
172176	04/07/2016	INV0005629	PROPERTY TAX E14 43 0032	601-6210-638180	Water Ops/Pmts to Other Age...		545.16
172176	04/07/2016	INV0005629	PROPERTY TAX E14 43 0041	601-6210-638180	Water Ops/Pmts to Other Age...		21.29
172176	04/07/2016	INV0005629	PROPERTY TAX E13 34 0034	609-6920-638180	Liq Store 2-65/Pmts to Other ...		69.14
Vendor 10147 - ANOKA COUNTY PROP RECORDS/TAXATION Total:							1,494.62
Vendor: 10150 - ANOKA COUNTY TREASURER							
172177	04/07/2016	B160402K	BROADBAND	101-1314-633120	IT/Comm (phones, postage, et...		400.00
172177	04/07/2016	B160402K	BROADBAND	101-2510-633120	Fire/Communication (phones, ...		150.00
172177	04/07/2016	B160402K	BROADBAND	101-4150-633120	Sr Center / Communication		37.50
172177	04/07/2016	B160402K	BROADBAND	270-4190-633120	SNC/Comm, (phones, postage,...		400.00
Vendor 10150 - ANOKA COUNTY TREASURER Total:							987.50
Vendor: 10159 - APACHE PRINT INC							
172088	03/31/2016	47043	SR NEWSLETTER	851-232400	Sr-Advisory//Due to other Age...		148.65
Vendor 10159 - APACHE PRINT INC Total:							148.65
Vendor: 10160 - APEX PRINT TECHNOLOGIES							
172089	03/31/2016	197511	NOV & DEC STM, METER CARDS	601-6110-633120	Water Admin/Comm (phones,...		1,705.65
172089	03/31/2016	197511	DEC WEBSITE	601-6110-633120	Water Admin/Comm (phones,...		502.50
172089	03/31/2016	197511	NOV & DEC STM, METER CARDS	601-6110-633120	Water Admin/Comm (phones,...		820.08
172089	03/31/2016	197511	DEC WEBSITE	602-6110-633120	Sewer Admin/Comm (phones, ...		247.50
172089	03/31/2016	197511	NOV & DEC STM, METER CARDS	602-6110-633120	Sewer Admin/Comm (phones, ...		840.10
Vendor 10160 - APEX PRINT TECHNOLOGIES Total:							4,115.83

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10168 - ARCTIC GLACIER INC							
172090	03/31/2016	INV0005451	MARCH-MISC	609-144040	Misc. #1 (Cub Location)		321.30
172090	03/31/2016	INV0005451	MARCH-MISC	609-145040	Misc. #2 (Highway 65)		132.80
Vendor 10168 - ARCTIC GLACIER INC Total:							454.10
Vendor: 10175 - ARTISAN BEER COMPANY							
172091	03/31/2016	INV0005452	MARCH-BEER	609-144030	Beer #1 (Cub Location)		1,438.38
172091	03/31/2016	INV0005452	MARCH-BEER	609-145030	Beer #2 (Highway 65)		136.00
Vendor 10175 - ARTISAN BEER COMPANY Total:							1,574.38
Vendor: 10178 - ASPEN MILLS INC							
172092	03/31/2016	179070,179060,179071	UNIFORMS, FIREFIGHTER BOOTS	101-2510-621110	Fire/Clothing/Laundry Allowan...		259.90
172092	03/31/2016	179070,179060,179071	UNIFORMS, FIREFIGHTER BOOTS	101-2510-621110	Fire/Clothing/Laundry Allowan...		76.95
Vendor 10178 - ASPEN MILLS INC Total:							336.85
Vendor: 10185 - AT & T WIRELESS SERVICE							
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-1210-633120	Gen Mgmt/Communication (p...		49.23
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-1314-633120	IT/Comm (phones, postage, et...		184.50
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-2110-633120	Police/Communication (phone...		1,410.56
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-2150-633120	EM/Communication(phones, ...		116.40
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-2510-633120	Fire/Communication (phones, ...		294.40
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-3140-633120	Eng/Communication (phones, ...		368.48
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-3140-633120	Eng/Communication (phones, ...		34.99
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-3172-633120	Parks/Communication (phones...		292.15
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-3174-633120	Streets/Communication (phon...		494.34
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-3176-633120	Garage/Communication (phon...		174.37
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-4100-633120	Rec/Communication (phones, ...		69.84
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-5110-633120	Bldg Inspect/Comm. (phones, ...		100.56
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-5112-633120	Planning/Communication (pho...		34.99
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	101-5114-633120	Rental Inspect/Comm (phones...		99.51
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	225-1219-633120	Cable TV/Comm. (phones, pos...		49.23

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172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	260-2114-633120	Police PSDS/Communication	84.22
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	270-4190-633120	SNC/Comm, (phones, postage,...	39.96
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	601-6210-633120	Water Ops/Communication (p...	336.63
172093	03/31/2016	287251541144X3252016	287251541144 WIRELESS SERVICE	602-6210-633120	Sewer Ops/Communication (p...	339.99
Vendor 10185 - AT & T WIRELESS SERVICE Total:						4,574.35
Vendor: 10228 - BAUHAUS BREW LAB, LLC						
172094	03/31/2016	INV0005454	MARCH- BEER	609-144030	Beer #1 (Cub Location)	295.00
Vendor 10228 - BAUHAUS BREW LAB, LLC Total:						295.00
Vendor: 10238 - BEISSWENGER'S HARDWARE						
172178	04/07/2016	INV0005608	VALVES	101-141040	Inventory - Misc. Parts	33.34
172178	04/07/2016	INV0005608	PARTS, SPARK PLUGS	101-3174-621140	Streets/Supplies for Repair & ...	54.13
172178	04/07/2016	INV0005608	COVER, SWITCH	101-3176-621140	Garage/Supplies for Repair & ...	10.08
Vendor 10238 - BEISSWENGER'S HARDWARE Total:						97.55
Vendor: 10240 - BELLBOY CORPORATION						
172179	04/07/2016	INV0005631	MARCH-LIQUOR	609-144010	Liquor #1 (Cub Location)	4,216.28
172179	04/07/2016	INV0005631	MARCH-MISC	609-144040	Misc. #1 (Cub Location)	303.40
172179	04/07/2016	INV0005631	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight	49.32
172179	04/07/2016	INV0005631	MARCH-BAGS	609-6910-621130	Liq Store1-Cub/Operating Supp..	634.47
Vendor 10240 - BELLBOY CORPORATION Total:						5,203.47
Vendor: 10251 - BERNICK'S BEVERAGES						
172095	03/31/2016	INV0005455	MARCH-BEER	609-144030	Beer #1 (Cub Location)	764.50
172095	03/31/2016	INV0005455	MARCH-MISC	609-144040	Misc. #1 (Cub Location)	199.20
172095	03/31/2016	INV0005455	MARCH-BEER	609-145030	Beer #2 (Highway 65)	612.00
172095	03/31/2016	INV0005455	MARCH-MISC	609-145040	Misc. #2 (Highway 65)	52.80
Vendor 10251 - BERNICK'S BEVERAGES Total:						1,628.50
Vendor: 10289 - BOLTON & MENK, INC						
172096	03/31/2016	0185401	STR REHAB CONSTRUCTION OBSERVATION	406-3174-631100	Streets/Professional Services	6,164.00
Vendor 10289 - BOLTON & MENK, INC Total:						6,164.00
Vendor: 10300 - BRADSETH, SCOTT						
172097	03/31/2016	INV0005457	REIMB SAFETY BOOTS	101-3174-621110	Streets/Clothing/Laundry Allo...	50.00
Vendor 10300 - BRADSETH, SCOTT Total:						50.00
Vendor: 12388 - BREAKTHRU BEVERAGE BEER, LLC						
172232	04/07/2016	INV0005669	MARCH-BEER	609-144030	Beer #1 (Cub Location)	31,150.00
172232	04/07/2016	INV0005669	MARCH-MISC	609-144040	Misc. #1 (Cub Location)	58.98
172232	04/07/2016	INV0005669	MARCH-BEER	609-145030	Beer #2 (Highway 65)	7,737.20
Vendor 12388 - BREAKTHRU BEVERAGE BEER, LLC Total:						38,946.18

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Vendor: 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS							
172233	04/07/2016	INV0005670	MARCH-LIQUOR	609-144010	Liquor #1 (Cub Location)		20,028.59
172233	04/07/2016	INV0005670	MARCH-WINE	609-144020	Wine #1 (Cub Location)		2,111.79
172233	04/07/2016	INV0005670	MARCH-LIQUOR	609-145010	Liquor #2 (Highway 65)		3,520.17
172233	04/07/2016	INV0005670	MARCH-WINE	609-145020	Wine #2 (Highway 65)		450.56
172233	04/07/2016	INV0005670	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		206.83
172233	04/07/2016	INV0005670	MARCH-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		48.30
Vendor 12389 - BREAKTHRU BEVERAGE WINE & SPIRITS Total:							26,366.24
Vendor: 12548 - BROTHERS FIRE PROTECTION							
172154	03/31/2016	98600	EMERGENCY ALARM SERVICE CALL TO FORFEITURE GARAGE	240-2172-635100	StateForf-DWI-Services Contra...		909.00
Vendor 12548 - BROTHERS FIRE PROTECTION Total:							909.00
Vendor: 10346 - C.D.W. GOVERNMENT, INC							
172098	03/31/2016	CHN7936,CJF1215	RACK SHELF	101-1314-621130	IT/Operating Supplies		102.29
172098	03/31/2016	CHN7936,CJF1215	QUANTUM LTO TAPES	101-1314-621130	IT/Operating Supplies		422.43
172180	04/07/2016	CLS7285	ADOBE RENEWAL	409-1314-621130	IT/Operating Supplies		1,665.26
Vendor 10346 - C.D.W. GOVERNMENT, INC Total:							2,189.98
Vendor: 10369 - CAPITOL BEVERAGE SALES							
172181	04/07/2016	INV0005634	MARCH-BEER	609-144030	Beer #1 (Cub Location)		35,600.00
172181	04/07/2016	INV0005634	MARCH-MISC	609-144040	Misc. #1 (Cub Location)		40.91
172181	04/07/2016	INV0005634	MARCH-BEER	609-145030	Beer #2 (Highway 65)		6,250.00
172181	04/07/2016	INV0005634	MARCH-MISC	609-145040	Misc. #2 (Highway 65)		33.55
Vendor 10369 - CAPITOL BEVERAGE SALES Total:							41,924.46
Vendor: 10386 - CENTRAL MN CUSTODIAL SERVICES LLC							
172182	04/07/2016	1506	MARCH CLEANING SERVICE	101-3176-635100	Garage/Services Contracted, ...		1,040.00
Vendor 10386 - CENTRAL MN CUSTODIAL SERVICES LLC Total:							1,040.00
Vendor: 10395 - CENTURY LINK							
172099	03/31/2016	INV0005459	PHONE SERVICE 5711683	601-6110-633120	Water Admin/Comm (phones,...		24.89
172099	03/31/2016	INV0005459	PHONE SERVICE 5711683	602-6110-633120	Sewer Admin/Comm (phones, ...		24.89
172183	04/07/2016	INV0005609	PHONE SERVICE 783-3923	270-4190-633120	SNC/Comm, (phones, postage,...		42.99
Vendor 10395 - CENTURY LINK Total:							92.77
Vendor: 10404 - CHARLESTON COUNTY FAMILY COURT							
172162	04/06/2016	INV0005520	PAYROLL SUMMARY	101-213300	Child Support Withheld		451.50
Vendor 10404 - CHARLESTON COUNTY FAMILY COURT Total:							451.50
Vendor: Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA							
186	04/06/2016	INV0005522	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		377.06
186	04/06/2016	INV0005523	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan		12,317.37

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186	04/06/2016	INV0005526	CITY OF FRIDLEY ICMA Ppt ID: 307066	101-213260	Deferred Comp.-ICMA 457 plan	270.60
Vendor Ppt ID: 307066 - CITY OF FRIDLEY 457-ICMA Total:						12,965.03
Vendor: 000370 - CITY OF FRIDLEY HLTH REIMB						
185	04/06/2016	INV0005547	CITY OF FRIDLEY HLTH REIMB PL#10129454	101-213150	HRA/Veba & HSA Benefit-Heal...	1,100.00
Vendor 000370 - CITY OF FRIDLEY HLTH REIMB Total:						1,100.00
Vendor: Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA						
188	04/06/2016	INV0005540	CITY OF FRIDLEY ICMA Ppt ID: 803556	101-213280	RHS Plan (ICMA)	75.00
188	04/06/2016	INV0005541	CITY OF FRIDLEY ICMA Ppt ID: 803502	101-213280	RHS Plan (ICMA)	150.00
Vendor Ppt ID: 803502 - CITY OF FRIDLEY RHS-ICMA Total:						225.00
Vendor: Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA						
187	04/06/2016	INV0005542	CITY OF FRIDLEY ICMA Ppt ID: 705060	101-213270	ICMA Roth IRA	1,961.93
Vendor Ppt ID: 705060 - CITY OF FRIDLEY ROTH-ICMA Total:						1,961.93
Vendor: 10431 - CLAUSON, ROBERT INC.						
172100	03/31/2016	INV0005460	INSPECTIONS	101-5110-635100	Bldg Inspect/Srvc Contracted, ...	3,294.40
Vendor 10431 - CLAUSON, ROBERT INC. Total:						3,294.40
Vendor: 10439 - COCA COLA BOTTLING						
172101	03/31/2016	INV0005461	MARCH-MISC	609-144040	Misc. #1 (Cub Location)	816.21
172101	03/31/2016	INV0005461	MARCH-MISC	609-145040	Misc. #2 (Highway 65)	251.96
Vendor 10439 - COCA COLA BOTTLING Total:						1,068.17
Vendor: 10446 - COLUMBIA HEIGHTS, CITY OF						
172102	03/31/2016	INV0005462	1ST QRT TRI-CITY FEES	101-3140-635100	Eng/Services Contracted, Non-...	9,328.29
Vendor 10446 - COLUMBIA HEIGHTS, CITY OF Total:						9,328.29
Vendor: 10447 - COMCAST CABLE						
172103	03/31/2016	INV0005463	INTERNET-8772106210272773	101-1314-633120	IT/Comm (phones, postage, et...	255.92
172103	03/31/2016	INV0005463	CABLE FEES-8772106210044545	225-1219-635100	Cable TV/Srv Contracted, Non-...	314.43
172104	03/31/2016	INV0005436	CABLE FOR CHIEF WEIERKE'S OFFICE	101-2150-635100	EM/Srvc Contracted, Non-prof...	3.40
Vendor 10447 - COMCAST CABLE Total:						573.75
Vendor: 10455 - COMMUNITY HEALTH CHARITIES						
172163	04/06/2016	INV0005521	Bi-weekly payroll contribution	101-213120	Charitable Contributions	7.69
Vendor 10455 - COMMUNITY HEALTH CHARITIES Total:						7.69
Vendor: 10459 - COMPASS MINERALS						
172105	03/31/2016	247,765.32,61,66	ROAD SALT	101-3174-621140	Streets/Supplies for Repair & ...	24,363.98
Vendor 10459 - COMPASS MINERALS Total:						24,363.98

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Vendor: 10473 - CONTINENTAL RESEARCH CORP								
172184	04/07/2016	433156CRC1	WET WELL DEGREASER	602-6210-621140	Sewer Ops/Supplies for Repair...		2,630.00	
							Vendor 10473 - CONTINENTAL RESEARCH CORP Total:	2,630.00
Vendor: 12684 - COTTAGE GROVE, CITY OF								
172157	03/31/2016	105	REGISTRATION INTERVIEW STRATEGIES	101-2110-632120	Police/Conferences & School		200.00	
							Vendor 12684 - COTTAGE GROVE, CITY OF Total:	200.00
Vendor: 10505 - CROWN TROPHY								
172106	03/31/2016	18507	ACRYLIC WAVE PLAQUE	101-2510-621130	Fire/Operating Supplies		64.13	
							Vendor 10505 - CROWN TROPHY Total:	64.13
Vendor: 10507 - CUB FOODS INC-BLAINE STORE								
172185	04/07/2016	INV0005611	SUET SNC	270-4190-621130	SNC/Operating Supplies		26.50	
							Vendor 10507 - CUB FOODS INC-BLAINE STORE Total:	26.50
Vendor: 10508 - CUB STORE INC-NEW BRIGHTON STORE								
172186	04/07/2016	INV0005612	ZONE BIRTHDAY PARTY SUPPLIES	101-4109-621130	Rec Zone/Operating Supplies		20.32	
							Vendor 10508 - CUB STORE INC-NEW BRIGHTON STORE Total:	20.32
Vendor: 10529 - D.L.T. SOLUTIONS, INC								
172107	03/31/2016	4483115A	AUTODESK CAD RENEWAL	101-3176-632100	Garage/Dues & Subscription , ...		2,528.43	
							Vendor 10529 - D.L.T. SOLUTIONS, INC Total:	2,528.43
Vendor: 10560 - DEFORGES PLUMBING, INC								
172187	04/07/2016	INV0005613	INSPECTIONS/DAILY TASKS	101-5110-635100	Bldg Inspect/Srvc Contracted, ...		2,550.00	
172187	04/07/2016	INV0005613	INSPECTIONS/DAILY TASKS	101-5110-635100	Bldg Inspect/Srvc Contracted, ...		4,050.00	
							Vendor 10560 - DEFORGES PLUMBING, INC Total:	6,600.00
Vendor: 10563 - DELTA DENTAL PLAN OF MINNESOTA								
DFT0000468	04/08/2016	INV0005524	MONTHLY PREMIUM	101-213160	Dental Insurance Payable		3,225.30	
							Vendor 10563 - DELTA DENTAL PLAN OF MINNESOTA Total:	3,225.30
Vendor: 10581 - DO-GOOD BIZ, INC								
172188	04/07/2016	INV0005635	APRIL NEWSLETTER	101-1210-633120	Gen Mgmt/Communication (p...		679.00	
							Vendor 10581 - DO-GOOD BIZ, INC Total:	679.00
Vendor: 12455 - E.I.M								
172153	03/31/2016	APP#3	VFD REPACEMENT PROJ	601-6310-635100	Water CIP/Srvc Contracted, N...		2,993.00	
							Vendor 12455 - E.I.M Total:	2,993.00
Vendor: 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES								
172108	03/31/2016	AW030816-3	NEW SQUAD CAR SUPPLIES	410-2110-703100	Police/Machinery		165.00	
							Vendor 10638 - EMERGENCY AUTOMOTIVE TECHNOLOGIES Total:	165.00
Vendor: 10640 - EMERGENCY RESPONSE SOLUTIONS,LLC								
172109	03/31/2016	5980,6001,6018,20,5990	NEW ENG 2 HELMET HOLDER, ROCKER LUGS	410-2510-703100	Fire/Machinery		865.29	

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172109	03/31/2016	6064	SCBA KIT FOR HOPP	101-2510-621110	Fire/Clothing/Laundry Allowan...	133.64
Vendor 10640 - EMERGENCY RESPONSE SOLUTIONS,LLC Total:						998.93
Vendor: 12541 - EMPLOYEE STRATEGIES,INC						
172235	04/07/2016	9306	EMPLOYEE ENG/LEADERSHIP TRAINING	101-1212-631100	HR/Professional Services	7,025.00
Vendor 12541 - EMPLOYEE STRATEGIES,INC Total:						7,025.00
Vendor: 12685 - EMPOWERMENT HEALTHCARE						
172158	03/31/2016	INV0005510	REFUND SPECIAL USE PERMIT FESS	101-5112-457200	Planning/Zoning & Land Use/S...	1,500.00
Vendor 12685 - EMPOWERMENT HEALTHCARE Total:						1,500.00
Vendor: 10646 - ENVIRONMENTAL EQUIP & SERVICE INC						
172189	04/07/2016	12612,12635	HYD MOTOR, HUB	101-141040	Inventory - Misc. Parts	929.20
172189	04/07/2016	12612,12635	BELT	101-141040	Inventory - Misc. Parts	462.09
Vendor 10646 - ENVIRONMENTAL EQUIP & SERVICE INC Total:						1,391.29
Vendor: 10660 - EXPRESS FIRE PROTECTION SERVICES						
172190	04/07/2016	A9673	ANNUAL FIRE SPRINKLER INSPECTION	101-3176-635100	Garage/Services Contracted, ...	165.00
Vendor 10660 - EXPRESS FIRE PROTECTION SERVICES Total:						165.00
Vendor: 10675 - FASTENAL COMPANY						
172191	04/07/2016	102683	REPL PARTS ACCESS TO PRES FILTERS	601-6210-621140	Water Ops/Supplies for Repair...	127.48
172191	04/07/2016	MNSCR102612	NUTS/BOLTS SNC BOARDWALK	407-3172-621140	Parks/Supplies for Repair & Ma..	64.91
Vendor 10675 - FASTENAL COMPANY Total:						192.39
Vendor: 10681 - FERGUSON ENTERPRISES, INC-#2516						
172192	04/07/2016	183288	SOCKET TO REMOVE STANDPIPE NUTS	601-6210-621150	Water Ops/Tools & Minor Equ...	60.04
Vendor 10681 - FERGUSON ENTERPRISES, INC-#2516 Total:						60.04
Vendor: 10717 - FLEET PRIDE TRUCK & TRAILER PARTS						
172193	04/07/2016	76265027,80453	FILTERS	101-141040	Inventory - Misc. Parts	77.37
172193	04/07/2016	76265027,80453	FILTERS	101-141040	Inventory - Misc. Parts	132.25
Vendor 10717 - FLEET PRIDE TRUCK & TRAILER PARTS Total:						209.62
Vendor: 10745 - FRIDLEY FIRE RELIEF ASSOC FBO						
172164	04/06/2016	INV0005527	Biweekly payroll contributions	101-213290	Fire Relief Dues Withheld	150.00
172164	04/06/2016	INV0005538	Monthly Vol FF payroll contributions	101-213290	Fire Relief Dues Withheld	700.00
Vendor 10745 - FRIDLEY FIRE RELIEF ASSOC FBO Total:						850.00
Vendor: 10748 - FRIDLEY POLICE ASSOCIATION						
172165	04/06/2016	INV0005525	Bi-weekly payroll contributions	101-213330	Fridley Police Association	88.00
Vendor 10748 - FRIDLEY POLICE ASSOCIATION Total:						88.00

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Vendor: 10751 - FRIENDLY CHEVROLET,INC								
172194	04/07/2016	INV0005620	PARTS	101-141040	Inventory - Misc. Parts		596.79	
							Vendor 10751 - FRIENDLY CHEVROLET,INC Total:	596.79
Vendor: 10782 - GENUINE PARTS CO/NAPA								
172195	04/07/2016	INV0005621	PARTS, BATTERIES ACCT#14309186	101-141030	Inventory - Batteries/Tires		222.24	
172195	04/07/2016	INV0005621	PARTS, BATTERIES ACCT#14309186	101-141040	Inventory - Misc. Parts		445.15	
172195	04/07/2016	INV0005621	PARTS, BATTERIES ACCT#14309186	101-141040	Inventory - Misc. Parts		-14.10	
172195	04/07/2016	INV0005621	PARTS, BATTERIES ACCT#14309186	101-3174-621140	Streets/Supplies for Repair & ...		38.49	
							Vendor 10782 - GENUINE PARTS CO/NAPA Total:	691.78
Vendor: 10817 - GRAFIK DISTINCTION, INC								
172110	03/31/2016	20384	DESIGN, LAYOUT NEWSLETTER	101-1210-631100	Gen Mgmt/Professional Servic...		1,400.00	
							Vendor 10817 - GRAFIK DISTINCTION, INC Total:	1,400.00
Vendor: 10819 - GRAINGER								
172196	04/07/2016	2200093,85	TORGUE MULTIPLER, WENCHES	101-3176-621150	Garage/Tools & Minor Equipm...		1,460.62	
172196	04/07/2016	9059899501	AIR FILTERS	601-6210-621140	Water Ops/Supplies for Repair...		102.48	
							Vendor 10819 - GRAINGER Total:	1,563.10
Vendor: 10826 - GRAPE BEGINNINGS INC								
172111	03/31/2016	INV0005469	MARCH WINE	609-144020	Wine #1 (Cub Location)		608.00	
172111	03/31/2016	INV0005469	MARCH FREIGHT	609-6910-500101	Liq 1/COGS-Freight		13.50	
							Vendor 10826 - GRAPE BEGINNINGS INC Total:	621.50
Vendor: 10863 - HACH COMPANY								
172197	04/07/2016	9848257	WATER TESTING SUPPLIES	601-6210-621140	Water Ops/Supplies for Repair...		304.71	
							Vendor 10863 - HACH COMPANY Total:	304.71
Vendor: 10894 - HAWKINS INC								
172112	03/31/2016	3851783	CHLORINE-TREATMENT PLANT #3	601-6210-621140	Water Ops/Supplies for Repair...		287.60	
172198	04/07/2016	3857555	TANKS-COMMONS WTP	601-6210-621140	Water Ops/Supplies for Repair...		995.00	
							Vendor 10894 - HAWKINS INC Total:	1,282.60
Vendor: 12688 - HAYFORD, NEAL								
172236	04/07/2016	INV0005673	REIMB PARTS FOR GARAGE HEATER	270-4190-621140	SNC/Supplies for Repair & Mai...		55.18	
							Vendor 12688 - HAYFORD, NEAL Total:	55.18
Vendor: 10904 - HEIGHTS BAKERY								
172199	04/07/2016	150	SR CASINO TREATS	851-232400	Sr-Advisory//Due to other Age...		31.50	
							Vendor 10904 - HEIGHTS BAKERY Total:	31.50

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 10912 - HENNEPIN TECHNICAL COLLEGE							
172113	03/31/2016	00350353	BLOOD BORNE PATHOGENS CLASS	101-2110-632120	Police/Conferences & School		600.00
Vendor 10912 - HENNEPIN TECHNICAL COLLEGE Total:							600.00
Vendor: 10918 - HIATT, WENDY							
172200	04/07/2016	INV0005626	REIMB MILEAGE	101-3176-632110	Garage/Transportation		25.86
Vendor 10918 - HIATT, WENDY Total:							25.86
Vendor: 10931 - HOHENSTEINS INC							
172201	04/07/2016	INV0005633	MARCH-BEER	609-144030	Beer #1 (Cub Location)		4,183.15
172201	04/07/2016	INV0005633	MARCH-BEER	609-145030	Beer #2 (Highway 65)		1,975.65
Vendor 10931 - HOHENSTEINS INC Total:							6,158.80
Vendor: 10932 - HOISINGTON KOEGLER GROUP INC							
172114	03/31/2016	0140577	COLUMBIA ARENA SITE FEB SERVICES	405-3115-631100	Bldg CIP-MunCtr/Professional ...		2,100.00
172161	04/04/2016	INV0005518	SNC LANDSCAPE DESIGN JAN/FEB	407-3172-702100	Parks/Improvements other th...		20,209.68
Vendor 10932 - HOISINGTON KOEGLER GROUP INC Total:							22,309.68
Vendor: 10937 - HOME DEPOT/GECF							
172115	03/31/2016	INV0005472	LIGHTS FOR STATION 1	101-2510-621130	Fire/Operating Supplies		45.44
Vendor 10937 - HOME DEPOT/GECF Total:							45.44
Vendor: 10975 - INDEED BREWING COMPANY,LLC							
172116	03/31/2016	INV0005473	MARCH-BEER	609-144030	Beer #1 (Cub Location)		408.60
Vendor 10975 - INDEED BREWING COMPANY,LLC Total:							408.60
Vendor: 10978 - INDEPENDENT SCHOOL DIST #14							
172202	04/07/2016	4490	FACILITY USAGE FEE	101-4100-633120	Rec/Communication (phones, ...		13.60
172202	04/07/2016	4490	FACILITY USAGE FEE	101-4100-635100	Rec/Services Contracted, Non-...		134.25
172202	04/07/2016	4490	FACILITY USAGE FEE	101-4100-638180	Rec/Pmts to Other Agencies		7,946.25
172202	04/07/2016	4490	FACILITY USAGE FEE	101-4109-633120	Rec Zone/Communication (ph...		24.00
172202	04/07/2016	4490	FACILITY USAGE FEE	101-4150-633120	Sr Center / Communication		45.00
Vendor 10978 - INDEPENDENT SCHOOL DIST #14 Total:							8,163.10
Vendor: 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES							
DFT0000475	04/08/2016	INV0005548	BI-WEEKLY SOCIAL SECURITY WITHHOLDINGS	101-212120	FICA Payable		32,943.52
DFT0000476	04/08/2016	INV0005549	BI-WEEKLY MEDICARE WITHHOLDINGS	101-212130	Medicare Payable		12,012.78
DFT0000478	04/08/2016	INV0005551	BI-WEEKLY FEDERAL TAX WITHHOLDING	101-212100	Federal Tax Withheld		47,651.90
Vendor 12450 - INTERNAL REVENUE SERVICE - PAYROLL TAXES Total:							92,608.20
Vendor: 11002 - INTERSTATE ALL BATTERY CENTER							
172117	03/31/2016	1902701003907	MISC BATTERIES	101-2110-621130	Police/Operating Supplies		54.99
Vendor 11002 - INTERSTATE ALL BATTERY CENTER Total:							54.99

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Vendor: 11011 - INTL ASSOC OF FIRE FIGHTERS - IAFF								
172166	04/06/2016	INV0005528	FF DUES - LOCAL #1986	101-213230	Union Dues - Fire		90.00	
							Vendor 11011 - INTL ASSOC OF FIRE FIGHTERS - IAFF Total:	90.00
Vendor: 11028 - J.J. TAYLOR DIST. OF MINN, INC								
172203	04/07/2016	INV0005636	MARCH-BEER	609-144030	Beer #1 (Cub Location)		46,750.00	
172203	04/07/2016	INV0005636	MARCH-MISC	609-144040	Misc. #1 (Cub Location)		11.52	
172203	04/07/2016	INV0005636	MARCH-BEER	609-145030	Beer #2 (Highway 65)		6,470.00	
172203	04/07/2016	INV0005636	MARCH-MISC	609-145040	Misc. #2 (Highway 65)		17.70	
							Vendor 11028 - J.J. TAYLOR DIST. OF MINN, INC Total:	53,249.22
Vendor: 11042 - JANI-KING OF MINNESOTA,INC								
172204	04/07/2016	MIN04160316	APRIL CLEANING SERVICE	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		2,756.81	
							Vendor 11042 - JANI-KING OF MINNESOTA,INC Total:	2,756.81
Vendor: 11060 - JOHN HENRY FOSTER MINNESOTA								
172205	04/07/2016	22087300,540900	RESTOCKING FEE RETURNED ITEM	601-6210-621140	Water Ops/Supplies for Repair...		13.57	
							Vendor 11060 - JOHN HENRY FOSTER MINNESOTA Total:	13.57
Vendor: 11064 - JOHNSON BROTHERS LIQUOR								
172206	04/07/2016	INV0005657	MARCH-LIQUOR`	609-144010	Liquor #1 (Cub Location)		53,708.13	
172206	04/07/2016	INV0005657	MARCH-WINE	609-144020	Wine #1 (Cub Location)		21,193.49	
172206	04/07/2016	INV0005657	MARCH-LIQUOR	609-145010	Liquor #2 (Highway 65)		12,158.81	
172206	04/07/2016	INV0005657	MARCH-WINE	609-145020	Wine #2 (Highway 65)		5,394.63	
172206	04/07/2016	INV0005657	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		1,050.52	
172206	04/07/2016	INV0005657	MARCH-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		216.00	
							Vendor 11064 - JOHNSON BROTHERS LIQUOR Total:	93,721.58
Vendor: 12686 - JONES, BLAINE & LEE								
172159	03/31/2016	INV0005511	REIMB WELL SEALING	227-6210-635100	Sewer Op/State Grant-I/I Clean..		521.50	
							Vendor 12686 - JONES, BLAINE & LEE Total:	521.50
Vendor: 11093 - K & S ENGRAVING, LLC								
172118	03/31/2016	7805	PAR TAGS, FACE PIECE TAGS	101-2510-621110	Fire/Clothing/Laundry Allowan...		91.30	
							Vendor 11093 - K & S ENGRAVING, LLC Total:	91.30
Vendor: 11099 - KATH FUEL OIL SERVICE								
172119	03/31/2016	549292,291	OIL	101-141020	Inventory - Motor Oil/Grease		2,191.40	
172119	03/31/2016	549292,291	GREASE	101-141040	Inventory - Misc. Parts		149.75	
							Vendor 11099 - KATH FUEL OIL SERVICE Total:	2,341.15
Vendor: 11198 - LAW ENFORCEMENT LABOR SERVICES								
172167	04/06/2016	INV0005539	Police Union 119 - biweekly deductions	101-213210	Union Dues - Police		1,470.00	
172167	04/06/2016	INV0005543	Sgt Union 310 - biweekly deductions	101-213210	Union Dues - Police		294.00	
							Vendor 11198 - LAW ENFORCEMENT LABOR SERVICES Total:	1,764.00

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Vendor: 11205 - LEAGUE OF MN CITIES INS TRUST								
172207	04/07/2016	INV0005639	WORK COMP 200063626	704-7130-631100	Self Ins/Professional Services		1,282.75	
							Vendor 11205 - LEAGUE OF MN CITIES INS TRUST Total:	1,282.75
Vendor: 11212 - LEVANDER,GILLEN & MILLER, PA								
172208	04/07/2016	INV0005640	MARCH ATTY FEES	101-1214-631100	Legal/Professional Services		4,099.00	
							Vendor 11212 - LEVANDER,GILLEN & MILLER, PA Total:	4,099.00
Vendor: 12689 - LITCHY, JOHN P, AIA NCARB								
172237	04/07/2016	INV0005674	REVIEW CITY HALL ARCHITECT PROPOSALS	405-3115-631100	Bldg CIP-MunCtr/Professional ...		6,750.00	
							Vendor 12689 - LITCHY, JOHN P, AIA NCARB Total:	6,750.00
Vendor: 11298 - MANSFIELD OIL COMPANY								
172120	03/31/2016	6961,4051,050	FUEL	101-141010	Inventory - Gasoline		4,736.41	
							Vendor 11298 - MANSFIELD OIL COMPANY Total:	4,736.41
Vendor: 11346 - MENARDS - FRIDLEY								
172121	03/31/2016	26536	COFFEE MAKER-PLANT BRK ROOM	601-6210-621140	Water Ops/Supplies for Repair...		24.99	
172209	04/07/2016	27025	BATTERIES	101-3176-621140	Garage/Supplies for Repair & ...		23.34	
172209	04/07/2016	27186	MAILBOX POLE-HIT BY PLOW	101-3174-621140	Streets/Supplies for Repair & ...		7.94	
172209	04/07/2016	296939,26955	MISC NAILS/SUPPLIES	101-3174-621150	Streets/Tools & Minor Equipm...		32.91	
							Vendor 11346 - MENARDS - FRIDLEY Total:	89.18
Vendor: 11406 - MILLNER HERITAGE VINEYARD & WINERY								
172122	03/31/2016	INV0005476	MARCH-BEER	609-144030	Beer #1 (Cub Location)		117.00	
							Vendor 11406 - MILLNER HERITAGE VINEYARD & WINERY Total:	117.00
Vendor: 11417 - MINN BENEFIT ASSOC - M.B.A.								
172168	04/06/2016	INV0005532	Bi-wkly payroll deductions	101-213130	Minnesota Benefit		45.84	
							Vendor 11417 - MINN BENEFIT ASSOC - M.B.A. Total:	45.84
Vendor: 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A.								
172123	03/31/2016	35231030316SW	SEARCH WARRANT CLASS	101-2110-632120	Police/Conferences & School		65.00	
							Vendor 11421 - MINN BUREAU OF CRIMINAL APPR-B.C.A. Total:	65.00
Vendor: 11427 - MINN CHILD SUPPORT PAYMENT CENTER								
172169	04/06/2016	INV0005519	Bi-weekly payroll deduction	101-213300	Child Support Withheld		1,130.19	
							Vendor 11427 - MINN CHILD SUPPORT PAYMENT CENTER Total:	1,130.19
Vendor: 11436 - MINN DEPT OF HEALTH								
172160	03/31/2016	INV0005516	PLAN REVIEW 2016 STREET PROJ	406-3174-635100	Streets/Services Contracted, N...		150.00	
							Vendor 11436 - MINN DEPT OF HEALTH Total:	150.00
Vendor: 11460 - MINN MUNICIPAL BEVERAGE ASSOC								
172210	04/07/2016	INV0005644	REGISTRATION-THOMPSON	609-6910-632120	Liq Store1-Cub/Conferences &...		410.00	
							Vendor 11460 - MINN MUNICIPAL BEVERAGE ASSOC Total:	410.00

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount
Vendor: 11464 - MINN POLLUTION CONTROL AGENCY-MPCA							
172125	03/31/2016	INV0005488	WASTEWATER CERT RENEWAL	602-6210-632120	Sewer Ops/Conferences & Sch...		23.00
Vendor 11464 - MINN POLLUTION CONTROL AGENCY-MPCA Total:							23.00
Vendor: 11474 - MINN SAFETY COUNCIL INC							
172211	04/07/2016	41582	DEFENSIVE DRIVING CLASS MATERIALS	101-4150-621130	Sr Center / Operating Supplies		1,286.00
Vendor 11474 - MINN SAFETY COUNCIL INC Total:							1,286.00
Vendor: 11475 - MINN SECRETARY OF STATE							
172126	03/31/2016	INV0005433	NOTARY APPLICATION FOR NICOLE NEIS	101-2110-632100	Police/Dues & Subscription , P...		120.00
Vendor 11475 - MINN SECRETARY OF STATE Total:							120.00
Vendor: 11496 - MINNEAPOLIS OXYGEN CO							
172127	03/31/2016	183211087	OXYGEN TANK - REFILL	101-2110-621130	Police/Operating Supplies		87.55
Vendor 11496 - MINNEAPOLIS OXYGEN CO Total:							87.55
Vendor: 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES							
DFT0000477	04/08/2016	INV0005550	BI-WEEKLY STATE INCOME TAX WITHHOLDINGS	101-212110	State Tax Withheld		18,417.57
Vendor 12451 - MINNESOTA DEPARTMENT OF REVENUE - PAYROLL TAXES Total:							18,417.57
Vendor: 11501 - MINNESOTA METRO NORTH TOURISM							
172128	03/31/2016	INV0005478	FEB HOTEL/MOTEL TAX	806-203120	Hotel/Motel Tax		4,070.41
Vendor 11501 - MINNESOTA METRO NORTH TOURISM Total:							4,070.41
Vendor: 12573 - MN.IT SERVICES							
172155	03/31/2016	INV0005506	LANGUAGE LINE ACESS	101-1410-633120	Non-dept/Communication		62.98
Vendor 12573 - MN.IT SERVICES Total:							62.98
Vendor: 11535 - MULTICARE ASSOCIATES							
172129	03/31/2016	INV0005479	PRE-EMPL DRUG TEST	101-1218-631100	City Clerk/Professional Services		45.00
172129	03/31/2016	INV0005479	BLOOD SCREENING	101-2110-631100	Police/Professional Services		63.00
Vendor 11535 - MULTICARE ASSOCIATES Total:							108.00
Vendor: 11543 - MYERS TIRE SUPPLY #15							
172212	04/07/2016	61532713	VALVE EXTENSIONS	101-3176-621140	Garage/Supplies for Repair & ...		729.53
Vendor 11543 - MYERS TIRE SUPPLY #15 Total:							729.53
Vendor: 11546 - N.C.P.E.R.S. MINNESOTA-478000							
172170	04/06/2016	INV0005536	Bi-weekly payroll deductions	101-213180	PERA Life Insurance		832.00
Vendor 11546 - N.C.P.E.R.S. MINNESOTA-478000 Total:							832.00
Vendor: 11572 - NELSON AUTO CENTER							
172213	04/07/2016	INV0005648	NEW SQUADS V#362	410-2110-703100	Police/Machinery		26,272.95
172213	04/07/2016	INV0005648	NEW SQUADS V#360	410-2110-703100	Police/Machinery		26,382.95
Vendor 11572 - NELSON AUTO CENTER Total:							52,655.90

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount	
Vendor: 11580 - NETWORK BUSINESS SUPPLIES INC								
172130	03/31/2016	102034	THERMAL PAPER	609-6910-621130	Liq Store1-Cub/Operating Supp..		639.53	
							Vendor 11580 - NETWORK BUSINESS SUPPLIES INC Total:	639.53
Vendor: 11582 - NETWORK MEDICS, INC								
172131	03/31/2016	7576	VITALBACKUP EQUIPMENT	409-1314-635100	IT/Srvc Contracted, Non-profe...		218.75	
172214	04/07/2016	7754	VITAL BACKUP	409-1314-635100	IT/Srvc Contracted, Non-profe...		218.75	
172214	04/07/2016	7767	DELL MEMORY MODULE	409-1314-704100	IT/Furniture & Fixtures		5,040.00	
							Vendor 11582 - NETWORK MEDICS, INC Total:	5,477.50
Vendor: 11592 - NEWQUIST & KIMBALL LAW OFFICES,PC								
172132	03/31/2016	INV0005487	ATTY FEES	101-1214-631100	Legal/Professional Services		27,286.50	
							Vendor 11592 - NEWQUIST & KIMBALL LAW OFFICES,PC Total:	27,286.50
Vendor: 11671 - OPEN YOUR HEART								
172171	04/06/2016	INV0005533	Bi-weekly payroll contribtions	101-213120	Charitable Contributions		10.00	
							Vendor 11671 - OPEN YOUR HEART Total:	10.00
Vendor: 11685 - P.E.R.A. - PUBLIC EMPLOYEES								
DFT0000472	04/08/2016	INV0005534	Bi-weekly deduction - Coordinated	101-213100	PERA		32,820.54	
DFT0000473	04/08/2016	INV0005535	Bi-weekly payroll deduction - defined contrib	101-213100	PERA		164.46	
DFT0000474	04/08/2016	INV0005537	Bi-weekly payroll ded - Pol/Fire	101-213100	PERA		37,990.90	
							Vendor 11685 - P.E.R.A. - PUBLIC EMPLOYEES Total:	70,975.90
Vendor: 11694 - PAESSLER AG								
172215	04/07/2016	R201604013720201	PRTG 1000 MAINT RENEWL	101-1314-635100	IT/Srvc Contracted, Non-profe...		1,090.12	
							Vendor 11694 - PAESSLER AG Total:	1,090.12
Vendor: 11706 - PARSON'S ELECTRIC CO								
172216	04/07/2016	77274	ELECTRICAL REPAIRS TO LIGHTING	101-3170-635100	Lighting/Services Contracted, ...		4,379.51	
							Vendor 11706 - PARSON'S ELECTRIC CO Total:	4,379.51
Vendor: 11717 - PAUSTIS & SONS								
172133	03/31/2016	INV0005482	MARCH-LIQUOR	609-144010	Liquor #1 (Cub Location)		806.00	
172133	03/31/2016	INV0005482	MARCH-WINE	609-144020	Wine #1 (Cub Location)		1,887.00	
172133	03/31/2016	INV0005482	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		37.75	
							Vendor 11717 - PAUSTIS & SONS Total:	2,730.75
Vendor: 11747 - PHILLIPS WINE & SPIRITS								
172217	04/07/2016	INV0005658	MARCH-LIQUOR	609-144010	Liquor #1 (Cub Location)		6,338.00	
172217	04/07/2016	INV0005658	MARCH-WINE	609-144020	Wine #1 (Cub Location)		6,007.24	
172217	04/07/2016	INV0005658	MARCH-LIQUOR	609-145010	Liquor #2 (Highway 65)		2,419.00	
172217	04/07/2016	INV0005658	MARCH-WINE	609-145020	Wine #2 (Highway 65)		1,809.87	
172217	04/07/2016	INV0005658	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		257.70	

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name (None)	Amount
172217	04/07/2016	INV0005658	MARCH-FREIGHT	609-6920-500101	Liq 2/COGS-Freight	73.23
Vendor 11747 - PHILLIPS WINE & SPIRITS Total:						16,905.04
Vendor: 11774 - POSTMASTER						
172134	03/31/2016	INV0005491	POSTAGE APRIL NEWSLETTER P#92886	101-1210-633120	Gen Mgmt/Communication (p...	1,950.00
172218	04/07/2016	INV0005653	POSTAGE PERMIT # 92886	101-4100-633120	Rec/Communication (phones, ...	1,000.00
172218	04/07/2016	INV0005653	POSTAGE PERMIT # 92886	101-4150-633120	Sr Center / Communication	1,000.00
172218	04/07/2016	INV0005653	POSTAGE PERMIT # 92886	270-4190-633120	SNC/Comm, (phones, postage,...	1,000.00
Vendor 11774 - POSTMASTER Total:						4,950.00
Vendor: 11783 - PREFERRED ONE INSURANCE COMPANY						
DFT0000469	04/08/2016	INV0005529	MONTHLY PREMIUM	101-213140	Health Insurance	42,537.50
Vendor 11783 - PREFERRED ONE INSURANCE COMPANY Total:						42,537.50
Vendor: 11804 - PRO-TEC DESIGN						
172219	04/07/2016	74879	PW BUIDLING SW READER REPAIRS	101-3176-635100	Garage/Services Contracted, ...	110.00
Vendor 11804 - PRO-TEC DESIGN Total:						110.00
Vendor: 11823 - QUALITY REFRIGERATION SERVICE						
172135	03/31/2016	24483	HVAC MONTHLY SERVICE CONTRACT	609-6920-635100	Liq Store 2-65/Srvc Contracted,...	289.24
Vendor 11823 - QUALITY REFRIGERATION SERVICE Total:						289.24
Vendor: 11835 - R.J.M. DISTRIBUTING, INC						
172136	03/31/2016	9909	MARCH-BEER	609-144030	Beer #1 (Cub Location)	109.90
Vendor 11835 - R.J.M. DISTRIBUTING, INC Total:						109.90
Vendor: 11840 - R.T.U.I:REGISTER TAPE UNLIMITED,INC						
172137	03/31/2016	J22618102,22138703	CUB ADVERTISING	609-6910-633100	Liq Store1-Cub/Advertising	2,300.00
Vendor 11840 - R.T.U.I:REGISTER TAPE UNLIMITED,INC Total:						2,300.00
Vendor: 11844 - RAILROAD MANAGEMENT COMPANY, LLC						
172220	04/07/2016	322779,7021,660	LICENSE FEES WTER PIPELINE	601-6210-632100	Water Ops/Dues & Subscriptio...	659.20
Vendor 11844 - RAILROAD MANAGEMENT COMPANY, LLC Total:						659.20
Vendor: 11936 - S.H.I. INTERNATIONAL CORP						
172221	04/07/2016	B04712631	MICROSOFT PRO PLUS,SERVER	409-1314-621130	IT/Operating Supplies	7,400.00
Vendor 11936 - S.H.I. INTERNATIONAL CORP Total:						7,400.00
Vendor: 11952 - SAM'S CLUB						
172138	03/31/2016	INV0005486	CANCELLED MEMBERSHIP	101-2510-632100	Fire/Dues & Subscription , Pe...	-15.00
172138	03/31/2016	INV0005486	ZONE SUPPLIES	101-4109-621130	Rec Zone/Operating Supplies	879.99
172138	03/31/2016	INV0005486	STAMPS	851-232400	Sr-Advisory//Due to other Age...	52.32
Vendor 11952 - SAM'S CLUB Total:						917.31

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Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name	(None)	Amount	
Vendor: 11966 - SCHIFSKY & SONS INC								
172222	04/07/2016	59439	ASPHALT	602-6210-621140	Sewer Ops/Supplies for Repair...		588.53	
							Vendor 11966 - SCHIFSKY & SONS INC Total:	588.53
Vendor: 12007 - SHRED RIGHT								
172139	03/31/2016	234321	SHREDDING SERVICE	101-3110-635100	Mun Ctr/Srvcs Contracted, No...		66.56	
							Vendor 12007 - SHRED RIGHT Total:	66.56
Vendor: 12633 - SOCIABLE CIDER								
172156	03/31/2016	INV0005508	MARCH-BEER	609-144030	Beer #1 (Cub Location)		250.00	
							Vendor 12633 - SOCIABLE CIDER Total:	250.00
Vendor: 12045 - SOUTHERN WINE & SPIRITS OF MN,LLC								
172223	04/07/2016	INV0005660	MARCH-LIQUOR	609-144010	Liquor #1 (Cub Location)		23,463.52	
172223	04/07/2016	INV0005660	MARCH-WINE	609-144020	Wine #1 (Cub Location)		2,434.00	
172223	04/07/2016	INV0005660	MARCH-LIQUOR	609-145010	Liquor #2 (Highway 65)		8,201.19	
172223	04/07/2016	INV0005660	MARCH-WINE	609-145020	Wine #2 (Highway 65)		220.00	
172223	04/07/2016	INV0005660	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight		394.46	
172223	04/07/2016	INV0005660	MARCH-FREIGHT	609-6920-500101	Liq 2/COGS-Freight		144.32	
							Vendor 12045 - SOUTHERN WINE & SPIRITS OF MN,LLC Total:	34,857.49
Vendor: 12051 - SPECIALTY TURF & AG, INC								
172140	03/31/2016	145060	FERTILIZER, WEED PREVENTER	101-3172-621140	Parks/Supplies for Repair & Ma..		1,239.99	
							Vendor 12051 - SPECIALTY TURF & AG, INC Total:	1,239.99
Vendor: 12062 - SPRINGBROOK NATURE CENT FOUNDATION								
184	04/06/2016	INV0005544	FRIDLEY EMPLOYEE PAYROLL DONATIONS	101-213120	Charitable Contributions		3.86	
							Vendor 12062 - SPRINGBROOK NATURE CENT FOUNDATION Total:	3.86
Vendor: 12079 - ST PAUL, CITY OF - POLICE DEPT								
172141	03/31/2016	14758	REGISTRATIONS REPORT WRITING	101-2110-632120	Police/Conferences & School		357.00	
							Vendor 12079 - ST PAUL, CITY OF - POLICE DEPT Total:	357.00
Vendor: 12440 - STANOCH, TIM								
172234	04/07/2016	INV0005671	REIMB CONSTRUCTION ITEMS- ED CART	270-4190-621130	SNC/Operating Supplies		186.13	
							Vendor 12440 - STANOCH, TIM Total:	186.13
Vendor: 12122 - SUBURBAN TIRE WHOLSALE, INC								
172224	04/07/2016	10138518	TIRES	101-141030	Inventory - Batteries/Tires		160.10	
							Vendor 12122 - SUBURBAN TIRE WHOLSALE, INC Total:	160.10
Vendor: 12126 - SUN BADGE CO								
172142	03/31/2016	364885	MODIFIED BADGES	101-2110-621130	Police/Operating Supplies		821.50	
							Vendor 12126 - SUN BADGE CO Total:	821.50
Vendor: 12134 - SUPPLY SOLUTIONS, LLC								
172143	03/31/2016	9204	PAPER SUPPLIES	101-2110-621140	Police/Supplies for Repair & M...		108.98	

Claims Council 4/11/2016

Payment Dates: 3/28/2016 - 4/11/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name (None)	Amount
172143	03/31/2016	9204	PAPER SUPPLIES	101-2510-621140	Fire/Supplies for Repair & Mai...	72.66
172143	03/31/2016	9204	PAPER SUPPLIES	101-3110-621140	Mun Ctr/Supplies for Repair &...	406.90
172143	03/31/2016	9204	PAPER SUPPLIES	101-3176-621140	Garage/Supplies for Repair & ...	79.93
172143	03/31/2016	9204	PAPER SUPPLIES	270-4190-621140	SNC/Supplies for Repair & Mai...	43.60
172143	03/31/2016	9204	PAPER SUPPLIES	601-6210-621140	Water Ops/Supplies for Repair...	14.53
Vendor 12134 - SUPPLY SOLUTIONS, LLC Total:						726.60
Vendor: 12147 - T.A.S.C.						
172225	04/07/2016	IN765198	FUNDED HRA INTEGRATED TRUSTEE FEE	704-7130-631100	Self Ins/Professional Services	298.65
Vendor 12147 - T.A.S.C. Total:						298.65
Vendor: 12151 - T.K.O. WINES,INC						
172144	03/31/2016	INV0005497	MARCH-WINE	609-144020	Wine #1 (Cub Location)	209.20
Vendor 12151 - T.K.O. WINES,INC Total:						209.20
Vendor: 12236 - TRI-LAND PROPERTIES-ZCOF TL FRIDLEY						
172145	03/31/2016	INV0005499	APRIL LEASE PMT 30470001A00000367	609-6910-635110	Liq Store1-Cub/Rentals	16,043.36
Vendor 12236 - TRI-LAND PROPERTIES-ZCOF TL FRIDLEY Total:						16,043.36
Vendor: 12244 - TURBAK, CRAIG						
172226	04/07/2016	INV0005663	REIMB SAFETY BOOTS	101-3176-621110	Garage/Clothing/Laundry Allo...	54.00
Vendor 12244 - TURBAK, CRAIG Total:						54.00
Vendor: 12258 - TYLER TECHNOLOGIES, INC						
172146	03/31/2016	025150965	UPDATE SIGNATURES	101-1310-635100	Accounting/Services Contract...	138.00
Vendor 12258 - TYLER TECHNOLOGIES, INC Total:						138.00
Vendor: 12443 - U.S. BANK TRUST (HSA-OPTUM)						
DFT0000470	04/08/2016	INV0005530	HSA savings acct - employee contribution	703-213340	Health Care Spending	2,057.97
DFT0000471	04/08/2016	INV0005531	HSA savings acct - employer additional	101-213150	HRA/Veba & HSA Benefit-Heal...	1,750.00
Vendor 12443 - U.S. BANK TRUST (HSA-OPTUM) Total:						3,807.97
Vendor: 12265 - U.S. DEPARTMENT OF EDUCATION						
172172	04/06/2016	INV0005546	US Dept of Ed garnishment	101-213310	Garnishments Withheld	226.49
Vendor 12265 - U.S. DEPARTMENT OF EDUCATION Total:						226.49
Vendor: 12269 - U.S.A. BLUEBOOK						
172227	04/07/2016	903384	NITRILE/NEOPRENE GLOVES	601-6210-621140	Water Ops/Supplies for Repair...	88.53
Vendor 12269 - U.S.A. BLUEBOOK Total:						88.53
Vendor: 12276 - UNIFIRST CORPORATION						
172228	04/07/2016	INV0005665	UNIFORMS	101-3140-621110	Eng/Clothing/Laundry Allowan...	15.56
172228	04/07/2016	INV0005665	UNIFORMS	101-3172-621110	Parks/Clothing/Laundry Allow...	122.88
172228	04/07/2016	INV0005665	UNIFORMS	101-3174-621110	Streets/Clothing/Laundry Allo...	200.16
172228	04/07/2016	INV0005665	UNIFORMS	101-3176-621110	Garage/Clothing/Laundry Allo...	362.04
172228	04/07/2016	INV0005665	UNIFORMS	601-6210-621110	Water Ops/Clothing/Laundry A..	122.36

Claims Council 4/11/2016

Payment Dates: 3/28/2016 - 4/11/2016

Payment Number	Payment Date	Payable Number	Description (Item)	Account Number	Account Name (None)	Amount
172228	04/07/2016	INV0005665	UNIFORMS	602-6210-621110	Sewer Ops/Clothing/Laundry A...	110.08
Vendor 12276 - UNIFIRST CORPORATION Total:						933.08
Vendor: 12286 - UNITED WAY						
172173	04/06/2016	INV0005545	Bi-weekly payroll contributions	101-213120	Charitable Contributions	20.00
Vendor 12286 - UNITED WAY Total:						20.00
Vendor: 12297 - UPPER MIDWEST SEED INC						
172229	04/07/2016	20344	BIRD SEED	270-4190-621130	SNC/Operating Supplies	40.00
Vendor 12297 - UPPER MIDWEST SEED INC Total:						40.00
Vendor: 12313 - VERIZON WIRELESS						
172230	04/07/2016	9762725187	WIRELESS SERVICE	101-2510-633120	Fire/Communication (phones, ...	280.14
172230	04/07/2016	9762725187	WIRELESS SERVICE	101-3140-633120	Eng/Communication (phones, ...	28.01
Vendor 12313 - VERIZON WIRELESS Total:						308.15
Vendor: 12321 - VIKING ELECTRIC SUPPLY						
172147	03/31/2016	1233900	FUSES FOR LOCKE PARK WTP	601-6210-621140	Water Ops/Supplies for Repair...	25.10
Vendor 12321 - VIKING ELECTRIC SUPPLY Total:						25.10
Vendor: 12326 - VINOCOPIA, INC						
172148	03/31/2016	INV0005502	MARCH-WINE	609-144020	Wine #1 (Cub Location)	876.75
172148	03/31/2016	INV0005502	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight	16.50
Vendor 12326 - VINOCOPIA, INC Total:						893.25
Vendor: 12338 - VOSS LIGHTING						
172149	03/31/2016	1528196000	SECURITY LIGHT FOR WELL #1	601-6210-621140	Water Ops/Supplies for Repair...	260.07
Vendor 12338 - VOSS LIGHTING Total:						260.07
Vendor: 12343 - W.S.B. & ASSOCIATES INC						
172231	04/07/2016	24	SNC SEDIMENT REMOVAL	603-6210-631100	Storm Ops/Professional Servic...	1,496.50
Vendor 12343 - W.S.B. & ASSOCIATES INC Total:						1,496.50
Vendor: 12384 - WINE COMPANY						
172150	03/31/2016	INV0005504	MARCH-WINE	609-144020	Wine #1 (Cub Location)	2,740.00
172150	03/31/2016	INV0005504	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight	41.25
Vendor 12384 - WINE COMPANY Total:						2,781.25
Vendor: 12385 - WINE MERCHANTS						
172151	03/31/2016	INV0005505	MARCH-WINE	609-144020	Wine #1 (Cub Location)	2,669.00
172151	03/31/2016	INV0005505	MARCH-WINE	609-145020	Wine #2 (Highway 65)	240.00
172151	03/31/2016	INV0005505	MARCH-FREIGHT	609-6910-500101	Liq 1/COGS-Freight	35.10
172151	03/31/2016	INV0005505	MARCH-FREIGHT	609-6920-500101	Liq 2/COGS-Freight	2.34
Vendor 12385 - WINE MERCHANTS Total:						2,946.44
Vendor: 12402 - XCEL ENERGY						
172152	03/31/2016	INV0005515	UTILITIES 495058078	101-3172-634100	Parks/Utility Services	26.58
Vendor 12402 - XCEL ENERGY Total:						26.58
Grand Total:						972,131.60

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	390,237.91
225 - CABLE TV FUND	363.66
227 - GRANT MANAGEMENT FUND	521.50
240 - DRUG/GAMBLING FORFEITURES	929.75
260 - POLICE ACTIVITY FUND	84.22
270 - SPRINGBROOK NC FUND	1,834.36
405 - CAPITAL IMPROVEMENTS-BLDG	8,850.00
406 - CAPITAL IMPROVEMENTS-STR	6,464.00
407 - CAPITAL IMPROVEMENTS-PKS	20,274.59
409 - CAPITAL IMPR-INFO SYSTEMS	14,542.76
410 - CAPITAL EQUIPMENT FUND	147,620.94
601 - WATER FUND	10,249.86
602 - SEWER FUND	4,804.09
603 - STORM WATER FUND	1,496.50
609 - MUNICIPAL LIQUOR	355,915.21
703 - EMPLOYEE BENEFITS	2,057.97
704 - SELF INSURANCE FUND	1,581.40
806 - HOTEL / MOTEL TAX	4,070.41
851 - Senior - Advisory Council	232.47
Grand Total:	972,131.60

Account Summary

Account Number	Account Name	Payment Amount
101-1210-631100	Gen Mgmt/Professional S...	1,400.00
101-1210-633120	Gen Mgmt/Communicati...	2,678.23
101-1212-631100	HR/Professional Services	7,025.00
101-1214-631100	Legal/Professional Services	31,385.50
101-1218-631100	City Clerk/Professional Se...	45.00
101-1310-635100	Accounting/Services Cont...	138.00
101-1314-621130	IT/Operating Supplies	524.72
101-1314-633120	IT/Comm (phones, postag...	840.42
101-1314-635100	IT/Srvc Contracted, Non-p...	1,090.12
101-141010	Inventory - Gasoline	4,736.41
101-141020	Inventory - Motor Oil/Gre...	2,191.40
101-141030	Inventory - Batteries/Tires	382.34
101-141040	Inventory - Misc. Parts	2,811.84
101-1410-633120	Non-dept/Communication	62.98
101-2110-621130	Police/Operating Supplies	964.04
101-2110-621140	Police/Supplies for Repair...	108.98
101-2110-631100	Police/Professional Servic...	78.45

Account Summary

Account Number	Account Name	Payment Amount
101-2110-632100	Police/Dues & Subscriptio...	120.00
101-2110-632120	Police/Conferences & Sch...	1,222.00
101-2110-633120	Police/Communication (p...	2,933.02
101-2110-635100	Police/Services Contracte...	288.00
101-212100	Federal Tax Withheld	47,651.90
101-212110	State Tax Withheld	18,417.57
101-212120	FICA Payable	32,943.52
101-212130	Medicare Payable	12,012.78
101-213100	PERA	70,975.90
101-213120	Charitable Contributions	41.55
101-213130	Minnesota Benefit	45.84
101-213140	Health Insurance	42,537.50
101-213150	HRA/Veba & HSA Benefit-...	2,850.00
101-213160	Dental Insurance Payable	3,225.30
101-213180	PERA Life Insurance	832.00
101-213210	Union Dues - Police	1,764.00
101-213230	Union Dues - Fire	90.00
101-213260	Deferred Comp.-ICMA 457..	12,965.03
101-213270	ICMA Roth IRA	1,961.93
101-213280	RHS Plan (ICMA)	225.00
101-213290	Fire Relief Dues Withheld	850.00
101-213300	Child Support Withheld	1,581.69
101-213310	Garnishments Withheld	226.49
101-213330	Fridley Police Association	88.00
101-2150-633120	EM/Communication(phon...	116.40
101-2150-635100	EM/Srvc Contracted, Non...	3.40
101-2510-621110	Fire/Clothing/Laundry All...	561.79
101-2510-621130	Fire/Operating Supplies	109.57
101-2510-621140	Fire/Supplies for Repair &...	72.66
101-2510-632100	Fire/Dues & Subscription ,...	-15.00
101-2510-633120	Fire/Communication (pho...	724.54
101-2510-638180	Fire/Pmts to Other Agenci...	138.28
101-3110-621140	Mun Ctr/Supplies for Repa..	406.90
101-3110-635100	Mun Ctr/Srvcs Contracted,..	3,158.37
101-3110-638180	Mun Ctr/Pmts to Other A...	21.29
101-3140-621110	Eng/Clothing/Laundry All...	15.56
101-3140-633120	Eng/Communication (pho...	431.48
101-3140-635100	Eng/Services Contracted, ...	9,328.29
101-3170-635100	Lighting/Services Contrac...	4,379.51
101-3172-621110	Parks/Clothing/Laundry Al...	122.88
101-3172-621140	Parks/Supplies for Repair...	1,239.99
101-3172-633120	Parks/Communication (p...	292.15

Account Summary

Account Number	Account Name	Payment Amount
101-3172-634100	Parks/Utility Services	26.58
101-3172-638180	Parks/Pmts to Other Agen...	154.30
101-3174-621110	Streets/Clothing/Laundry ...	250.16
101-3174-621140	Streets/Supplies for Repai...	24,464.54
101-3174-621150	Streets/Tools & Minor Equ..	32.91
101-3174-633120	Streets/Communication (...)	494.34
101-3176-621110	Garage/Clothing/Laundry...	416.04
101-3176-621140	Garage/Supplies for Repai...	842.88
101-3176-621150	Garage/Tools & Minor Equ..	1,460.62
101-3176-632100	Garage/Dues & Subscripti...	2,528.43
101-3176-632110	Garage/Transportation	25.86
101-3176-633120	Garage/Communication (...)	174.37
101-3176-635100	Garage/Services Contract...	1,315.00
101-3176-638180	Garage/Pmts to Other Ag...	545.16
101-4100-633120	Rec/Communication (pho...	1,083.44
101-4100-635100	Rec/Services Contracted, ...	134.25
101-4100-638180	Rec/Pmts to Other Agenci...	7,946.25
101-4109-621130	Rec Zone/Operating Suppl...	900.31
101-4109-633120	Rec Zone/Communication ..	24.00
101-4150-621130	Sr Center / Operating Sup...	1,286.00
101-4150-633120	Sr Center / Communication	1,082.50
101-5110-633120	Bldg Inspect/Comm. (pho...	100.56
101-5110-635100	Bldg Inspect/Srvc Contrac...	9,894.40
101-5112-457200	Planning/Zoning & Land U...	1,500.00
101-5112-633120	Planning/Communication ...	34.99
101-5114-633120	Rental Inspect/Comm (ph...	99.51
225-1219-633120	Cable TV/Comm. (phones,...	49.23
225-1219-635100	Cable TV/Srv Contracted, ...	314.43
227-6210-635100	Sewer Op/State Grant-/I ...	521.50
240-2172-621130	StateForf-DWI-Operating ...	20.75
240-2172-635100	StateForf-DWI-Services C...	909.00
260-2114-633120	Police PSDS/Communicati...	84.22
270-4190-621130	SNC/Operating Supplies	252.63
270-4190-621140	SNC/Supplies for Repair &...	98.78
270-4190-633120	SNC/Comm, (phones, pos...	1,482.95
405-3115-631100	Bldg CIP-MunCtr/Professi...	8,850.00
406-3174-631100	Streets/Professional Servi...	6,314.00
406-3174-635100	Streets/Services Contract...	150.00
407-3172-621140	Parks/Supplies for Repair...	64.91
407-3172-702100	Parks/Improvements othe...	20,209.68
409-1314-621130	IT/Operating Supplies	9,065.26
409-1314-635100	IT/Srvc Contracted, Non-p...	437.50

Account Summary

Account Number	Account Name	Payment Amount
409-1314-704100	IT/Furniture & Fixtures	5,040.00
410-2110-703100	Police/Machinery	146,755.65
410-2510-703100	Fire/Machinery	865.29
601-6110-633120	Water Admin/Comm (ph...	3,053.12
601-6210-621110	Water Ops/Clothing/Laun...	122.36
601-6210-621140	Water Ops/Supplies for R...	2,459.06
601-6210-621150	Water Ops/Tools & Minor...	60.04
601-6210-632100	Water Ops/Dues & Subscr...	659.20
601-6210-633120	Water Ops/Communicati...	336.63
601-6210-638180	Water Ops/Pmts to Other...	566.45
601-6310-635100	Water CIP/Srvc Contracte...	2,993.00
602-6110-633120	Sewer Admin/Comm (pho...	1,112.49
602-6210-621110	Sewer Ops/Clothing/Laun...	110.08
602-6210-621140	Sewer Ops/Supplies for R...	3,218.53
602-6210-632120	Sewer Ops/Conferences &...	23.00
602-6210-633120	Sewer Ops/Communicati...	339.99
603-6210-631100	Storm Ops/Professional S...	1,496.50
609-144010	Liquor #1 (Cub Location)	108,560.52
609-144020	Wine #1 (Cub Location)	40,736.47
609-144030	Beer #1 (Cub Location)	121,066.53
609-144040	Misc. #1 (Cub Location)	2,005.84
609-144050	Tobacco #1 (Cub Location)	2,235.74
609-145010	Liquor #2 (Highway 65)	26,299.17
609-145020	Wine #2 (Highway 65)	8,115.06
609-145030	Beer #2 (Highway 65)	23,180.85
609-145040	Misc. #2 (Highway 65)	664.41
609-6910-500101	Liq 1/COGS-Freight	2,102.93
609-6910-621130	Liq Store1-Cub/Operating...	1,274.00
609-6910-632120	Liq Store1-Cub/Conferenc...	410.00
609-6910-633100	Liq Store1-Cub/Advertising	2,300.00
609-6910-635100	Liq Store1-Cub/Srvcs Cont...	47.85
609-6910-635110	Liq Store1-Cub/Rentals	16,043.36
609-6920-500101	Liq 2/COGS-Freight	484.19
609-6920-635100	Liq Store 2-65/Srvc Contra...	319.15
609-6920-638180	Liq Store 2-65/Pmts to Ot...	69.14
703-213340	Health Care Spending	2,057.97
704-7130-631100	Self Ins/Professional Servi...	1,581.40
806-203120	Hotel/Motel Tax	4,070.41
851-232400	Sr-Advisory//Due to other...	232.47
	Grand Total:	972,131.60

Project Account Summary

Project Account Key	Payment Amount
None	769,566.77
317201	122.88
317401	200.16
40515442	8,850.00
4061501	6,164.00
4061601	300.00
40700389	20,209.68
40716443	64.91
4091501	14,105.26
4091561	437.50
4101521	52,869.90
4101525	865.29
4101621	93,885.75
60116477	2,993.00
60316478	1,496.50
Grand Total:	972,131.60



AGENDA ITEM

CITY COUNCIL MEETING OF APRIL 11, 2016

DATE: April 7, 2016

TO: Wally Wysopal, City Manager

FROM: Scott J. Hickok, Community Development Director

SUBJECT: Architectural Service Recommendation

INTRODUCTION

On September 28, 2015, the City Council selected the former Columbia Arena Site as their preferred location for a future Civic Complex for the City's City Hall, Police Station, Fire Station, and Public Works Facility. At that time, staff outlined the steps that would be necessary to bring us toward a final set of plans and construction costs, which would help the City better understand if this were the direction they wanted to proceed. A very large part of this process was to choose the architectural firm that would work with the City to deliver those plans and costs. After a very structured and deliberate process the staff selection team will recommend, BKV Group to provide the Architectural Services for this project.

ELEMENTS

Staff used an RFP process to solicit proposals from Architectural Firms and to advance their search for the right firm to complete the Civic campus plans. The RFP was ready to distribute on February 4, 2016. The response to the RFP was tremendous. Fifty nine RFP packets were sent out to firms ranging from architectural firms, engineering firms, lighting and technology firms, an even interior furnishings firm requested a packet.

A mandatory site meeting was held on February 16, 2016. If your firm would be submitting a proposal, it was necessary that you attend, hear a staff presentation regarding site vision, and then to visit the site with questions and answers being provided as they came up from the audience. A coach bus was used to enable staff to keep the group together, to visit the site and to allow everyone to see the site and hear the presentation and the questions and answers being discussed regarding the site.

All responses were then due by 4:30, March 4th, in the Community Development Office. Ten responses were received. Ten excellent responses. Many of the firms in attendance at the mandatory meeting joined forces to make teams, which they responded. For example,

engineering firms joined with architecture firms, who may have then teamed with a technology firm, for technology integration. Some firms were large enough to have most of those services in-house. From the ten responses, a group of 9 staff and resident architect (non-bidding), John Litchy selected the top 6 firms to interview.

Interviews were held on March 16th and 17th and included the following firms: BKV Group, CR-Architecture, HCN Architects, Leo A. Daly Architects, RSP Architects, and Wold Architects. Each firm brought in a team of 4 to 6 people and presented their firms biography as well as their vision for how this civic campus project would work, who would be involved and how they could best deliver the services the City was seeking.

After the interviews, the interview panel, selection team convened to state their preferences and to allow the group to determine the top candidate in the firm selection process. Clearly the top candidate group was BKV Group.

Here is the leadership group that makes up the BKV Group Team:

- Bruce Schwartzman, AIA, Partner-In-Charge, Project Manager, Police Planner
- Michael Krych, AIA, Lead Designer
- DuWayne Jones, AIA, LEED AP GGP, Managing Architect
- Kelly Naylor, CID, LEED AP, Interior Designer, City Hall and Police Planner
- Mark Brady, PE, Lead Mechanical Engineer
- Jared Ward, PE Civil Engineer
- Jeffrey Oertel, RA, Public Works Lead Architect
- Craig Carter, AIA, LEED AP BD +C, Senior Architect, Fire Specialist
- Andrew Cooper, AIA, Public Works Architect
- Brady Halverson, ASLA, RLA, Landscape Architect

BKV and its team have completed:

- 67 City Halls
- 65 Police Stations
- 51 Fire Stations
- 223 Public Works Facilities

What Does BKV say about their team as it relates to this very important City of Fridley Project?

"The team that we have compiled to support the City's vision are regional and national experts in planning and design of all components of civic municipal campus'. We are continually involved in the planning and design of these facilities. This continual involvement helps us stay current on trends and changes and provide our clients with the most efficient planning considerations. Our team has worked together on a number of projects and extensively in the last 5 years. That experience, collaboration and commitment to each other and the City will help us in providing the City of Fridley with exceptional professional services." BKV RFP document excerpt

The City of Fridley sought experience in the four distinct areas of this future complex and found depth and breadth in all of those areas with the selection of BKV. This is no simple complex it is

a combination of four unique and different types of structures that will be designed to one complex to make it easy for Fridley Customers to find their way to the service they need and to allow a corporate culture within the organization that places everyone in a campus setting, thereby eliminating the us and them, or north of the creek, south of the creek feelings that one could get in a divided civic complex.

Contract negotiations have gone well. The contract has been provided for your convenience. As with most all architectural contracts this one follows an American Institute of Architects (AIA) format which is a universal template. Any of the firms that had been chosen would have used this contract format. It is the standard in the Architecture industry for a complex of this type. This left the focus for negotiations on items in shaded variable boxes. To get to that million dollar question first and then to work back from that position let's answer the question; how much will these services cost the City? With an overall price range of \$30 - 40M for this complex the firm has done an analysis and determined the state range is accurate and that the complex will likely be close to \$40M with the plaza/campus features being sought to create the sense of place Fridley wants to achieve. These costs for service are stated as a percentage of the project cost. This projects architectural services will cost 6.4% of the project cost or, \$2,560,000.

How does this compare with what other cities have spent on a percentage basis for their projects?

Maple Grove Government Center (2000)	7.9%
Vadnais Heights City Hall (2001)	7.4%
Edina City Hall and Police Station (2004)	8.0%
Plymouth Public Safety and City Hall (2005)	6.9%
Ramsey City Hall & Police Station (2006)	8.7%
Shakopee Police Station (2007)	8.6%
Inver Grove City Hall & Police Station (2011)	9.1%
Fridley Civic Complex (2016)	6.4%

Our percentage fee rate as you can see is much lower than other civic projects, but our is larger and more complex, but done at once has provided an economy of scale and other efficiencies. For example on the Civil end of this project BKV's contract assignments will include:

1. Platting (preliminary and Final)
2. Site layout – this will be an iterative process and impacted by many of the factors listed below.
3. Plaza and other common area site designs (we will be working to make all of these areas drain and treat storm water, and design sections of pavement and surfaces to accommodate maintenance vehicles, even in walkways around ponds)
4. Sanitary Sewer and Water Relocations for existing PW building.
5. New sanitary sewer and water to serve Civic Buildings, anticipated to run in 71st Avenue NE north of the buildings. Would assume reconstructing roadway back together due to impacts.
6. Sewer and Water planning for the remainder of the private 20+ acres. Utilities will need to be preliminarily designed throughout the site for planning purposes.
7. MCES coordination of 60" trunk line through the site.

8. Transportation analysis of internal site to review alignment of proposed roads, impacts to traffic flow from north industrial and south residential and plan for relocation of existing 69th Ave. connection to East Service road.
9. Design East Service road – assume road is rebuilt in generally same location with new development, and design of 69th road revisions.
10. Transportation coordination with MnDOT on access to University, and potential intersection revisions
11. Storm water pond – Storm water analysis and planning for the entire 33 acre site. Significant endeavor to meet minimum requirements and minimize footprint. Pond will be lined, will require pre-treatment. (They noted this to be a big feature, so likely will be going above and beyond minimum requirements)
12. Site planning and review of common spaces, etc.
13. Storm Sewer – provide collection design and treatment for civic area and plan out remaining private site to ensure minimum ponding area is provided to maximize developable areas.
14. Site Grading – design grading for the entire 33 acre site. This is a large effort to tie into storm water and soil management.
15. Geotechnical and soil management - Significant unsuitable soils, so street designs will be very involved as will soil management and developing and understanding of how dirt is used onsite. Utility design likely also impacted (May also need to consider contamination component depending on environmental findings)
16. Utility conflicts to design around including 60” MCES line through site, 20” water main along East frontage road, 18” sanitary line along east frontage road.
17. Permitting components, MCES, MnDOT, Watershed, NPDES, Dept. of Health, maybe others
18. Potential for Legacy funding for storm water features above and beyond to make this thing great.*

* These civil engineering services represent \$60,000 of work that, if the City chose to not move ahead would need to be reimbursed outside of the contract. Otherwise, they are covered under our service contract with the architect.

At the introductory workshop prior to the last City Council meeting, Council got an opportunity to invite the team in to not only meet with members of the BKV team, but also to get a sense of the team and the process ahead and to ask questions. The Mayor asked what about the situation where we get this building designed and for some reason are not able to move forward (cost or other factors) How much will we have invested? In an answer to that staff has requested a breakpoint between pre-design and the move forward into construction drawings. At that point there will be a very refined set of costs and the City Council can say, yes move ahead to construction drawings. This provides, we believe, the safe landing that allows us to know we can pull back from the project if it looks that obtaining funds to build the project is out of reach and/or that we won't for some other reason be able to complete it. If at that point we needed to pull back, over \$1,024,000 of the construction drawings could be delayed or eliminated, as well as \$128,000 bidding and negotiating costs, and \$512,000 in construction administration fees could be eliminated if we did not move ahead or if we chose to simply abandon the civic complex plan. At that point, we would have expended 35% of the Architectural contract cost or \$896,000. Funding for the services will come from building repair projects that have been put on hold. A total of 1.4M in repair projects to the existing City Hall are identified in the CIP. These

projects would not be done if the new building is built. The funds could be reimbursed from the proceeds of the building bonds making the CIP whole. If a new building is not constructed, the City will need to find other funding sources for the repairs.

The contract terms match the expectations spelled out in the RFP and match the commitments made both in this firm's response to that RFP and the subsequent negotiations between staff and BKV Group Representatives. It is with this set of facts that staff prepared to recommend BKV Group and their attached contract for Architectural Services, for the City of Fridley Civic Complex.

RECOMMENDATION

Staff recommends that Council approve the attached Architectural Services Contract, approving BKV Group as the Architects for the Fridley Civic Complex. This approval only allows the Architectural Services Contract to be executed. Additional Council action will be required to provide a green light to build the new complex.



AIA[®]

Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of April in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Fridley
6431 University Avenue NE
Fridley, MN 55432

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

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 N. 2nd St.
Suite 101
Minneapolis, MN 55401

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

1092.07: City of Fridley Civic Complex – to include Master Planning of the 33 acre site which will include general site design planning, utility connections for all site structures, storm water management for the entire site and roadway development for the entire site - see attachment A. Detailed civil design services will cover the municipal portion of the site which covers the approximate north half as shown in attachments B and C. The civic complex design will include planning and design of the new City Hall, Fire Station, Police Department, Public Works Facilities and parking structure.

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

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The site to be developed will be the 33 acre site east of University Avenue NE, south of 71st Avenue, north of 69th Avenue and west of the Locke Park, as shown on attachment A. The preliminary planning identifies the northern section of the site being developed for the Civic Campus. Based on the previous report dated April 14, 2014, the projected building areas were as follows; City Hall, Fire and Police Station totaling 69,598 gross square feet and a Public Works Facility totaling 77,853 gross square feet. Additionally a parking ramp will be provided; current estimated cars per the concept planning at 200 cars. The building sizes, locations and parking ramp requirements will be reviewed and finalized in the Pre-Design Phase of this contract.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Anticipated to be May 2017

- .2 Substantial Completion date:

To Be Determined, estimated to be 18 months after start of construction

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability

See Attached Certificate

- .2 Automobile Liability

See Attached Certificate

- .3 Workers' Compensation

See Attached Certificate

- .4 Professional Liability

See Attached Certificate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES (For additional information of services provided see attachment D)

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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User Notes:

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES (Construction documents, Bidding and Construction Administration Phases contingent on City Councils approval at the completion of the Design Development Phase)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

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- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect 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, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith

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either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming Review and Confirmation	Architect	Included in the Pre Design Phase
§ 4.1.1	Programming (B202™ 2009)		
§ 4.1.2	Multiple preliminary designs	Architect	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™ 2007)	Architect	
§ 4.1.6	Building Information Modeling / Revit Model	Architect	Full BIM implementation if required as an additional service
§ 4.1.6	Building Information Modeling (B202™ 2008)		
§ 4.1.7	Civil engineering	Architect	See attachment C
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Architect	
§ 4.1.15	As-Constructed Record drawings	By Contractor	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Architect	
§ 4.1.21	Security Evaluation and Planning (B206™ 2007)	Architect	
§ 4.1.22	Commissioning (B211™-2007)	Owner	Architect will assist to determine if this is required
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
		Architect	This will involve exploring LEED approaches but not pursuing certification. If certification is pursued this would be an additional service.
§ 4.1.24	LEED Options / Tracking for Review		
§ 4.1.24	LEED® Certification (B214™ 2012)		
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Architect	This will be a separate additional service contract with BKV for these services based on agreed to scope
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™ 2007)		
§ 4.1.28	Geotechnical Services	Architect	Architect will assist as required
§ 4.1.29	Design Assist and other utility rebate programs	Architect	The architect will assist the city in pursuing energy efficient and rebate programs and provide support as needed.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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Pre-Design services will pressed the start of the Schematic Design Phase. The scope of this phase will include:

1. Site Master Plan Development and Design Visioning for City Identity and community activity
2. Space Programming Review and Confirmation
3. Tours of similar facilities (City Halls, Police and Fire Stations and Public Works)
4. Budget and Schedule Review
5. Pre-Design Report and summary

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 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 consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty-Six (36) visits to the site by the Architect over the duration of the Project during ~~construction~~ construction, estimated at 2 meetings per month.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect'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, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update 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. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 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 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.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect'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 in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 The Owner shall provide prompt written notice to the 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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 contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect 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 Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, 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 Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

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- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 Architect 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 Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such

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rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, 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 Architect 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 Architect's services, the Architect 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 Architect 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 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

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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 Architect 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 Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect'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 Architect, the Architect 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 Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that 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 A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect 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 Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect 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 Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

The fee for the project will be based on 6.4% of the construction budget as approved by the City of Fridley at the completion of the design development phase. The current estimated construction budget is \$40,000,000. Based on this, the estimated value as shown in item 11.5 below totals \$2,560,000. Reimbursable expenses for local travel, printing and shipping are based on industry standards and are invoiced monthly for actual cost incurred.

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$65,000 for Predesign Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Upon owner's approval, additional services will be based on an agreed upon lump sum. That amount will be based on our hourly rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>\$384,000</u>	percent	<u>15</u>	%)
		(
<u>Design Development Phase</u> <u>(Construction documents,</u> <u>Bidding and Construction</u> <u>Administration Phases</u> <u>contingent on City Councils</u> <u>approval at the completion of</u> <u>the Design Development</u> <u>Phase)</u>	<u>\$512,000</u>	(<u>20</u>	%)
<u>Design Development Phase</u> <u>Construction Documents</u> <u>Phase</u>	<u>\$1,024,000</u>	percent (<u>40</u>	%)
		(
<u>Bidding or Negotiation Phase</u>	<u>\$128,000</u>	percent	<u>5</u>	%)
		(
<u>Construction Administration</u> <u>Phase</u>	<u>\$512,000</u>	percent	<u>20</u>	%)
		(
	<u>\$2,560,000</u>			
<u>Total Basic Compensation</u>	<u>one hundred</u>	percent	<u>100</u>	%)
		(

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

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<u>Employee or Category</u>	<u>Rate</u>
<u>MANAGING PARTNER</u>	<u>\$180</u>
<u>MANAGING ARCHITECT</u>	<u>\$165</u>
<u>SENIOR DESIGNER / PARTNER</u>	<u>\$230</u>
<u>SENIOR PROJECT ARCHITECT</u>	<u>\$150-\$160</u>
<u>SENIOR ARCHITECTURAL DESIGNER</u>	<u>\$150-\$155</u>
<u>PROJECT ARCHITECT II</u>	<u>\$125</u>
<u>PROJECT ARCHITECT I</u>	<u>\$100</u>
<u>ARCHITECTURAL DESIGNER III</u>	<u>\$110</u>
<u>ARCHITECTURAL DESIGNER II</u>	<u>\$90</u>
<u>ARCHITECTURAL DESIGNER I</u>	<u>\$80</u>
<u>SENIOR LANDSCAPE ARCHITECT</u>	<u>\$140</u>
<u>LANDSCAPE ARCHITECT</u>	<u>\$115</u>
<u>LANDSCAPE DESIGNER III</u>	<u>\$110</u>
<u>LANDSCAPE DESIGNER II</u>	<u>\$90</u>
<u>LANDSCAPE DESIGNER I</u>	<u>\$80</u>
<u>PARTNER/SENIOR INTERIOR DESIGNER</u>	<u>\$180</u>
<u>SENIOR INTERIOR DESIGNER</u>	<u>\$110</u>
<u>INTERIOR DESIGNER III</u>	<u>\$95</u>
<u>INTERIOR DESIGNER II</u>	<u>\$85</u>
<u>INTERIOR DESIGNER I</u>	<u>\$70</u>
<u>SENIOR MECHANICAL ENGINEER</u>	<u>\$165-\$185</u>
<u>SENIOR MECHANICAL DESIGNER</u>	<u>\$120-\$165</u>
<u>MECHANICAL ENGINEER</u>	<u>\$130-\$140</u>
<u>MECHANICAL DESIGNER III</u>	<u>\$110</u>
<u>MECHANICAL DESIGNER II</u>	<u>\$90</u>
<u>MECHANICAL DESIGNER I</u>	<u>\$80</u>
<u>SENIOR ELECTRICAL ENGINEER</u>	<u>\$170</u>
<u>ELECTRICAL ENGINEER</u>	<u>\$130-\$140</u>
<u>SENIOR ELECTRICAL DESIGNER</u>	<u>\$125</u>
<u>ELECTRICAL DESIGNER III</u>	<u>\$110</u>
<u>ELECTRICAL DESIGNER II</u>	<u>\$90</u>
<u>ELECTRICAL DESIGNER I</u>	<u>\$80</u>
<u>SENIOR STRUCTURAL ENGINEER</u>	<u>\$155-\$180</u>
<u>STRUCTURAL ENGINEER</u>	<u>\$130-\$140</u>
<u>SENIOR STRUCTURAL DESIGNER</u>	<u>\$110</u>
<u>STRUCTURAL DESIGNER III</u>	<u>\$110</u>
<u>STRUCTURAL DESIGNER II</u>	<u>\$90</u>
<u>STRUCTURAL DESIGNER I</u>	<u>\$80</u>
<u>SENIOR CONSTRUCTION ADMINISTRATOR</u>	<u>\$175</u>
<u>CONSTRUCTION ADMINISTRATOR</u>	<u>\$100-\$150</u>
<u>SPECIFICATIONS WRITER</u>	<u>\$140-\$165</u>
<u>QUALITY ASSURANCE</u>	<u>\$145-\$165</u>
<u>CODE SPECIALIST</u>	<u>\$165</u>
<u>INTERNS/MODEL BUILDING</u>	<u>\$60</u>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect'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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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;

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- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Designs and Documents remain the instruments of the architect. Use of PDF documents are allowed upon full payment of services up to notification.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) 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.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

—%

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or

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Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. The extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

12.6 The Architect's visits to the site during Construction Phase shall average twice per month.

12.7 At the request of the Owner, the Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.8 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.9 The Architect includes in the basic fee the work for the City submittals and approvals.

12.10 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

12.11 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3—Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Attachment A: Graphic indicating total 33 acre masterplan site

Attachment B: Graphic indicating portion of the site to be designed for the Civic Complex

Attachment C: Additional Definition of Civil Engineering Services

Attachment D: Additional Definition and Information of A/E Services

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

OWNER

ARCHITECT

(Signature)
Scott Lund, Mayor Date _____

(Printed name and title)



(Signature)
Bruce Schwartzman, Partner Date 4/8/16

(Printed name and title)

(Signature)
Wally Wysopal, City Manager Date _____

(Printed name and title)



(Signature)
Jack O. Boarman, CEO Date 4/8/16

(Printed name and title)

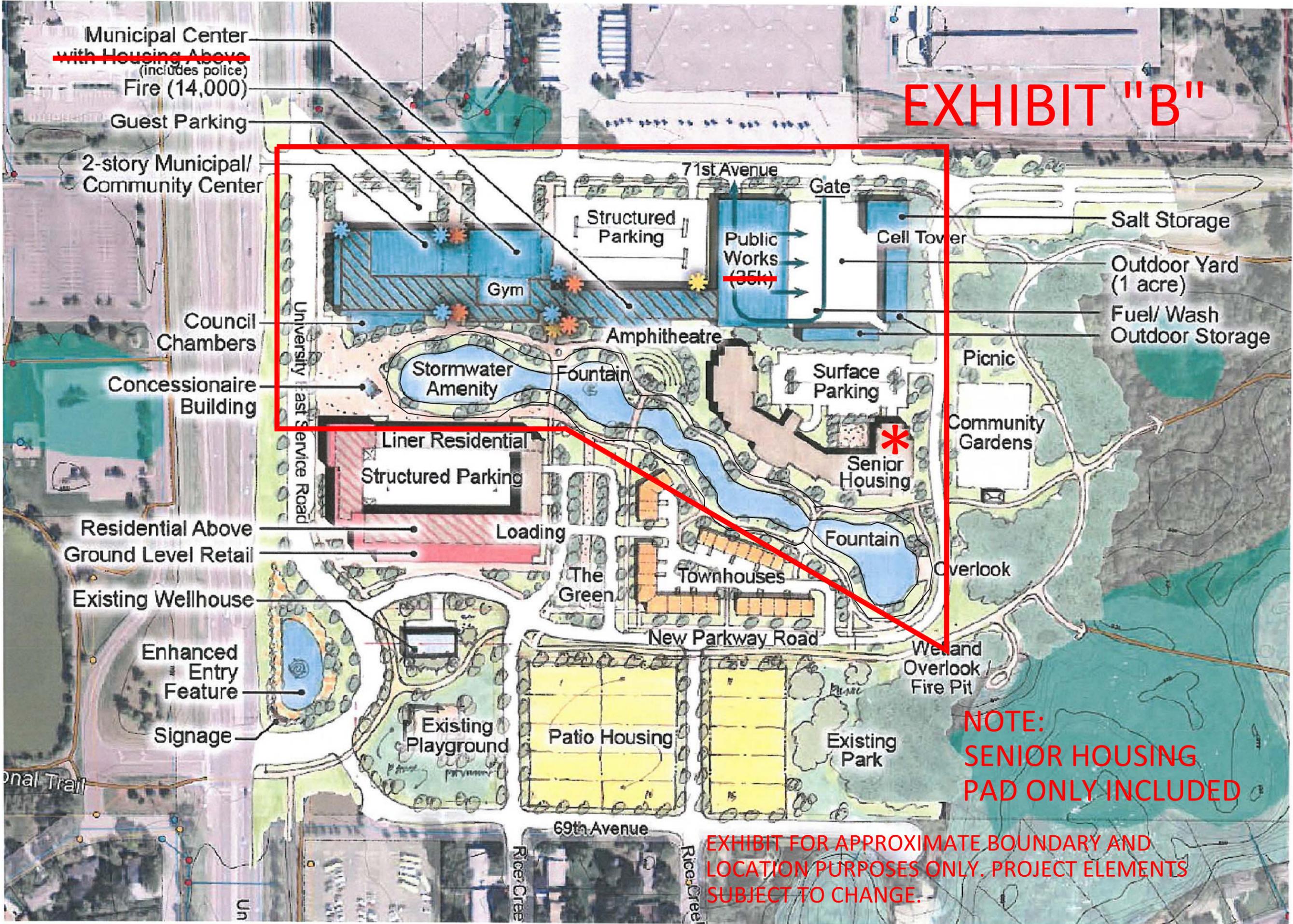
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EXHIBIT "A"



EXHIBIT FOR APPROXIMATE BOUNDARY AND LOCATION PURPOSES ONLY. PROJECT ELEMENTS SUBJECT TO CHANGE.

EXHIBIT "B"



**NOTE:
SENIOR HOUSING
PAD ONLY INCLUDED**

**EXHIBIT FOR APPROXIMATE BOUNDARY AND
LOCATION PURPOSES ONLY. PROJECT ELEMENTS
SUBJECT TO CHANGE.**

April 11, 2016

City of Fridley – Civic Complex Project

Attachment C: Scope of Civil Engineering Services

1. Platting (preliminary and Final)
2. Site layout – this will be an iterative process and impacted by many of the factors listed below.
3. Plaza and other common area site designs (we will be working to make all of these areas drain and treat stormwater, and design sections of pavement and surfaces to accommodate maintenance vehicles, even in walkways around ponds)
4. Sanitary Sewer and Water Relocations for existing PW building.
5. New sanitary sewer and water to serve Civic Buildings, anticipated to run in 71st Avenue NE north of the buildings. Would assume reconstructing roadway back together due to impacts.
6. Sewer and Water planning for the remainder of the private 20+ acres. Utilities will need to be preliminarily designed throughout the site for planning purposes.
7. MCES coordination of 60" trunk line through the site.
8. Transportation analysis of internal site to review alignment of proposed roads, impacts to traffic flow from north industrial and south residential and plan for relocation of existing 69th Ave. connection to East Service road.
9. Design East Service road – assume road is rebuilt in generally same location with new development, and design of 69th road revisions.
10. Transportation coordination with MnDOT on access to University, and potential intersection revisions. (Will signals be affected, likely turn lane added for East service road, etc., what about another access?)
11. Stormwater pond – Stormwater analysis and planning for the entire 33 acre site. Significant endeavor to meet minimum requirements and minimize footprint. Pond will be lined, will require pre-treatment. (They noted this to be a big feature, so likely will be going above and beyond minimum requirements)
12. Site planning and review of common spaces, etc.
13. Storm Sewer – provide collection design and treatment for civic area and plan out remaining private site to ensure minimum ponding area is provided to maximize developable areas.
14. Site Grading – design grading for the entire 33 acre site. This is a large effort to tie into stormwater and soil management.
15. Geotechnical and soil management - Significant unsuitable soils, so street designs will be very involved as will soil management and developing and understanding of how dirt is used onsite. Utility design likely also impacted (May also need to consider contamination component depending on environmental findings, not currently included)
16. Utility conflicts to design around including 60" MCES line through site, 20" water main along East frontage road, 18" sanitary line along east frontage road.

17. Permitting components, MCES, MnDOT, Watershed, NPDES, Dept. of Health, possibly others as required.
18. Assist in pursuing Legacy funding for stormwater features.

April 11, 2016

City of Fridley – Civic Complex Project

Attachment D: Additional Scope Definition Information

PROJECT APPROACH

Schematic Design through Construction Administration and Post Construction:

The foundation for the success of this project will be our collaborative and consensus-based communication planning which will produce a defined and detailed schedule and work plan using input from the City, Police Department and stakeholders. The BKV team will work closely with the City to review and refine the work plan at the start of the project, to assure the City that critical milestones are defined within the project time frame. Additionally, this effort will establish all goals and objectives that are to be understood and met within the project schedule.

Our core experienced senior team members will be involved in project with the City through all the phases. This will help to maintain continuity and accountability of the proposed project direction. This approach helps to maintain schedule and stay on budget. Our team will be led by Bruce Schwartzman. Bruce brings an understanding of the proposed project, the topics, and the City of Fridley as well as his experience and commitment in overseeing projects to meet the goals and expectations of the City and staff.

Project Schedule

At the beginning of the project, we will work with the City and all stakeholders to develop a schedule to incorporate all required dates such as team meetings, City Council presentations, user group review periods, etc. Key aspects of are schedules are as follows:

- The critical path milestones are identified
- Delivery timeframes for tasks are defined for tasks
- Review periods for the City
- Team consultant activities are coordinated
- Public workshops (if needed)
- Updates are provided
- City Council presentation dates

Communications

Bruce Schwartzman as the Partner-in-Charge will lead the project on a day-to-day basis. Thorough and organized, Bruce will be your primary point of contact, and the team's contact for the City. Additional communications tools include:

- The design team will meet on a regular basis with the City and staff during the SD, DD and CD phases to review and resolve all project issues.
- Meeting minutes and schedule updates will be provided.
- Communication process that is timely for City review and decision.
- Presentation materials and meeting for Building Committee and City Council meetings.

Coordination

The BKV team is responsible for the coordination of design activities, team members, and schedule for the project. The team leaders are experienced in police department and city hall projects, some involving complex site constraints. All meetings will be documented and minutes issued prior to the next meeting for committee review and approval.

Project Work Plan

The team organizational chart, schedule, and tasks/phases described in this proposal define the team members, their roles, and the project deliverables. Utilizing this information, we develop a Project Management Plan (PMP) based on the specific tasks, individuals, and hourly assessments of time. The PMP plan forms the framework of our process, is a tool for assessment of tasks and time remaining for completion, and is the implementation plan for the development of the project. To prepare an organized PMP, key aspects of the work effort will be identified. This will include the following:

- Team kickoff and workshop to review and finalize A/E work plan and schedule
- All critical path aspects will be reviewed and located in the PMP
- Member roles, responsibilities and deliverables will be reviewed
- Budget costs and cost review methods and steps will be defined and included
- BKV's FTP site and data access will be defined
- Completion date check points and percentage of completion will be defined

Public Design Considerations

BKV Group is dedicated to working with clients to responsibly and effectively build civic buildings that speak to the heart of the community. Through an approach that emphasizes dialogue, transparency and accessibility with our clients, we achieve exceptional design within the public realm and create meaningful places where communities can thrive. We are experts in the process of creating public projects, and knowledgeable in the public contracting process and mechanisms that ensure that a community will realize its project within budget. We emphasize a message of sustainability not only through the selection of materials and methods, but also by creating civic work that will meet the evolving needs of a community and give government an opportunity to reach the people it serves.

At its most basic, architecture is a response to fundamental human needs - a way of organizing space while meeting practical demands. At its most exalted, architecture can introduce new perspectives and new dynamics, reinvigorating both landscape and cityscape. We strive to synthesize these two goals, to create buildings that perform as well as excite, buildings that are memorable. Our design process begins with a careful, in-depth study of each project's requirements and constraints, its use and users. With this inquiry and understanding as a starting point, we build a rationale of ideas and experiences, a program of needs and goals, and a carefully constructed collage of forms and spaces that is at once dynamic, aspiring, and meaningful. Every new building, every adaptive reuse, every site must address and acknowledge a pre-existing context. At the same time, however, every structure, every intervention—whether radical or reverential—ultimately changes the context. We are responsive to content, to material, and to a building's cultural, historical, and physical environment. We value the past as an inspiration to invent the future. We believe a successful building must embody a sense of its purpose, place and tectonics. Similarly, we conceive of architecture as a natural extension of its surroundings—urban or rural, northern or southern, ancient or entirely new—and recognize its responsibility to contribute richly to its setting and to its community.

We believe that no other client shares your exact circumstances, operational philosophies and needs. Therefore, it is extremely important that we work within a structure, which facilitates communication, so that we are all focused on the same goals. That is why we believe in using a “team” approach to our projects - a team built from your key decision-makers, specialist and detention staff, and from our professional staff.

This approach is at the heart of our ability to incorporate state of the art operational design into the facility. We view design as an interactive process, using workshops as necessary to gain a mutual philosophical understanding of how you wish to operate. This process does not involve preconceived ideas or solutions, but rather, is predicated on exploring options within a group of highly qualified professionals and making conscious decisions relative to every operation.

Within these workshops, we will be bringing to the table an added perspective based on our exposure to many similar projects. We will be asking questions, making suggestions, developing options, and analyzing the positives and negatives of any suggested concepts. We will pay close attention to functional space relationships and the proper use of modern systems and technology; within your budget and schedule. Our goal is to test and evaluate the possibilities so that they reflect the accumulated knowledge provided by both our team and your input, thereby resulting in the incorporation of state of the art operational design that directly responds to the prerequisites of the City of Fridley and all the departments that will utilize the complex.

PROJECT EXECUTION

Project Kick-off

At the start of project, the BKV team will lead a kick-off meeting in which the project team, the building committee and all required stakeholders will participate in. The meeting will review the anticipated scope of work and verify project goals and expectations. This will involve an overview and discussion of the history of the previous study and program information for confirmation. This meeting will be focused on ensuring a complete understanding of all of the City’s expected outcomes, individual team members’ responsibilities, project schedule, milestone dates, and budget.

From project kick-off on through to completion of construction, we utilize prepared agendas to keep things organized and moving forward. We use meeting minutes to document the process and the decisions made. In addition, our team leadership is always accessible to our clients. We recognize that continuous communication between all parties is paramount to good communication and a successful project.

Project Vision Charrette

Early in the design process, BKV Group will lead a project vision charrette workshop. The charrette is focused on exploring a range of potential design solutions to meet the programmatic requirements, site and building security standards, and sustainability goals. This interactive workshop provides an opportunity for the project stakeholders to affirm goals, explore conceptual design options, evaluate site and facility approaches and prioritize design strategies, including potential project phasing. One of the products developed at the Project Vision Charrette is a Project Vision Statement, which guides the project team through future design decisions. Typical to the BKV Group integrative project process, this meeting facilitates collaboration between all team members and assures input by all agencies, with a focus on establishing group consensus early in the design phase.

Sustainable / Energy Efficiency Design Review

Our approach to sustainable design varies with our client's objectives. In general, our practice has evolved to incorporate energy efficient strategies to assist our clients in minimizing utility cost with appropriate and practical methods. Past experience has shown that specific goals and objectives need to be identified early in a project for Sustainable Design in order to maximize the final results. This topic will be reviewed in the initial meetings and strategies discussed through the design process. One option that we will address is the electrical design assist program. Through the implementation of some simple efficiency strategies, the project could qualify for funds through the local power company.

SCHEMATIC DESIGN PHASE

From the initial program and site confirmation, we will begin the Schematic Design process. This phase will involve the development of the following aspects of the project:

User Meetings and Coordination

At the beginning of the planning process and through each phase of design and document development, we will meet and work with the Building Committee and staff. We believe that a well-developed project that satisfies the goals and objectives of our clients comes from open communication and a hands on collaborative process. We will meet with Police Department staff and City officials at each phase of design to review and confirm the design direction.

Site and Floor Plan Development

Once the final direction for the building program is confirmed, we will start to develop site and floor plan options for review. We will review site and vehicle circulation. The site plan will evaluate parking demands, separation of public and emergency movement, first responder site access, lighting and security. The concept plans will start to show the sizes and relationships for each of the department's spaces. Plans will identify all spaces, their sizes and adjacent relationships. Accessibility and compliance with state and local code requirements will be reviewed and confirmed.

Building Elevations

In conjunction with the development of the plans, we will develop exterior elevations showing all proposed exterior elevations. The elevations will indicate proposed materials, window and door locations and overall building height. The BKV team has been successfully working with clients to identify exterior design options that represent the values and qualities of the community.

Engineering Review

Concurrent with concept plans being prepared our engineers will be developing system related concepts in conformance with the City's expectation for energy efficiency. We will be reviewing them to coordinate requirements with our structural, electrical and mechanical engineers and the architectural design concepts.

Preliminary Code Review

At this point, we will complete an initial code review to verify the proposed concepts will meet Minnesota State Code standards and local and federal codes and legislation, particularly compliance with Americans with Disability Act information. Near completion of schematic design, we will meet with local authorities and the Department of Corrections to assure compliance with their review efforts.

Cost Estimating Coordination and Quality Control

Throughout this phase, the team will be providing a variety of internal quality control reviews. At key points in the schedule, we will provide quality control and cost estimation to the City for review of content, refinement of city departmental needs, and for developing of cost estimates. As defined, we will modify and refine the design based upon receipt of City's input.

These planning options will be based on the approved Building Programs and will investigate a range of implementation options. They will be focused on validation of the architectural program and creation and refinement of operational layouts.

Schematic Design Deliverables

The BKV team will provide extensive documentation of the design process, the options, and the decision process used to arrive at the recommended solution at completion of the schematic phase. The design definition, understanding, budget reviews with the City approvals at this phase are a critical milestone in maintaining the schedule and budget. In order to best illustrate the design in the review process for the City's reviews, we will provide the following:

- Preliminary Civil plans
- Overall Site Plan with Concept Landscaping
- Floor Plans
- Roof Plan
- Preliminary FF&E Layouts
- Exterior Elevations
- Preliminary Code Analysis
- Engineering Narratives including any proposed energy savings and sustainability program
- Outline Material Selections
- Outline Material Specification
- Updated Schedule
- Presentation to the City Council

DESIGN DEVELOPMENT PHASE

The design development documents will be prepared from the approved schematic documents and form the basis for the construction documents. All comments from the schematic documents will be reviewed and incorporated at the start of this phase. The engineering disciplines (civil, structural, mechanical, and electrical) are brought fully into the process to develop drawings showing the systems and components of the project. The design development documents include a site plan, floor plans, roof plan, interior and exterior elevations, sections, door and finish schedules pertaining to the architectural, civil, structural, mechanical, electrical, and security electronic systems. BKV Group will conduct a complete code review at this phase that will include handicapped/ADA, NFPA, IBC, fire and life safety, and OSHA.

The design finalization phase will be focused on finalizing project design, space characteristics and building materials and systems selections. During this phase, we will work with the Building Committee, the City, Police Department and all parties to determine bidding.

Meetings / workshops will be held with the committee and department leaders to review a variety of material and systems options to set the building direction. Some of the topics reviewed through the workshops are identified below. Workshops will be scheduled at the beginning of the project and occur regularly at set intervals throughout this stage. Items receiving greater development include:

- Wall Types
- Ceiling Types
- Floor and Wall Finishes
- Hardware and Doors (Sizes and glass area)
- Interior Casework elevations
- Material Selections and Finishes
- HVAC Systems and locations
- Plumbing Fixtures
- Lighting Fixtures
- Electrical Equipment and locations
- Site design
- FF & E system review and selections

At this stage, tasks similar to those in the Schematic Design phase will be performed. In the design development phase a greater level of detail and information is prepared and shown in the documents for review and approval.

This phase includes:

- Site Plan Development
- Building Plan Development
- System Review and Final Selection
- Building Elevation and Envelop Detail Development
- Quality Control Reviews
- DD code review w/ local authorities and owner
- Material selections and color boards
- Value Engineering review and workshop
- Presentation to the City Council

Design Development Phase Deliverables

The team will provide documentation of the Design Development (DD) Phase of the process. The DD Phase definition, understanding, budget estimate and overall technical completeness will address all key elements in defining the project for City approvals at this phase. This is a critical milestone in maintaining the schedule and budget. In order to best illustrate the DD Phase design in the review process, we will provide the following:

- Civil Plans
- Landscape Plan
- Architectural Plans including site plan, floor plans, reflected ceiling plans, roof plan, exterior elevations, interior elevations, building sections, wall sections and room, opening schedule and finish schedule.
- Specification

- Code and Quality Assurance (QA) Review
- Updated Schedule
- Structural Drawings
- Mechanical Drawings
- Electrical Drawings
- Low Voltage Security Drawings
- Material Boards
- Presentation to the City Council

CONSTRUCTION DOCUMENT PHASE

With the approval of the Design Development Phase, we will continue to develop the overall project and coordinate the project information with the City so all aspects are clear and accurately depict the City's direction. At this phase, the development of the documents entails incorporating any City review comments from the Design Development set, finalizing all previous documents and thorough development of all of the final details and required information. The construction documents include the working drawings and specifications, which illustrate, in detail, the requirements for permits, bidding and construction of the entire project. This phase includes continuing to work closely with the building committee and City to review and finalize the bid documents. We will confirm that the project design is still on budget prior to issuing the project for bidding. Any adjustments necessary are made prior to the project being bid. Bid alternatives strategies are reviewed and possibly included as a strategy for cost control.

Prior to issuing the documents for bids we will produce a 95% CD set for review and coordination of the City. The team will meet to review the documents and comments. From the review process, we will incorporate any required modifications prior to issuing the bid documents.

Document Quality Assurance

The accuracy of our documents is maintained with two independent checks prepared at midpoint and at the conclusion of the working drawings, as well as through appropriate agency reviews with the city, local and state building officials. BKV's team quality assurance will involve internal reviews with BKV's construction administration staff. The team will cross check and review project documents for accuracy and technical quality, "construct-ability," and "bid-ability" of documents as they are developed prior to issuing the documents to the City for review. These reviews will occur in the Design Development and Construction Documents phases. This adds another level of review to assure our team and the City that the documents are comprehensive and coordinated. These additional steps of quality assurance have helped us produce projects with minimal change orders. Our records indicate change order percentages of 1/2 of 1%, which we view as a demonstration of the accuracy of our documents.

Construction Document Phase Deliverables

We will provide a thorough and well-detailed set of Construction Documents. Documents included will be as follows:

- Code Analysis
- Civil plans and details.
- Landscape plan and details
- Architectural plans and details
- Structural Plans and details

- Plumbing plans and details
- Mechanical plans and details
- Electrical plans and details
- Low voltage security plans and details
- Final Specification
- Updated Schedule

BIDDING & AWARD PHASE

Upon the City and Police Department's review and approval of the documents, we will assist the City in issuing the project for bids. During this phase, we will assist the City in the bidding process, which includes review of product submittal / substitution request and answer questions regarding the documents. Addenda are prepared and issued incorporating any additional product approvals, and other matters that may need to be addressed. With the City, we will attend the pre-bid conference to familiarize contractors with the site and project requirements, and are present at the bid-opening to assist the City, as well as assist in the review and analysis of bids. This work will include:

- Assist the City staff in the preparation of necessary bidding information
- Uploading and distribution of bid documents
- Responding to contractor inquiries
- Issuing addendums as required
- Reviews of bids
- Attend the City Council meetings to present the bid results

CONSTRUCTION ADMINISTRATION PHASE

The BKV team will be a representative of, and will advise and assist the City during construction phase and through to completion of the project. Our team will provide on-going construction administration services with the City. Construction administration services will begin with a pre-construction conference to review in clear detail the design intent of the construction documents, the schedule, submittal procedures and to provide contractors the opportunity to clarify any questions. Our construction administration services will include on-site construction observations and field reports with a minimum frequency of twice a month. Pre-installation meetings will be coordinated prior to installation of any critical system or material (roofing, HVAC, security, communications, etc) and our team will provide contractor submittal and shop drawing reviews. The full design team will be available for on-going communication and document interpretation for the construction manager and contractors throughout the construction phase. Substantial completion and final completion reviews will be conducted by key design professionals representing all design disciplines. Our construction phase work will include:

- Project manager participation in progress meetings
- Site visits appropriate to the stage of construction
- Preparation and distribution of observation reports
- Prepare and issue supplemental instructions as needed
- Prepare and issue proposal request as needed
- Preparation of change orders and directives
- Review and approve or take other action on contractor submittals
- Review and certify contractor applications for payment

PROJECT CLOSE OUT AND POST CONSTRUCTION PHASE

The BKV team will assist the City with implementation of the project closeout procedures in preparation for facility turnover and operation. In addition as part of our post construction process, we will do a one year project review to assist the City in warranty items and building performance enhancements. As a local Minnesota A/E firm, we view the long-term satisfaction of the City of Fridley as a priority and a goal. This work will include:

- Develop Closeout Schedules

- Define One Warranty Items and Schedule

- Produce "Punch" lists of outstanding items

- Assist with Coordination of City Venders

- Assist with systems start up and staff training

- Review "As-Built" drawings for accuracy and completeness.

- Site Visits and Review - 11 month post occupancy relating to a one-year guarantee of compliance and notification of any remaining work to be done to determine the overall performance and acceptability of the design and its functional and technical elements.

- Review Operational Manuals from Contractors

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AGENDA ITEM CITY COUNCIL MEETING OF APRIL 11, 2016

TO: Walter T. Wysopal, City Manager PW16-018

FROM: James P. Kosluchar, Public Works Director
Scott Hickok, Community Development Director
Paul Bolin, Assistant HRA Director
Jon W. Lennander, Assistant City Engineer

DATE: April 7, 2016

SUBJECT: Authorize solicitation of proposals for construction management services for proposed New City Hall, Police, Fire and Public Works building.

Over the past weeks, City staff has reviewed and evaluated methods of project delivery for the Fridley Civic Complex. The project delivery method associated with this project sets up a system established by contract for organizing design and construction consistent with its financing, operation, and maintenance goals for the project. Minnesota Laws afford cities several options when it comes to considering project delivery. Cities may select the delivery most suited to the circumstances and situation.

Traditionally, the City of Fridley uses the Design/Bid/Build method of contracting for most of its public works related projects. This method of project delivery is familiar, where a design is developed, the project is bid and awarded to the low bidder, and the project is constructed. This is typically a satisfactory method of project delivery for utility and street projects, as scopes for these projects are well-identified, work is reasonably quantified, and schedules are generally at the City's discretion. A draw-back to this method is that the actual cost of the project is not known until bids are received. This could result in a project costing more than the budget.

The Springbrook Nature Center project is using a Construction Manager Agency method of project delivery. In this method the Construction Manager is involved throughout the design, participates in bidding of subcontracts, and provides administrative oversight during construction. In this case, the Construction Manager serves as an agent for the City by representation however the City remains party in all contracts with subcontractors who provide labor and materials. Again, there is no guarantee the bids will be within budget.

Another option is Construction Manager at Risk. In this method, the Construction Manager works with the architect during the design phase with an eye on cost containment and efficient construction phasing. As a result of this added level of analysis, the Construction Manager provides a **guarantee total price** for the project before bids are solicited. Such a guarantee allows the City to secure bonding ahead of time and limit the overall risk. The Construction Manager then conducts a fair bidding

process and awards contracts with subcontractors. The difference with other methods is that in a Construction Manager at Risk the contracts are between the subcontractor and the construction manager and not the City. One variation to this method is that some construction managers who perform in the “At Risk” method may also bid on the project and perform the work. This is known as “self-performing work”. Not all construction managers have this capacity and those that offer this practice are typically the larger construction contractors’ who also serve as general Contractors for they have crews to do the work. Some Construction Managers, like in the case of Springbrook, do not have crews. The ability to self-perform work has distinct advantages to this project. They include the ability to guarantee on-time delivery, specific trade expertise and a favorable price when compared to budget price.

The Construction Manager Agency has been effective for delivery of the Springbrook Nature Center project because of its smaller scope and small budget. The “At Risk” method offers advantages for the much larger and complex Civic project due to this project’s more significant size and need for budgetary and risk management control. Other benefits derived from this delivery method stem from the Construction Manager at Risk guaranteeing a total maximum price for the project and the ability to self-perform work.

Construction Manager at Risk is the most commonly used method throughout the private sector for delivery of substantial building projects. It has been used in this area for select municipal projects for approximately 10 years. Services for a Construction Manager at Risk have been in the range of 2-3% of project costs. These costs are typically offset by construction savings and reduced changes during construction to cost and schedule. While there are options and hybrids of project delivery methods, not all are available to municipalities. This method has been used for successful delivery of other similar municipal projects, including those in Richfield, Edina, Elk River, and Eden Prairie.

Staff seeks the Council authorization to solicit proposals for Construction Manager At Risk services for the potential construction of a new City Hall, Police, Fire and Public Works building. Such action does not authorize construction of the proposed building.

Recommendation: It is recommended the City Council *move to authorize solicitation of proposals for construction management services for Fridley Civic Complex*. Staff will prepare and review proposals for these services with a goal of recommending approval to the City Council in May.

JPK/jk



AGENDA ITEM
CITY COUNCIL MEETING OF
APRIL 11, 2016

To: Wally Wysopal, City Manager

From: Shelly Peterson, Finance Director

Date: April 7, 2016

Re: Resolution providing for the sale of \$6,210,000 General Obligation Water Revenue Bonds, Series 2016A

Background

Attached is the resolution provided to us by our financial advisors, Ehlers & Associates. The resolution is for the sale of \$6,210,000 in General Obligation Water Revenue Bonds. The new funding will be issued in the amount of \$4,460,000 to fund capital improvement projects scheduled for 2016 and 2017. In addition, the City is able to save over \$100,000 with the advanced crossover refunding of the 2008B Water Revenue Bonds by combining with the new issuance.

As approved during the 2016 budget process, the Water Fund includes bond proceeds to fund the following water infrastructure projects.

2016 Projects

Distribution System Reconstruction	500,000
Water Meter Replacement	600,000
Upgrade Chem. Feed & Storage System at Commons Plant	165,000
Locke Park Plant Filters Media Replacement	275,000
Locke Park Plant Backwashing & Control System Update	1,225,000
	\$2,765,000

2017 Projects

Distribution System Reconstruction	500,000
Water Meter Replacement	720,000
Treatment Plant Retrofits	370,000
	\$ 1,590,000
	\$ 4,355,000

It is anticipated that the bond sale will take place the week of April 25, 2016. A representative from Ehlers will be present at the Council meeting on April 11, 2016 for any questions Council may have regarding the sale.

Recommendation

Staff's recommendation is for the City Council to pass the attached resolution and begin the bond sale process.

SP

RESOLUTION NO. 2016 -

**RESOLUTION PROVIDING FOR THE SALE OF
\$6,210,000 GENERAL OBLIGATION WATER REVENUE BONDS, SERIES 2016A**

WHEREAS, the City Council of the City of Fridley, Minnesota, has heretofore determined that it is necessary and expedient to issue the City's \$6,210,000 General Obligation Water Revenue Bonds, Series 2016A (the "Bonds"), to finance the 2016 and 2017 water system improvement projects in the City and to provide funds to advance crossover refund the 2018 through 2023 maturities of the City's General Obligation Water Revenue Bonds, Series 2008B; and

WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fridley, Minnesota:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City with the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 P.M. on May 9, 2016, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS
11TH DAY OF APRIL, 2016.**

SCOTT J. LUND - MAYOR

ATTEST:

DEBRA A. SKOGEN - CITY CLERK



AGENDA ITEM CITY COUNCIL MEETING OF APRIL 11, 2016

Date: April 7, 2016

To: Walter T. Wysopal, City Manager

From: Kay Qualley, Environmental Planner
Scott Hickok, Community Development Director
Julie Jones, Planning Manager
Jim Kosluchar, Public Works Director
Jeff Jensen, Streets and Parks Operations Manager

Subject: Minnesota Department of Natural Resources LCCMR- Community Forestry Grant

Background and Analysis

The City has been awarded a DNR grant of \$36,000 through the LCCMR (Legislative Citizen-Commission on Minnesota Resources) program effective April 2016 through May of 2018. The grant is intended to help cities accelerate tree planting in parks and on municipal property by providing small trees and supplies for planting. Grant partners like the Conservation Corps, University of Minnesota, HandsOn Twin Cities and the Tree Trust will also provide training and education for community tree planting events for interested community volunteers.

Thousands of city ash trees are at risk of decimation by an insect pest, Emerald Ash Borer, which has been found in Anoka County (see map of Municipal Ash). The DNR LCCMR grant focuses on low-cost solutions to increase the number of trees on municipal property (e.g. parks). The grant provides tree-related landscape materials (e.g. stakes and hardwood mulch), irrigation supplies, educational outreach pieces and materials and labor for construction of a holding area for small trees.

The installation of trees on city property in key locations will be coordinated with City Forester Jeff Jensen in City parks. These plantings are a priority for many reasons. The large numbers of ash trees and the lack of young and mid-aged trees of other tree species in most parks created a need for diversifying the tree species on our public land. The grant award was reviewed with Parks & Recreation Director Jack Kirk and the Parks & Recreation Commission.

- 2016 (Phase 1) would include spring projects such as tree planting in Commons and Community Parks and construction of a tree holding-bed (the latter work done by the Conservation Corp, a grant partner). The bed would be located near the community gardens and Public Works facility. In fall, the trees in the holding bed would be planted in the community. This would provide for installation of 135 trees in 2016.
- 2017 (Phase 2) would focus upon planting container trees in other priority locations in City Parks and Municipal properties and cultivating a second season of smaller trees in the holding bed. Approximately 150 trees would be planted in 2017. The holding bed can be re-located, if required by future construction near the Public Works facility.

The DNR associated partners for the grant support efforts to contact businesses and service organizations who have expressed an interest in volunteering for projects and plantings recently. HandsOn Twin Cities sets up business events and provides tools and scheduling help. The University of Minnesota provides expertise for service organizations who might volunteer if they had some technical help in a tree planting or young tree pruning project. The Tree Trust works with youth groups for planting and maintenance projects.

Budget/Impact

The cash match contribution requirement is for \$2,250.00 in each grant year, 2016 and 2017 for the purchase of small trees. The Public Works operation budget will not need to be changed or augmented since a small number of large balled and burlapped trees will not be purchased and instead, this expenditure will be transferred to the purchase of a slightly larger number of small trees.

City in-kind match commitment of \$2,250.00 per year for 2016 and 2017 will be met by City staff through activities such as mapping the new trees' locations, purchasing and watering of new trees as well as some event-oriented volunteer coordination (e.g. Arbor Day) with the grant partners and the use of any City equipment.

Recommendation

Staff recommends that the City Council adopt the attached resolution in acceptance of the DNR-LCCMR-Improving Community Forest Grant of \$36,000 for 2016-2017, for trees, associated supplies and community volunteerism capacity-building with the grant partners. The grant also will boost tree education in the community and aid in air quality and stormwater absorption as per goals in the 2030 Comprehensive Plan.

RESOLUTION NO. 2016 - ____

**A RESOLUTION IN TO APPROVE GRANT AGREEMENT:
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
LCCMR- Community Forestry Grant**

WHEREAS, The Minnesota Department of Natural Resources recognizes that the State and its Cities are in need of Urban and Community Forestry Services; and

WHEREAS, the 2030 Comprehensive Plan approved actions to maintain and improve air quality and maintain Fridley as a desirable place to live; and

WHEREAS, Anoka County is under quarantine for a pest which decimates ash trees; and

WHEREAS, the City of Fridley's urban forest contains over 1,130 ash trees on municipal property; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fridley hereby approves the Minnesota Department of Natural Resources LCCMR-Community Forestry Grant of \$36,000 for budget years 2016 and 2017, in the service of Urban and Community Forestry.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRIDLEY THIS 11th DAY OF APRIL, 2016.

SCOTT LUND – MAYOR

DEBRA SKOGEN-CITY CLERK

Municipal Ash Trees



● Ash Trees (1,135)



Map Date:
April, 2016

City of Fridley
6431 University Ave NE
Fridley, Minnesota 5543204303
Phone: (763) 572-3566

SOURCES:
Fridley Community Development
Fridley Engineering
Fridley GIS

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry ("STATE") and the City of Fridley, 6431 University Avenue NE, Fridley, MN 55432 ("GRANTEE").

Recitals

1. Under Minn. Stat. § 84.085 the State is empowered to enter into this grant.
2. The State is in need of Urban and Community Forestry Services.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** March 18, 2016, or the date the State obtains all required signatures under [Minn.Stat. §16B.98](#), Subd.5, whichever is later. Per, [Minn.Stat. §16B.98](#), Subd.7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.**
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd.4 (a) (1).

Perform the duties specified in Exhibit A, which is attached and incorporated into this grant contract.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence and failure to meet a deadline date may be basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the grant.

The grantee is required to perform all of the duties cited within clause two "Grantee's Duties" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid an amount not to exceed \$36,000.00; on a reimbursement basis for qualifying purchases.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Matching Requirements

Grantee certifies that the following matching requirement and according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant contract, will be met by the City of Fridley. The total grant is \$36,000.00. Grantee agrees to match at least \$4,500.00 of this project cost in cash and \$4,500.00 of this project in-kind.

(d) Total Obligation

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$36,000.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1. May 1, 2016
2. November 1, 2016
3. May 1, 2017
4. November 1, 2017
5. May 1, 2018

(b) Unexpended Funds

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

4.3 Contracting and Bidding Requirements

Per, [Minn. Stat. §471.345](#) grantees that are municipalities as defined in Subd.1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a)** If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in, [Minn. Stat. §16C.28](#) Subd.1, Paragraph (a), Clause (2).

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd.1, Paragraph (a), Clause (2) and Paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd.1, Paragraph (a), Clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Valerie McClannahan, Project and Grant Manager, 500 Lafayette Road, St. Paul, MN 55155, (651)259-5262, Valerie.McClannahan@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Kay Qualley, Environmental Planner, 6431 University Avenue NE, Fridley, MN 55432, (763)572-3594, Kay.Qualley@fridley.mn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 *Amendments*

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

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property Rights**

10.1 *Government Data Practices*

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

10.2 *Intellectual Property Rights – Not Applicable*

11 **Workers Compensation**

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

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

14.2 Termination for Cause

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

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

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

15 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: Georgina Weidell
Date: 3.30.16

SWIFT Contract/PO No(s). 107747; PO#3-92017

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Exhibit A: Grant Project Deliverables
LCCMR – Improving Community Forests
Through Citizen Engagement 2016-2018
City of Fridley Deliverables

For the purposes of this contract “Partners” is defined by those collaborating and in contract with the Minnesota Department of Natural Resources, Division of Forestry which include: University of Minnesota, Tree Trust, Conservation Corps of Minnesota, and HandsOn Twin Cities.

Grant Contract Deliverables

Work with MN DNR and statewide Partners to fully execute the work plan by providing:

1. City staff member to provide in-kind match support and provide location guidance for volunteer events, i.e., providing locations of where trees can be planted, and locations of newly planted trees in need of pruning, and other maintenance.

Necessary access to gravel bed, trees, tools, data, etc., to all partners so that they can complete tasks in a timely fashion.

2. A training facility for volunteers at no cost to the project.
3. Reasonable effort to work with all Partners to enlist volunteers within your community for all volunteer events and programs.
4. Timely purchases, so that volunteer events can occur.
5. Timely submission by the deadlines listed:

Submit invoices and proof of payment for both cash-match and grant-funded purchases; Submit in-kind match justifications;

Submit Status Update Reports.

1. May 1, 2016
2. November 1, 2016
3. May 1, 2017
4. November 1, 2017
5. May 1, 2018

Work with MN DNR and state Partners to fully execute the work plan below:

1. Building and maintaining a gravel bed
 - a. Provide reasonable location which includes accessibility to water/irrigation.
 - b. Purchase all materials needed in a timely fashion.
 - c. Work with Partners for building and development of the gravel bed.
 - d. Provide gravel bed access to all Partners as needed for planting events, etc.
2. Planting events
 - a. Work with Partners to host a minimum of two to four planting events with engaged citizens.
 - b. Work with partners to define a location.
 - c. Define all tools and materials available and needed.

- d. Work with Partners to identify additional tools for required for planting events. There is a potential for some tools for planting events to be provided by Conservation Corps of Minnesota, but this requires adequate advance notice.
 - e. Work with Partners to make sure all tools, equipment, and trees are on sight for planting event days.
 - f. Work with Partners to track and submit the number of volunteers in attendance, number of total volunteer hours, number of trees planted, and the landscape plan for each planting event.
3. Citizen Pruner
- a. Provide Partners information about location of small and newly planted trees.
 - b. Allow and engage Partners in the hosting of four to eight volunteer pruning events.
 - c. Work with Partners to engage citizens in collecting and submitting pruning data.
4. Tree Health Monitor
- a. Work with University of Minnesota Partner to setup volunteer reporting submission protocol and engage citizens in collecting and submitting of data.
 - b. Enable volunteers through the use of collected data.
5. Citizen Tree Watering
- a. Work with all Partners to create sustainable access for volunteers to maintain the watering of newly planted trees or work with all Partners to develop sustainable outreach to citizens so that they can engage in watering practices.
 - b. Work with Partners to track and submit tree watering accomplishments.

Exhibit B: Project Budget Breakdown
 LCCMR – Improving Community Forests
 Through Citizen Engagement 2016-2018
 City of Fridley Deliverables

Item	In-kind Match	Cash Match	DNR-LCCMR Grant Funds	Total
Personnel and Owned Equipment	\$4,500			\$4,500
Eligible Expenses		\$4,500	\$36,000	\$40,500
Total	\$4,500	\$4,500	\$36,000	



AGENDA ITEM
CITY COUNCIL MEETING OF APRIL 11, 2016

INFORMAL STATUS REPORTS